

Bedford County Board of Education
April 20, 2021 5:30 PM
Cascade High School Theatre

I. **PROCEDURAL ITEMS**

- A. Call to Order
- B. Moment of Silence
- C. Pledge of Allegiance - Led by Brittany Serrano, 5th Grader at East Side Elementary & Maci Lovvorn, 4th Grader at Southside Elementary
- D. Opening Remarks

II. **CONSENT AGENDA**

- A. Approval of Agenda
- B. Minutes from March 16, 2021 Monthly Meeting
- C. Overnight and/or Out-of-State Trip Requests
 - 1. Cascade FFA to Gatlinburg for State Convention
 - 2. SCHS FFA to Gatlinburg for State Convention

III. **COMMUNICATIONS**

Recognition of Brittany Serrano. Brittany is the daughter of Dora Serrano and attends East Side Elementary. She is a 5th grader in Mrs. Julie Hill's class. Brittany placed first for the district in the Farm Bureau essay contest. The topic was "Why is agriculture important." Her essay is being sent to the state contest to represent Bedford County.

Recognition of Maci Lovvorn. Maci is the daughter of Rocky and Amanda Lovvorn. Maci's teachers Ms. Taylor Beth Cook and Mrs. Angie Bivvins are in attendance tonight. Maci is being recognized for promoting positive school culture and excellence in the classroom.

Recognition of Valedictorians & Salutatorians.

Cascade High School - Connor Prim, Valedictorian

Helenna Simpson, Salutatorian

Community High School - Erica Morris, Valedictorian

Alexa Molnar, Salutatorian

Shelbyville Central High School - Larisa Rincon Molina, Valedictorian

Khloe Davis, Salutatorian

Educator of Distinction Award. Cascade High School Principal Josh Young reports that **US History Teacher Jeremy Bankston** was selected a Claes Nobel Educator of Distinction through the National Society of High School Scholars. Mr. Bankston was nominated for this honor by senior Jaden Flippin. Jaden shared that Mr. Bankston has inspired him to be a history teacher. Principal Young stated, "Mr. Bankston does a tremendous job for us. He primarily teaches US History. He is teaching a few periods of World History this year also and will be getting AP certified over the summer to teach AP World History.

Donation. Dee Crabtree, Coordinator of School Health, reports a program at all Circle K stores called "Masks for Schools" whereby for every dollar donated to this program by customers in Bedford County, Circle K will give a pack of 5 masks to the schools. Mr. Troy Freeze with Circle K management oversees this program. A Circle K employee will drop off masks at the Central Office once a week to be shared with schools.

Cops & Bobbers. A Cops & Bobbers event will be hosted by the Shelbyville Police Department on May 7th. School system counselors will select ten students from each school in the city to participate. Rowdy Ranch will be providing the food and Kirstie Kraus will be performing live.

IV. PRESENTATIONS

- A. Cascade FFA Conduct of Chapter Meeting Team Giving Their Presentation For National FFA Competition - Mike Swafford, FFA Sponsor and Team Members Kimber Cook, Alyson Metcalf, Laurel Cox, Katelin Threet, Stacia Bowen, Madison Wilson, Izabel Patterson, Ian Nevils

V. ACTION ITEMS

- A. Revision - Policy 5.3052 - Covid Leave
- B. Revision - Policy 5.117 - Teacher Tenure
- C. Tenure Recommendations

- D. Architect Contract for Wing at Community High School
- E. ESSER 2.0 Original Budget - Final Version
- F. ESSER 2.0 - Revision 1
- G. CTE Perkins Basic - Revision 4
- H. Title V - Revision 5
- I. IDEA Partnership for Systemic Change Implementation Grant - Revision 3
- J. Bid No. 21-18 Transit Style Special Needs School Bus
- K. Bid No. 21-19 - 90 Passenger Transit Style School Bus
- L. February 2021 Child Nutrition Financials
- M. March Monthly Financial Report
- N. Quarterly Financial Report

VI. REPORT ITEMS

- A. Monthly Tax Analysis
- B. Summer School - Becky Miller, RTI Coordinator
- C. Attendance Update - Terise' Rhodes, Student Management Supervisor
- D. Legislative Report - Diane Neeley, Board Chair & TLN Representative
- E. Executive Committee Report
- F. Superintendent's Report

VII. OTHER BUSINESS

- A. Additional Acknowledgements
- B. FYI - Expenditures
- C. FYI - Personnel

VIII. ADJOURNMENT

PLEDGE OF ALLEGIANCE

LED BY

BRITTANY SERRANO & MACI LOVVORN



BEDFORD COUNTY BOARD OF EDUCATION

Minutes from March 16, 2021 Regular Monthly Meeting

The Bedford County Board of Education met in a regular monthly session on Tuesday, March 16, in the auditorium of Shelbyville Central High School. The meeting began at approximately 5:30 p.m. All board members were present (Diane Neeley, Glenn Forsee, Dr. Andrea Anderson, Michael Cook, John Boutwell, Brian Crews, David Brown, Nicole Cashion, and Dan Reed).

Chairperson Neeley called the meeting to order and conveyed condolences on behalf of the Board to the family of Jason Reynolds, a longtime reporter of the Shelbyville Times-Gazette and recent editor, who had passed away due to complications of COVID-19. A moment of silence then followed.

Ashley Rodriguez Lopez, 4th grader at Learning Way, was recognized and led the Pledge of Allegiance.

CONSENT AGENDA

The consent agenda was approved by acclamation, upon the motion and second of Mr. Forsee and Dr. Anderson.

COMMUNICATIONS

Recognition of Ashley Rodriguez Lopez

Kevin Rhodes, 4th grade math teacher at Learning Way, spoke about his student Ashley Rodriguez Lopez in glowing terms, noting that she was the type of student that every teacher would love to have. Ashley is so adept at TEAMS that she troubleshoots for students and teachers alike. Mr. Rhodes added that she enjoyed research and had an “uncanny ability to retain information”. Ashley, who participates in virtual learning, organized an online homework group so she and her classmates could still get together. Mr. Rhodes said Ashley has big dreams and he has no doubt she will achieve them all. Dr. Garrett presented Ashley with a certificate of achievement recognizing her outstanding participation in virtual learning.

Cascade High Boys’ Basketball – Coach Chris Lawson and Seniors Seth Countess, Alex Allison, Ethan Swan, Tyler Sabin, Landon Lane, and Junior Justis Carter

Cascade High principal Josh Young introduced members of the boys’ basketball team who finished their season with a 15-12 record, falling to Clay County 64-63, in the finals of sub-state. Coach Chris Lawson was recognized for being named District Coach of the Year his first year as head coach. He thanked everyone for the recognition of he and his team and said he couldn’t be more proud of the group who started the year with setting goals and have worked hard as student-athletes both in class and on the court to achieve those goals. He then introduced his seniors Seth Countess, Alex Allison, Ethan Swan, Tyler Sabin, and Landon Lane and commended the team. Junior Justis Carter was also on hand. Justis

was named the District MVP. Coach Lawson and players were then presented with certificates of congratulation on their outstanding season and honors.

Jack Daniel's Distillery

Dr. Garrett acknowledged Jack Daniel's Distillery for their much appreciated and generous donation of 27 pallets of hand sanitizer, valued at over \$40,000.

CTE Happenings

Dr. Garrett reviewed several communications regarding CTE. March 26th is Virtual College and Career Day for 7th grade students. BCS in partnership with the Chamber of Commerce will provide this opportunity for students to engage in career exploration.

The CTE department will be repurposing a surplus bus from transportation, for use as a mobile CTE classroom. The classroom will be created by CTE students from all three high schools and the mobile classroom will travel to elementary and middle schools to help engage students with hands on opportunities.

Mike Swafford, Agriculture Teacher at Cascade High School received the Pathways Certification for his program. This honor is bestowed by Tennessee Department of Education (TDOE) and the Tennessee Board of Regents (TBR) and held for three years.

Teaching All Students Grant

Cascade High was named by TDOE as one of 18 schools that will participate in a Teaching All Students Initiative. The initiative is funded by a \$5.5 million state personnel development grant. The first cohort of this initiative will strengthen instructional practices in schools across the state to better support students with significant cognitive disabilities.

PRESENTATIONS

ESSER 2.0 – Chad Fletcher, Federal Programs Supervisor

Chad Fletcher, Supervisor of Federal Programs, explained the process of how federal money comes down through the state, who then designates to the districts a percentage of the allocation and parameters for spending. County finance and the superintendent approve the system's plans and then the state must approve and the Board accepts. Mr. Fletcher told the Board the administration wants to make sure they are aware of plans for the funding which can't be spent until the state and Board approve.

Mr. Fletcher provided the Board with a breakdown (see document in March 16, 2021 board meeting file) of five areas of focus to be addressed with the \$7,091,905.34 grant award. Category 1 is Address Learning Loss (\$2,660,615.34) through Summer Learning Loss Camps that were mandated by the state legislature in special session to address learning loss experienced due to COVID-19 and virtual learning. Transportation and meal costs for the camps were included to provide a dependable and stable means for students to be fed while attending camp. Professional development for teachers focusing on four areas including RLA, math, and student interventions were included in this category to help teachers help those students who may need help during the school day to gain abilities in areas where they are lacking.

Category 2 is for purchasing educational technology (\$2,602,290.26). This would replace laptops for all certified personnel, which was begun under ESSER 1. It would also finish the purchase of laptops to complete the 1:1 initiative districtwide. Mr. Fletcher acknowledged a recent donation of laptops to help with the 1:1 initiative for grades 6-12, but noted that with ESSER 2.0 the 1:1 initiative extends to grades K-12, for every student in the district. Younger students were having trouble with access to laptops at home. This will help with that and allow some breathing room as new laptops will be in service for quite some time and allow for getting on a scheduled laptop replacement.

The laptops being replaced for teachers (675) will be reset and issued to schools. If a child has a laptop and it's broken, schools will have a set to draw from. Putting so many laptops in the hands of students and teachers begs the question of how do we provide protection? Laptop cases will be purchased to protect the investment.

A total of 415 mobile hotspots will be funded for a year. These will be issued to schools and taken home by families. ESSER will pay for the service to be connected for the first year and perhaps funded beyond that with ESSER 3.0. This service will allow for families to stay connected with Bedford County Schools for virtual learning, homework, etc.

The last item under the technology portion is to purchase additional CTE equipment to allow students experiences they wouldn't have otherwise.

Section 3 of ESSER expenditures (\$714,209.74) is for transportation and will go towards the purchase of seven (7) school buses. This is a purchase that would normally come out of the general purpose budget and will provide additional routes so that smaller numbers will be on buses, cutting down on child-to-child contact.

Section 4 is for Social-Emotional Learning Professional Development (\$87,580.00) that will be available to all faculty and staff. The PD will be focused on responding to student needs which have been exacerbated by COVID-19. Mr. Fletcher said it was important to get teachers the training they need so that their response to kids is thoughtful and so that every child feels valued every day.

Section 5 would provide a one-time, \$1,000 stipend for all employees. Required benefits have been included in this amount, which is in-line with other systems including Knox, Davidson, Franklin, Hawkins, Putnam, Hickman, and Johnson counties.

Mr. Crews noted that most of the money in ESSER 2.0 is allocated to address learning loss (\$2.6 million) and learning loss had been mandated by the state. He asked if the system can require students to attend the summer camps and was told the system cannot make attendance mandatory. He also asked how the \$2.6 million amount was arrived at, if the number of students who will take advantage of the summer camps is not known. Mr. Fletcher explained that although funds have to be allocated, they don't have to be expended until September 2023 and can be used over multiple summers.

Mr. Crews asked if the contract for the mobile hotspots was monthly and was told that the contract is for an entire year, paid up front, for all 415 hotspots, rather than month to month, which could be logistically challenging. Brian Crews – "Okay, so we could potentially have a whole lot of kids not use something we are paying for up front." Mr. Fletcher explained the system wants to make sure that students who need internet access have it.

Mr. Crews then asked if the stipend for all employees was for those with at least one-year service, all current employees, or if someone who started last week would be eligible. Mr. Fletcher explained the parameters would certainly be at the board's discretion, but that all part-time, full-time, certified and classified employees were budgeted to receive the stipend. Dr. Garrett noted that one of the districts doing stipends required employment on March 1 and payout on May 15 and said that the eligibility issue would be brought back to the Board with some restrictions. With regard to the hotspots, she said if that service is not needed in total as allocated, the funds could definitely be re-routed and that a needs assessment could be done and surveys be sent out to gauge the need before the money is invested.

Mr. Forsee asked about the length of summer camps and was told they will go seven hours a day, four days a week for four weeks, grades K-8. There will be more discretion allowed in setting up for the high school camps.

Mr. Cook asked if there was any sort of document parents/students sign regarding accountability when they are issued a laptop. Zack Spears with the technology department said they are lined up to do that for next year moving forward before a student would be allowed to take a device home, to have an agreement with that family.

Mr. Cook then commented on the hotspots, saying that we wouldn't want to hand out to families and provide entertainment such as Netflix and asked what kinds of parameters were in place and to what entertainment the hotspot might allow access. Mr. Fletcher said he would have to get more technical information and report back with specifics.

Mr. Cook asked if a company or individual was being hired to provide the social-emotional professional development. Dr. Garrett explained that with these funds they are trying their best not to put into staff because this is not recurring with one exception. On ESSER 2.0, if you look at the amount the system received and multiply by 2.24 that is the amount that is anticipated on 3.0. It is being recommended on 3.0 that you do hire someone to manage that because there will be significant reporting that goes along with that.

Mr. Fletcher went on to explain that there will be about a four-week turnaround before the funds are actually allocated to the system and that the state has already said that ESSER 3.0, which Dr. Garrett noted earlier was twice the size of 2.0, would be four to six weeks out, so that the Board should anticipate ESSER 3.0 being brought to the May meeting for their consideration. Because the state is moving so quickly on these large amounts of money, Mr. Fletcher noted that he has asked several people to work with federal programs to do a needs assessment and would like to open up to the board, for a member to serve on that advisory committee.

Mrs. Neely asked for clarification that ESSER funds could be easily amended as the system moves along and was told they could.

ACTION ITEMS

Superintendent's Goals & Objectives

Dr. Garrett explained that after 90 days she would bring the Board more specific goals, but wanted to let the Board know what goals and objectives she wanted to work on immediately (see goals in March 16,

2021 board meeting file). **Mr. Forsee moved to accept the goals and objectives from Dr. Garrett. His motion was seconded by Mr. Crews.**

Regarding the goal “Set expectations for clear and concise communications between the District Office and Schools, and Director and Board.”, Mr. Boutwell asked how that goal could be measured. Dr. Garrett said that one of the things she had encouraged is for educators to complete the TN Educators Survey. Last year there was only a 34% participation rate; not enough to get a data analysis report. If the response rate is high enough, and there are communications questions in there, by June those results should be back.

Mr. Reed asked if Dr. Garrett would please read aloud her goals for the record to see if there were any comments, and she did so as follows:

- Set expectations for clear and concise communication between the District Office and Schools, and Director and Board.
- Increase the percentage of schools/teachers completing the Tennessee Educator Survey from current 34% to 85%.
- In response to COVID learning loss, implement a summer learning program with at least 75% of students attending being our most at-risk students.
- Increase on-site support with schools from central office personnel.
- Make significant improvements in our ability to recruit teachers and staff and support our teachers in the areas of human resources.

Mr. Reed said he thought the goals were wonderful and was whole-heartedly in support of each one, but said that the one about increasing on-site support with schools from central office personnel will be so encouraging for teachers to witness.

Dr. Garrett encouraged teachers and administrators to complete the educator’s survey, adding it is anonymous but will provide so much information on areas for improvement. **The motion to accept Dr. Garrett’s goals and objectives carried by unanimous vote.**

ESSER 2.0 – DRAFT Budget

Mr. Boutwell moved to accept the ESSER 2.0 DRAFT Budget (see document in March 16, 2021 board meeting file) which had been outlined earlier by Mr. Fletcher. Dr. Garrett confirmed that the administration would come back to the board about specifics on spending, after the state has given their final approval. **Mr. Boutwell’s motion was seconded by Mr. Forsee and approved by a vote of 9-0.**

ENA Contract

A motion to accept the ENA Contract (see document in March 16, 2021 board meeting file) **for recommendation to county finance was made by Mr. Cook and seconded by Mr. Forsee.** Dr. Garrett noted that the administration has been working with County Finance Director Robert Daniel and he is comfortable with the changes made. **Motion carried by unanimous vote.**

Federal Amendments

-ESSER 1.0 – Revision 7

Mr. Fletcher reviewed ESSER 1.0, Revision 7 (see document in March 16, 2021 board meeting file) noting that this amendment is in order to spend out the grant before ESSER 2.0 opens officially. The proposed amendment is to move funds between lines in order to purchase laptops for CTE. **Mr. Forsee moved to accept this federal amendment. His motion was seconded by Dr. Anderson, and passed with a vote of 9-0.**

-Consolidated (Revision 4) – Admin. Pool, Title IA, Title ID LEA, IDEA Part B

Chairwoman Neeley noted that the amendments for Consolidated (Admin. Pool, Title IA, Title ID LEA, IDEA Part B) were being grouped together for one motion and have already been submitted to the state. Mr. Fletcher explained that around this time of year, finance gives estimates on how much money is needed in various personnel lines in order to make sure adequate funds are there to cover obligations. These amendments (see documents in March 16, 2021 board meeting file) are for that purpose. **Upon the motion of Forsee and Boutwell, the consolidated amendments were accepted by unanimous vote.**

Additional BEP Allotment – Approval of a One-Time Stipend

County Finance Director Robert Daniel referred to a letter from the state regarding additional salary funding. The total amount for Bedford County was \$375,000. The money goes towards certified staff and nurses. Option One would be to do a one-time bonus. Option Two would be to spread the amount out over checks through June 30. Both Dr. Garrett and Mr. Daniel were recommending to do the one-time bonus which is cleaner and doesn't give the false impression of a raise that is taken away after June 30. The one-time bonus (approximately \$470 before withholding) would cover 465-470 employees as calculated through TNCompass. **Mr. Reed moved to approve paying the additional BEP allotment as a one-time bonus. His motion was seconded by Mr. Forsee.**

Mrs. Neeley confirmed that the money came from the state and this follows their instructions for how to apply. Mr. Crews asked, similar to the one-time stipend budgeted in ESSER, what date of employment was being used for eligibility or is that yet to be determined. Dr. Garrett said that most other districts said you would have to be employed by March 1 and get the money on May 15, if still employed. **Motion carried by unanimous vote.**

February Monthly Financial Report

Mr. Daniel reviewed the February Monthly Financial Report (see document in March 16, 2021 board meeting file), noting it contained nothing unusual to report. Mr. Boutwell confirmed with Mr. Daniel that the system is on track financially. **The February Monthly Financial was approved unanimously, upon the motion and second of Boutwell and Crews.**

Budget Amendment #3

County Finance Director Mr. Daniel reviewed the summary pages of Budget Amendment #3 (see document in March 16, 2021 board meeting file) that outline grants, refunds, reimbursements and departmental transfers. **Upon the motion of Cook and Boutwell, Budget Amendment #3 was accepted for recommendation to county finance with a 9-0 vote.**

REPORT ITEMS

Monthly Tax Analysis

Mr. Daniel reviewed the monthly tax analysis (see document in March 16, 2021 board meeting file). He noted that property tax collections were down from last year by \$31k due to a downturn in February. On prior year property tax, if taxes are not paid on time, they roll to this category which is up \$79k. Clerk and master was down a little over \$7k. Sales tax is up \$283k.

Analysis of Per-Pupil Spending & Fiscal Capacity Shortfall – John Boutwell

Board member John Boutwell gave a presentation (see PowerPoint in March 16, 2021 board meeting file) focusing on per-pupil spending and the fiscal capacity shortfall in Bedford County.

Section 12 of the Tennessee constitution states that the General Assembly shall provide for the maintenance, support and eligibility standards of a system of free public schools. In 1988, a lawsuit was filed by an association of seventy-seven rural school districts against the State to overturn the system of financing local school systems.

In 1993, the Tennessee Supreme Court decided that the system of financing public education in the state violated the provisions of the state's constitution that guaranteed equal protection of the law to all citizens. The court ruled that the general assembly must maintain and support a system of free public schools that affords equal educational opportunities to students in small counties as well as large and in rural as well as urban school systems.

The general assembly then passed the Basic Education Program (BEP) to replace the old statutory funding model. In order to ensure more equitable funding for systems through BEP, the state would contribute more dollars to districts that have less ability to generate revenue, and fewer dollars to districts that have more ability to generate revenue.

According to the Tennessee Advisory Council on Intergovernmental Relations (TACIR), one way to measure a county's level of effort in supporting public schools is to compare the money it does give to fund education versus the money it could give. TACIR actually calculates this amount every year.

TACIR defines fiscal capacity as "the potential ability of local governments to fund education from their own taxable sources, relative to their cost of providing services. The formula estimates how much revenue per pupil each county area can afford to raise for education."

The actual funding formula is complicated. Several factors are taken into account and the percent of state funding is different for every district in the state. Mr. Boutwell used, as an example, data from the 2016-17 fiscal year that showed the state percentage ranged from a low of 26% for the wealthy Franklin Special School District to a high of 82.7% for Alamo City Schools, due to its limited ability to generate local revenue.

Mr. Boutwell noted that fiscal capacity is not a measure of what a county must provide to its local schools, but simply an indication of how much funding a county has the potential to provide. School funding can be analyzed by looking at the local percent of per pupil expenditures but it is not the only way to measure a community's commitment to public education. Another way to assess that

commitment is by comparing a county's fiscal capacity to the actual revenue it generates, which is driven largely by the tax rate set by the county commission.

Mr. Boutwell said that in doing research he had come across an article by Ben Phillips, who is a professor at Union University who was hired by Jackson-Madison County Schools to analyze their data due to problems with school funding. In the article, Professor Phillips showed a summary of how schools were funded in Tennessee for FY 2017. Madison County was ranked 94th out of 95 counties and the analysis showed that their county commission was underfunding by \$2,585,419, which was \$214 difference between per pupil spending and actual funding and capacity.

Mr. Boutwell had no idea that Bedford County would be listed as #95 with a total measure of underfunding of \$3,825,508 or \$455 difference between per pupil spending and actual funding and fiscal capacity. Professor Phillips was able to prove to the county commission that out of 95 counties, they were 94 based on their ability to pay and what they were actually paying.

Mr. Boutwell took Professor Phillips concept and applied it to 2020 data from the Tennessee Department of Education (TDOE) CORE South Central District of which Bedford County is a part. Looking at the data, Mr. Boutwell said most districts in the south central district are doing very well. In fact, all but two are giving 24% more than Bedford County. He noted that from the 2017 data, Bedford County had a \$3.8 million shortfall, and according to the 2020 data is \$4.65 million below capacity. If Bedford County were doing what the other counties are (24% more than capacity) that would mean that Bedford County would be funded with \$8.9 million more. John Boutwell – "In other words, if we could do as well as Lewis, Wayne, Hickman - these are not wealthy areas."

Mr. Boutwell noted that Education Week listed all 50 states and their education spending for 2019. Utah was last. Bedford County was \$628 dollars greater than the least amount spent on education, but \$1,420 less than the 2019 Tennessee average.

Chairwoman Neeley thanked Mr. Boutwell for the time spent on his presentation.

Personnel Report – Andrea Miller-Davis

Human Resource Manager Andrea Miller-Davis reported processing nine classified new hires and four new hires for certified positions. There are currently 20 open positions.

A recruitment fair is planned for April 15 at Harris Middle School from 4-6:30 p.m. Plans are to have all schools represented with manned booths, where mini-interviews can be conducted. There will be prizes for best decorated booth. Andrea Miller-Davis – "We want administrators to be involved. We want to make it fun, but most of all successful for all of us."

Dr. Garrett asked how many of the certified teacher positions have been open since the beginning of the year. Ms. Davis said "probably a handful" and explained that some are interims, for those who have taken leaves. Dr. Garrett noted we are struggling at Liberty and Harris and called on Principal Neal Watson of Harris Middle for clarification.

Dr. Tammy Garrett – "We have had eight positions I have discovered open since the beginning of the year. To get the schools where they need to be, we have to have certified teachers in front of students. That's a start and to go back to what Dr. Boutwell said we are competing with a lot of districts. When we have eight positions that have been open since the beginning of the year and you think about the

number of kids that are missing out on some extensive learning and not that we haven't had people filling in that I don't want to undervalue, but we have to find ways to get our pay competitive. In classified as well, we are struggling to find classified employees and that is something we are definitely going to have to work on." It was also noted that Dr. Garrett was working with Mr. Daniel on salary schedules.

Enrollment/Pupil-Teacher Ratio/Chronic Absenteeism/Virtual Learning/Truancy – Terise Rhodes, Tiffany Swain, Barry Bennett

Terise Rhodes, Student Management Supervisor, reviewed the latest enrollment (see document in March 16, 2021 board meeting file) which stands at 8,490 for K-12, which is down 200 from 8,690 this time last year. She noted this is an improvement over the start of the year when the system was down 450 students, mostly due to home school or attending TN Virtual Academy or TN Connections Academy.

According to Mrs. Rhodes the state has said systems will no longer be allowed to conduct virtual learning as we have in Bedford County and options are being explored and more information will be coming soon.

Current ADM numbers (see document in March 16, 2021 board meeting file) were reviewed next. Current ADM is 8472.058. ADM stands for average daily membership and is used to calculate school funding.

Mrs. Rhodes then reviewed a handout on chronic absenteeism (see document in March 16, 2021 board meeting file). Chronic absenteeism counts 10% of accountability on the state report card. For the 19-20 school year, Bedford County's rate was 12.9%. We are currently at 11.34% and have seen improvement in this rate over the last three years.

Chronic absenteeism is considered to be missing school for any reason (excused, unexcused, suspended or expelled) and is commonly defined as missing 10 percent or more of instructional days, the threshold at which research indicates most students are at risk of negative academic and social consequences.

Truancy is a legal term that refers only to unexcused absences. In Tennessee, a student is considered truant at five unexcused absences and may be subject to legal intervention.

Mr. Crews asked what could be attributed to the large discrepancy between schools with similar demographics with one having much higher chronic absenteeism. Mrs. Rhodes said obviously there are some schools that have close to double on chronic absenteeism compared to others. She said part of that may be virtual learning. Another factor with truancy, is do they log in to virtual learning?

Mr. Bennett said the goal on chronic absenteeism is 10% and that is being worked on each year on the three-tiered attendance law we are required to put our families through. Contracts are being worked through with families with about half in Tier Two and Three. We have been trying to do some other things in lieu of truancy court such as letters and emails out of student services to parents and figure out ways to get families to value education.

Tiffany Swain gave an update on virtual numbers (see document in March 16, 2021 board meeting file) which stand at 1,114 students participating in virtual learning.

Legislative Report – Diane Neeley

Chairwoman Neeley noted that last week the U.S. House of Representatives passed the American Rescue Plan Act of 2021 (ARP) with nearly \$1.9 trillion in pandemic recovery. Major funding areas include:

- \$122 billion for K-12 public schools;

- \$3 billion for IDEA;

- \$40 billion for childcare;

- \$362 billion for state and local fiscal relief;

- \$7.172 billion to help schools connect students and teachers to home broadband devices

Executive Committee Report

Declarations of Surplus – Thomas Magnet, Eakin Elementary (2), SCHS

Chairwoman Neeley reported for the record having received a declaration of surplus from Thomas Magnet, two from Eakin Elementary, and one from Shelbyville Central High School.

A budget study session will be held on April 12 at 5pm in the central office building board room.

The next regular monthly meeting will be held on Tuesday, April 20 at 5:30 p.m. at Cascade High School.

Superintendent's Report

Dr. Garrett thanked the community, teachers, board members, county officials and everyone who had made her feel welcome over the past week.

Dr. Garrett announced that Mr. Tim Harwell would start as Interim Assistant Superintendent on April 5.

She gave a "shout out" to the Community Vikings boys' basketball team for making it to the state tournament.

Dr. Garrett concluded by thanking everyone for their patience at tonight's meeting as she had wanted to have as much information available as possible.

OTHER BUSINESS

Chairwoman Neeley thanked the new superintendent for the information provided.

ADJOURNMENT

The meeting adjourned at approximately 7:20 p.m., upon the motion of Mr. Forsee.

Overnight & Out-of-State Trip Request Form

School Cascade High School Team/ Group /Club / Individual FFA

Destination Daytonburg, TN Purpose of Trip TN State FFA Convention

Departure Date 6-27 Return Date 6-30

Mode of Travel bus Number of Students _____ (Please attach name listing)

Name of Coach(es) / Chaperone(s) / Sponsor(s) Mike Swafford, Christy Swafford,
Cliff Medcalf, Tiffanie Medcalf

Source of Funding for Trip FFA & Alumni

As school principal, I hereby certify with my signature that parental permission has been obtained for each participant and that each parent/guardian has been given a copy of the trip's itinerary and rules of conduct.



Signature of School Principal

4/5/21

Date Submitted for Board Action

FOR BOE OFFICE USE ONLY:

Date of Board Action _____

Approval []

Denial []

Cascade FFA

Event: State FFA Convention

Dates: June 27th-30th

Location: Gatlinburg, TN

Hotel: Edgewater Hotel

402 River Rd Gatlinburg, TN

(800) 262-0362

Students Attending

Emily Yates	Makenzie Parker	Kimber Cook	Laurel cox
Madelynne Carson	Farrayn Arnold	Cole Nevills	Katelin Threet
Jayden Sorrells	Carley Shatley	Sarina Richards	Emily Houle
Alyson Metcalf	Stacia Bowen	Dakota Simpson	

Chaperones:

Mike Swafford, Christy Swafford, Cliff Metcalf, Tiffanie Metcalf

Transportation: School Bus shared with Central

Overnight & Out-of-State Trip Request Form

School Shelbyville Central High School Team/ Group /Club / Individual FFA

Destination Grattinburg, TN Purpose of Trip TN State FFA Convention

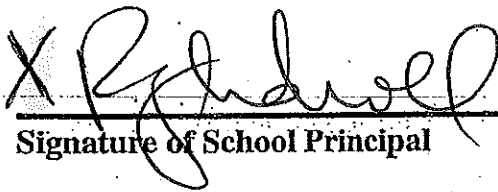
Departure Date 6-27-21 Return Date 6-30-2021

Mode of Travel BUS Number of Students 15 (Please attach name listing)

Name of Coach(es) / Chaperone(s) / Sponsor(s) Madison Smith, Becky Davis, & Mike Swafford

Source of Funding for Trip FFA & Alumni

As school principal, I hereby certify with my signature that parental permission has been obtained for each participant and that each parent/guardian has been given a copy of the trip's itinerary and rules of conduct.



Signature of School Principal

4/7/21

Date Submitted for Board Action

FOR BOE OFFICE USE ONLY:

Date of Board Action _____

Approval []

Denial []

April 5, 2020

Dear BCBOE,

The SCHS FFA Chapter would like permission to attend Tennessee State FFA Convention in Gatlinburg, TN. The dates for the trip are June 27-30. We will be staying at the Edgewater Hotel and Conference Center with the hotel information provided below. Students will be staying in 6 different rooms. Students will be receiving their State FFA Degrees, as well as attending the Tennessee State FFA Convention. The chapter will also be recognized at the state level for their involvement in FFA. SCHS and Cascade will be riding the same bus and staying in the same hotel.

Female students in attendance include:

Jamie Atwood
Elizabeth Atonsa
Cali Mason
Dorothy Brandon
Mia Moore
Khloe Davis
Allison Davis
Hannah Cripps
Abi Smith
Logan Grigs

Male students in attendance include:

Ian Alcox
Nick Moore
Tyler Tucker
Vaughan Holden
Daniel Cates

Chaperones:

Madison Smith (Advisor)
Becky Davis
Mike Swafford (Cascade's FFA Advisor)
Christy Swafford

Hotel Information:

Edgewater Hotel and Conference Center
402 River Rd, Gatlinburg, TN 37738
1865 436-4151

Thank you for your consideration,

Madison Smith

Madison Smith
Agriculture Educator and FFA Advisor

2021
VALEDICTORIANS
&
SALUTATORIANS



Bedford County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Covid-19 Leave	Descriptor Code: 5.3052	Issued Date: 04/20/21
		Rescinds: 5.3052	Issued: 01/19/21

1 *General*

2 This policy shall be in effect from January 1, 2021 until ~~March 31, 2021~~ **June 30, 2021**, ~~unless the Board~~
3 ~~takes action to extend it.~~ If the state or federal government issues a mandate for COVID-19 related leave
4 after adoption of this local policy, such mandated leave will supersede this policy entirely.

5 Employees should seek clarification from Human Resources if they have questions regarding the total
6 amount of leave and pay available to them.

7 **COMPENSATED SICK LEAVE**

8 Employees are entitled to up to two (2) weeks (or 80 hours) of paid sick leave if they are unable to work
9 or telework because the employee:

- 10 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 11
- 12 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 13
- 14 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 15
- 16 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The
17 individual must be someone with a personal relationship to the employee;
- 18
- 19 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
20 regularly provides child care is unavailable, for reasons related to COVID-19 and no other
21 suitable person is available to care for the child during the requested period of leave. Son or
22 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child
23 of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older
24 who is incapable of self-care because of a mental or physical disability; or
- 25

26 This paid leave may be taken if there is work available for the employee to complete and the
27 employee is unable to work or telework for one of the above reasons. Such leave is in addition to
28 any paid leave that an employee may already be entitled to (e.g. existing sick leave). Employees
29 are not required to exhaust any other paid leave benefit in order to utilize this new category of paid
30 sick leave.

31

32

Legal References

Cross References

Sick Leave 5.302
Family and Medical Leave 5.305

Bedford County Board of Education

Monitoring: Review: Annually in February	Descriptor Term: Teacher Tenure	Descriptor Code: 5.117	Issued Date: 04/20/21
		Rescinds: 5.117	Issued: 07/21/15

1 *General*

2 To attain tenure status,¹ a teacher shall: (1) meet tenure eligibility requirements; (2) be renewed and
3 recommended by the Superintendent of Schools; and (3) receive a majority vote of the Board.

4 **TENURE ELIGIBILITY²**

5 A teacher that meets the following requirements is eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has
7 the equivalent amount of training established and is licensed by the State Board of Education;
8
- 9 2. Holds a valid teacher license issued by the State Board of Education, based on training
10 covering the subjects or grades taught;
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)
13 months within the last seven-year period, the last two (2) years being employed in a regular
14 teaching position rather than an interim teaching position; and
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines
18 adopted by the State Board of Education, during the last two (2) years of the probationary
19 period.

20 **ACQUISITION OF TENURE STATUS**

21 Once a teacher is eligible for tenure, he/she shall be either recommended by the Superintendent of
22 Schools for tenure or non-renewed. If tenure is denied by the Board, the teacher shall be dismissed.³

23 The following additional guidelines shall apply:

- 24 1. The Superintendent of Schools will recommend persons eligible for tenure at a board meeting in
25 ample time to provide notice of non-renewal to each teacher not recommended for tenure within
26 five (5) business days following the last instructional day for the school year.⁴
27
- 28 2. The decision to grant tenure is solely within the discretion of the Board.⁵ Only those teachers who
29 receive a majority vote of the membership of the Board will be granted tenure.⁶
30
- 31 3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond
32 the current contract year.³

1 **TEACHER RETURNING TO EMPLOYMENT**

2 A teacher who has acquired tenure status in the school district and later resigns shall serve a two-year
3 probationary period upon reemployment, unless the probationary period is waived by the Board upon
4 request of the Superintendent of Schools. Upon completion of the two-year period, the teacher shall
5 either be recommended by the Superintendent of Schools for tenure or non-renewed. If tenure is denied
6 by the Board, the teacher shall be dismissed.³

7 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL DISTRICT⁷**

8 A tenured or non-tenured teacher with five (5) or more years of prior service that transfers from another
9 school district to begin employment in the Bedford County School System shall serve the regular
10 probationary period. The Board, upon the recommendation of the Superintendent of Schools, may waive
11 the probationary period and grant tenure status or shorten the probationary period.

12 If a non-tenured teacher with fewer than five (5) years of service transfers from another school district,
13 such teacher shall not be eligible for tenure status until the teacher has served at least five (5) years when
14 service in both school districts is counted.

15 All tenure decisions made under this section are subject to the requirements concerning overall teacher
16 performance effectiveness levels.

17 **TEACHER RETURNING TO PROBATIONARY STATUS⁸**

18 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall
19 performance effectiveness level of “below expectations” or “significantly below expectations” shall be
20 returned to probationary status by the Superintendent of Schools until the teacher has received two (2)
21 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above
22 expectations” or “significantly above expectations.”

23 When a teacher who has returned to probationary status has received two (2) consecutive years of
24 evaluations demonstrating an overall performance effectiveness level of “above expectations” or
25 “significantly above expectations,” the teacher is again eligible for tenure and shall be either
26 recommended by the Superintendent of Schools for tenure or non-renewed; provided, however, that the
27 teacher shall be dismissed if tenure is denied by the Board.³

28 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

~~The Board of Education will grant tenure only to those teachers who can present documentation of a record of excellence as a teacher and who are determined by State guidelines to be considered a “highly qualified” teacher or those making appropriate progress toward achieving that status. The Superintendent is responsible for documenting and presenting the recommendation for tenure to the Board of Education.⁴~~

~~Documentation of a record of excellence in teaching must include:~~

- ~~1. Consistently high ratings on evaluations conducted by the principal and/or other evaluators~~
- ~~2. Specific evidence of effectiveness in teaching students (if appropriate):~~

- ~~(a) Test scores, including the annual estimate of teacher effect on student progress²~~
- ~~(b) Narrative descriptions of specific examples of effectiveness with students~~
- ~~(c) Letters from parents~~
- ~~3. Record of attendance for the last five years~~
- ~~4. Documentation of strongly favorable student response~~
- ~~5. Letter from the principal summarizing reasons for recommendation for tenure~~
- ~~6. Other indicators of effectiveness may be included~~

The following additional guidelines will apply:

- ~~1. The decision to grant tenure is solely within the discretion of the Board of Education.³~~
- ~~2. The Superintendent will recommend persons eligible for tenure at a board meeting in ample time for the Superintendent to provide notice of non-renewal to each teacher not granted tenure within five (5) business days following the last instructional day for the school year.⁴~~
- ~~3. Only those teachers who receive a majority vote of the membership of the Board will be granted tenure.~~
- ~~4. Teachers who earn tenure will be honored by the Board in a special ceremony, either at a board meeting or in some other special public event.~~
- ~~5. A teacher who is eligible for tenure, but tenure is denied, shall not be rehired beyond the contract year.~~
- ~~6. No person who has been denied tenure by the Board of Education shall be employed in the school system in any position which requires a license.~~

Teacher Returning to Employment

~~A teacher who has attained tenure status in the school system and later resigns shall serve a two-year probationary period upon reemployment, unless the probationary period is waived by the Board upon request of the Superintendent. Upon completion of the two-year period, the teacher shall either be recommended by the Superintendent for tenure or non-renewed. If tenure is not granted, the teacher cannot continue in employment.⁴~~

Legal References

- 1. TCA 49-5-501(11)(A)
- 2. TCA 49-5-503
- 3. TCA 49-5-504(b)
- 4. TCA 49-5-409
- 5. TCA 49-2-203(a)(1)
- 6. TCA 49-2-202(g)
- 7. TCA 49-5-509
- 8. TCA 49-5-504(e), (f)

Legal References

- 1. Tenn. Code Ann. §49-2-301(b)(1)(J)
- 2. Tenn. Code Ann. §49-1-606(a)

~~3. Tenn. Code Ann. §49-2-203(1)~~

~~4. Tenn. Code Ann. §49-5-504(b);~~

~~—Tenn. Code Ann. §49-5-409;~~

~~—Public Acts of 2015, Chapter No. 232~~

2020-2021 Tenure Recommendations

The Background:

The following non-tenure teachers are being recommended to the superintendent by the specified principal and/or supervisor for rehire and tenure. It should be noted that each individual teacher has completed a probationary period of five (5) school years or not less than forty-five (45) months within the last 7 year period as a probationary teacher and has received evaluations demonstrating in overall performance effectiveness level of “above expectations” (4) or “significantly above expectations” (5) during the last two years of the probationary period.

The Recommendation:

The Superintendent recommends the listed individuals be granted tenure for the 2020-2021 school year:

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>SCHOOL</u>	<u>POSITION</u>
Broeder	Corey	Cascade High	English/Reading
Giel	Andrew	Cascade High	Special Education
Neeley	Melissa	Community Elem.	Fourth Grade
King	Holly	Community High	Math
Wexler	Kristin	Eakin	Kindergarten
Wilson	Rebecca	Eakin	Kindergarten
Rhodes	Kayla	Eastside	Third Grade
Napper	Gregory	Harris Middle	Band
Rose	Jennifer	Harris Middle	ESL
Napper	Carolee	Learning Way	Pre K
Presley	Danielle	Learning Way	Third Grade
Taylor	Alison	Learning Way	Third Grade
Tatom	Jordan	Liberty	Guidance
Byford	Elizabeth	Thomas	Second Grade
Hellman	Rebecca	Thomas	Kindergarten

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Facility owner:
Bedford County Board of Education
500 Madison Street
Shelbyville, TN 37160

Contract approval:
Robert Daniel, Director
Bedford County Department of Finance
200 Dover Street, Suite 102
Shelbyville, TN 37160

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

Davis Stokes Collaborative, P.C.
7121 Crossroads Boulevard
Brentwood, TN 37027

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

Community High School
100 Community Crossing
Unionville, TN 37180
The Project is a classroom addition of approximately 24,000 square feet to the existing Community High School

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The Bedford County Board of Education (hereafter, "Facility Owner") will, upon certification of availability of funds, authorize the Architect to commence work on the classroom addition herein defined. Once funds are available for construction purposes, the Architect will produce the final drawings and any necessary revisions to those drawings and will assist the Owner in procuring bids for the Work.↔

§ 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.)

The Project consists of an approximate 24,000 square foot classroom addition to the existing structure known as Community High School in Unionville, TN.↔

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

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

Preliminary estimates for the Cost of the Work including all required upgrades is \$6,000,000.↔

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

- .1 Design phase milestone dates, if any:

To be determined and approved by the Facility Owner and the Architect – an amendment to this Contract will be approved by all parties to this Contract↔

.2 Construction commencement date:

To be determined and approved by the Facility Owner and the Architect upon certification of the availability of funding – an amendment to this Contract will be approved by all parties to this Contract↔

.3 Substantial Completion date or dates:

To be determined and approved by the Facility Owner and the Architect once the Construction commencement date is set – an amendment to this Contract will be approved by all parties to this Contract↔

.4 Other milestone dates:

N/A↔

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid – the Work shall bid as a single bid package↔

§ 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.)

↔ Deleted, ↔

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

The Board of Education and Bedford County representatives shall jointly name an Owner’s Representative not later than thirty (30) days prior to the Commencement of the Work.↔

↔
↔
↔
↔
↔

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

Robert Daniel, Director↔

Bedford County Finance Department
200 Dover Street, Suite 110
Shelbyville, TN 37160

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(931) 685-2024

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

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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<< >>

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Surveyor, Materials Testing Consultant, and possible Sewerage Plant Expansion
Consultant/Engineer/Contractor to be Determined<->

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John W. Davis<->

Davis Stokes Collaborative, P.C.
7121 Crossroads Boulevard
Brentwood, TN 37027
Office: 615-726-0010
Cell: 615-351-7857

<->
<->
<->
<->
<->

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Latta Structural Engineers, L.L.C.<-><->

Attn: Trent Latta
8005 Church Street, E., Suite 216
Brentwood, TN 37027

Office: 615-750-3268
Cell: 615-714-3832

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.2 Mechanical Engineer:

Entech Engineering

Attn: Mitch Simpson
5301 Virginia Way, Suite 140
Brentwood, TN 37027
Office: 615-373-2640
Cell: 615-512-5046

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.3 Plumbing Engineer Electrical Engineer:

Entech Engineering

Attn: Mitch Simpson
5301 Virginia Way, Suite 140
Brentwood, TN 37027
Office: 615-373-2640
Cell: 615-512-5046

.4 Electrical Engineer:

Entech Engineering
Attn: Robert Albritton
5301 Virginia Way, Suite 140
Brentwood, TN 37027
Office: 615-373-2640
Cell: 615-512-5046

.5 Fire Protection Engineer:

Entech Engineering
Attn: Mitch Simpson
5301 Virginia Way, Suite 140
Brentwood, TN 37027
Office: 615-373-2640

Cell: 615-512-5046

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§ 1.1.1.2 Consultants retained under Supplemental Services:

To be determined

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~One Million Dollars~~ (\$ ~~1,000,000~~) for each occurrence and ~~Three Million Dollars~~ (\$ ~~3,000,000~~) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~One Million Dollars~~ (\$ ~~1,000,000~~) 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.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Four Million Dollars (\$ 4,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect 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 Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The 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 Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner shall make payment directly to governmental authorities for review fees including, but not limited to, TDEC and TFM.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) confirming responsiveness of ~~bids or proposals~~; (3) determining the successful bid ~~or proposal~~, if any; and, (4) ~~awarding and~~ preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals ~~(Deleted - not applicable.)~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date(s) the Architect issues the Certificate of Final Completion and the Certificate of Occupancy as issued by the Bedford County Codes Department~~final Certificate for Payment~~.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect in conjunction with the Owner's Representative, shall review Contractor-prepared ~~prepare~~ Change Orders ~~and Construction Change Directives~~ for the Owner's approval and execution in accordance with the

Contract Documents. The Architect in conjunction with the Owner's Representative shall prepare Construction Change Directives for the Owner's approval.

§ 3.6.5.3 All Change Order Requests (COR) must be submitted to the Owner in writing, signed by the Architect and the Contractor, and must be approved by the Owner at least ten (10) business days prior to work as detailed in the COR being commenced. The signature of the Owner shall indicate agreement to the COR and shall serve as a guarantee for payment. All invoices for payment shall be void and the Contractor shall be deemed to have relinquished all rights to payment absent adherence to this provision.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work. At Substantial Completion, the Architect shall assist the Owner's Representative and the County Building Codes Department in developing a punch list of incomplete or defective items and valuing said items of work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
§ 4.1.1.31 <u>State required structural analysis of existing building. Seismic Design</u>	

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

<< >>

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.~~

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- ~~1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;~~
- ~~2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;~~
- ~~3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;~~
- ~~4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;~~
- ~~5 Preparation for, and attendance at, a public presentation, meeting or hearing; Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;~~
- ~~6 Evaluation of the qualifications of entities providing bids or proposals; Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or, Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- ~~8 Assistance to the Initial Decision Maker, if other than the Architect;~~
~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;~~
- ~~9 Evaluation of the qualifications of entities providing bids or proposals;~~
- ~~10 Consultation concerning replacement of Work resulting from fire or other cause during construction;~~
~~or,~~
- ~~11 Assistance to the Initial Decision Maker, if other than the Architect.~~

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study~~

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- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; and
- ~~3 Evaluating an extensive number of Claims as the Initial Decision Maker, Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
 - ~~4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
 - ~~5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 ~~Two~~ (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 ~~Twice monthly~~ () visits to the site by the Architect during construction
- 3 ~~Two~~ (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 ~~Two~~ (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3. Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~Twenty-Four~~ (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ - 2017, Sustainable Projects Exhibit, attached to this Agreement.~~

§ 5.78 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.89 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.104 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.112 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.123 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.134 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.145 Within fifteen (15) days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 ~~Litigation~~Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be brought exclusively in the Circuit or Chancery courts located in Bedford County, Tennessee, shall be governed by and interpreted in accordance with the laws of Tennessee. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such courts and waives any: (i) objection it may have to any proceedings brought in any such court; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that the court does not have jurisdiction over such party. Each party specifically and irrevocably consents to subject matter jurisdiction for such claims or disputes. subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. ~~Deleted.~~

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~~§ 8.2.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~Deleted.~~

~~§ 8.2.4~~ ~~Deleted.~~ If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)



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

~~§ 8.3 Deleted. Arbitration~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:

~~The Architect shall be compensated for the work completed.↔~~

- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~To be determined.↔~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least fourteen (+14) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.10 The design and documentation of this Project are based upon the Architect’s professional judgment concerning regulations current available for implementation of the Americans with Disabilities Act of 1990. Those regulations are still in the process of refinement and are subject to amendment, and their interpretation and application on actual projects are yet to be determined. As a result, the Architect shall not be responsible for variations from information reasonably available at the time of the design of this Project. Services necessary to

bring the Project into compliance with subsequent regulations or their interpretation or application shall be performed as Additional Services and compensation shall be provided as detailed in this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Seven percent (-7%) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Fee to be billed on a monthly basis on the percentage of work complete for the completion of each phase as set forth in Section 11.5.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

~~Deleted.~~

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Amount Agreed to in writing by Owner or hourly per the following schedule:

Hourly Rates:

Principal	\$250.00
Team Leader	\$200.00
Architect	\$185.00
Project Manager	\$150.00
Project Coordinator	\$115.00
Clerical	\$ 90.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (-5%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Twenty	percent (20	%)
Procurement Phase	Fifteen	percent (15	%)
Construction Phase	Fifteen	percent (15	%)
Completion and Delivery of Certificate of Occupancy	Ten	percent (10	%)
Total Basic Compensation	One Hundred	percent (100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. ~~Permitting and other fees required by authorities having jurisdiction over the Project; Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
3. ~~Printing, reproductions, plots, and standard form documents; Permitting and other fees required by authorities having jurisdiction over the Project;~~
4. ~~Postage, handling, and delivery; Printing, reproductions, plots, and standard form documents;~~
5. ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Postage, handling, and delivery;~~
6. ~~All taxes levied on professional services and on reimbursable expenses; Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
7. ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~
8. ~~Other similar Project-related expenditures. If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~
9. ~~All taxes levied on professional services and on reimbursable expenses;~~
10. ~~Site office expenses;~~
11. ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and;~~
12. ~~Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Deleted.~~

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») 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 Architect.
(Insert rate of monthly or annual interest agreed upon.)

Zero (0%) %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

~~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.)~~

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.3 Exhibits

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.34 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

Diane Neelev, Chairman
Bedford County Board of Education
(Printed name and title)

For the Bedford County Finance Department

Robert Daniel, County Finance Director

ARCHITECT (Signature)

John W. Davis, Principal
Davis Stokes Collaborative, P.C.
(Printed name, title, and license number, if required)

Certified as to Legality:

John T. Bobo, County Attorney
For Bedford County, TN

Charles W. Cagle, Attorney
Bedford County Board of Education

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Bedford County Board of Education

Dr. Tammy Garrett, Director of Schools

500 Madison Street
Shelbyville, TN 37160
Phone (931)684-3284

Federal Programs Department

ESSER 2.0 At a Glance

Total Grant Award: \$7,091,905.34

Original budget approved by TNDOE on 3/31/2021.

Revision completed on 4/5/2021. State Department of Education approval granted on 4/11/2021.

1. Addressing Learning Loss (\$2,672,615.34)
 - a. Summer Learning Loss Camps (mandated by TNDOE)
 - i. Elementary: 4-week program: 3 teachers per grade (K,1,2,3,4,5) per school
 - ii. Middle: 4-week program: 1 teacher per grade (6,7,8) at Cascade, Community, and Liberty. 3 per grade at HMS
 - iii. High (Tutoring and grade repair): Subjects: Algebra I, Algebra II, English I, and Biology: 1 teacher for each at Cascade and Community; 2 at SCHS
 - b. Transportation and meal costs for summer camps
 - c. Professional development for teachers regarding RLA, math, and student interventions
 - d. *\$1,000 for each of the 12 Summer Learning sites for materials and supplies*
2. Purchasing Educational Technology (\$2,050,290.26)
 - a. Finish purchase of laptops for all certified staff (began under ESSER 1.0)
 - b. Finish purchase of laptops to complete 1:1 districtwide
 - c. Purchase laptop cases to protect technology investment
 - d. *Fund 415 mobile hotspots for 1 year (provided by T-Mobile in partnership with TNDOE) (removed)*
 - e. Purchase CTE equipment to accelerate student learning and provide the opportunity for students to earn industry certifications
 - f. *Purchase of 60 laptop carts for secure storage and charging*
3. Transportation (\$714,209.74)
 - a. Funding for school buses to potentially diminish load counts
4. Social-Emotional Learning Professional Development (\$87,580.00)
 - a. Available for all faculty and staff
 - b. Focused on responding to student needs which have been exacerbated by COVID-19
5. Stipends for All Employees (\$1,567,210.00)
 - a. One-time, \$1,000.00 for all employees
 - b. Required benefits included in Grant
 - c. In-line with other systems including: Knox, Davidson, Franklin, Hawkins, Putnam, Hickman, and Johnson



Bedford County Board of Education

Dr. Tammy Garrett, Director of Schools

500 Madison Street
Shelbyville, TN 37160
Phone (931)684-3284

2021 BCS Bonus Procedure*

- I. BEP Funded Bonus
 - a. In January 2021, the Tennessee General Assembly passed legislation to provide additional funding for teachers and certified personnel, effective for the second half of the current fiscal year (Jan, 1, 2021-Jun 30, 2021). School nurses were included in the legislation. The General Assembly gave local school districts discretion on how to distribute these funds. BCS received \$375,000 (less related benefits) to be distributed.
 - b. Per the School Board action of March 16, 2021, BCS will pool these funds and evenly divide them among all certified employees and nurses as a one-time bonus.
 - c. The bonus will be applied to their June 15, 2021 paycheck.
 - d. In accordance with IRS regulations, all applicable taxes will be deducted from these one-time payments.
 - e. Contracted positions through BCS are not eligible for the bonus.

- II. ESSER 2.0 Bonus
 - a. One-time \$1,000 bonus for all BCS employees funded through the CRRSA Act.
 - b. Each employee, full-time and part-time, certified and classified, who began work on or before March 1, 2021 and are actively employed by BCS through May 21, 2021 are eligible for the bonus.
 - c. The bonus will be applied to the June 15, 2021 paycheck.
 - d. In accordance with IRS regulations, all applicable taxes will be deducted from these one-time payments.
 - e. "Actively employed" includes individuals who are on paid or unpaid approved FMLA leave, COVID leave, military leave, or workers compensation leave.
 - f. Contracted positions through BCS are not eligible for the bonus.



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Budget Overview

Bedford County (020) Public District - FY 2021 - Elementary and Secondary School Emergency Relief (ESSER) 2.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 2.0

Go To

Indirect Cost

Total Contributing to Indirect Cost **\$5,221,695.60**

Indirect Cost Rate **17.36%**

Maximum Allowed for Indirect Cost **\$772,398.05**

Filter by Location: **All - \$7,091,905.34**

[Show Unbudgeted Categories](#)

Schuler, Lori

Production Session Timeout 00:28:46

Account Number	71100 - Regular Instruction Program	72120 - Health Services	72210 - Support Services/Regular Instruction Program	72620 - Maintenance of Plant	72710 - Transportation	73100 - Food Service	Total
Line Item Number							
146 - Bus Drivers					144,000.00		144,000.00
165 - Cafeteria Personnel						150,000.00	150,000.00
189 - Other Salaries & Wages	1,050,000.00	10,000.00	1,553,000.00	78,000.00	103,000.00	84,000.00	2,878,000.00
201 - Social Security	65,100.00	620.00	99,200.00	4,836.00	15,316.00	14,515.00	199,587.00
204 - State Retirement	111,615.00	1,063.00	170,080.00	8,292.00	26,259.00	24,905.00	342,214.00
210 - Unemployment Compensation	0.00	0.00	0.00	0.00	550.00	0.00	550.00
212 - Employer Medicare	14,998.00	145.00	23,200.00	1,131.00	3,563.00	3,602.00	46,639.00
399 - Other Contracted Services	0.00	0.00	162,250.00	0.00	0.00	0.00	162,250.00
412 - Diesel Fuel					79,200.00		79,200.00
422 - Food Supplies						105,135.34	105,135.34
499 - Other Supplies and Materials	258,000.00	0.00	460,000.00	0.00	10,000.00	0.00	728,000.00
524 - In-Service / Staff Development		0.00	300,330.00	0.00	0.00	0.00	300,330.00
599 - Other Charges	0.00	0.00	85,790.26	0.00	0.00	0.00	85,790.26
722 - Regular Instruction Equipment	1,156,000.00						1,156,000.00
729 - Transportation Equipment					714,209.74		714,209.74
Total	2,655,713.00	11,828.00	2,853,850.26	92,259.00	1,096,097.74	382,157.34	7,091,905.34
						Adjusted Allocation	7,091,905.34
						Remaining	0.00

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Budget Overview Plus/Minus

Bedford County (020) Public District - FY 2021 - Elementary and Secondary School Emergency Relief (ESSER) 2.0 - Rev 1 - Elementary and Secondary School Emergency Relief (ESSER) 2.0

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Indirect Cost	
Total Contributing to Indirect Cost	\$5,170,445.60
Indirect Cost Rate	17.36%
Maximum Allowed for Indirect Cost	\$764,817.10

Filter by Location: **All - \$7,091,905.34** ▼
[Show Unbudgeted Categories](#)

Schuler, Lori
Production
 Session Timeout
 00:29:50

Account Number	71100 - Regular Instruction Program	72120 - Health Services	72210 - Support Services/Regular Instruction Program	72820 - Maintenance of Plant	72710 - Transportation	73100 - Food Services	
Line Item Number							
146 - Bus Drivers					144,000.00		144,000.00
165 - Cafeteria Personnel						150,000.00	150,000.00
189 - Other Salaries & Wages	1,050,000.00	10,000.00	1,553,000.00	78,000.00	103,000.00	84,000.00	2,878,000.00
201 - Social Security	65,100.00	620.00	99,200.00	4,836.00	15,316.00	14,515.00	199,587.00
204 - State Retirement	111,615.00	1,063.00	170,080.00	8,292.00	26,259.00	24,905.00	342,214.00
210 - Unemployment Compensation	0.00	0.00	0.00	0.00	550.00	0.00	550.00
212 - Employer Medicare	14,998.00	145.00	23,200.00	1,131.00	3,563.00	3,602.00	46,639.00
399 - Other Contracted Services	0.00	0.00	100,000.00 -\$62,250.00	0.00	0.00	0.00	100,000.00 -\$62,250.00
412 - Diesel Fuel					79,200.00		79,200.00
422 - Food Supplies						105,135.34	105,135.34
499 - Other Supplies and Materials	258,000.00	0.00	471,000.00 +\$11,000.00	0.00	10,000.00	0.00	739,000.00 +\$11,000.00
524 - In-Service / Staff Development		0.00	300,330.00	0.00	0.00	0.00	300,330.00
599 - Other Charges	0.00	0.00	85,790.26	0.00	0.00	0.00	85,790.26
722 - Regular Instruction Equipment	1,156,000.00						1,156,000.00
729 - Transportation Equipment					714,209.74		714,209.74
790 - Other Equipment		0.00	51,250.00 +\$51,250.00				51,250.00 +\$51,250.00
Total	2,655,713.00	11,828.00	2,853,850.26	92,259.00	1,086,097.74	382,157.34	7,091,905.34
						Adjusted Allocation	7,091,905.34
						Remaining	0.00

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Budget Overview Plus/Minus

Badford County (020) Public District - FY 2021 - CTE Perkins Basic - Rev 4 - CTE Perkins Basic

Go To

Indirect Cost	
Total Contributing to Indirect Cost	\$04,864.64
Indirect Cost Rate	2.26%
Maximum Allowed for Indirect Cost	\$1,875.55

Filter by Location: All - \$156,301.46

[Show Unbudgeted Categories](#)

Schuler, Lori
Production
Session Timeout
00:26:46

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	
Line Item Number				
162 - Clerical Personnel	0.00		6,000.00	6,000.00
189PD - Other Salaries & Wages (PD)		9,000.00		9,000.00
201 - Social Security	0.00	558.00	372.00	930.00
204 - State Retirement	0.00	924.30	248.40	1,172.70
212 - Employer Medicare	0.00	130.50	87.00	217.50
336 - Maintenance & Repair Services - Equipment	0.00			0.00
	-\$500.00			-\$500.00
355C - Travel (CTSO)		11,225.47		11,225.47
399 - Other Contracted Services	0.00	6,000.00		6,000.00
429 - Instructional Supplies & Materials	34,318.97			34,318.97
	-\$280.00			-\$280.00
499 - Other Supplies and Materials	10,500.00		0.00	10,500.00
	-\$4,500.00			-\$4,500.00
524 - In-Service / Staff Development			2,500.00	2,500.00
			-\$2,500.00	-\$2,500.00
524PD - In-Service / Staff Development (PD)		9,000.00		9,000.00
		-\$4,001.00		-\$4,001.00
730 - Vocational Instruction Equipment	65,436.82			65,436.82
	+\$11,781.00			+\$11,781.00
Total	110,255.79	36,838.27	9,207.40	156,301.46
	+\$6,501.00	-\$4,001.00	-\$2,500.00	
			Adjusted Allocation	156,301.46
			Remaining	0.00

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Budget Overview Plus/Minus

Bedford County (020) Public District - FY 2021 - Consolidated - Rev 5 - Title V

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Indirect Cost	
Total Contributing to Indirect Cost	\$308,683.36
Indirect Cost Rate	2.26%
Maximum Allowed for Indirect Cost	\$6,822.06

Filter by Location: All - \$308,683.36
[Show Unbudgeted Categories](#)

Schuler, Lori

Production

Session Timeout
00:13:43

Line Item Number	Account Number	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
189 - Other Salaries & Wages		28,000.00	75,000.00	103,000.00
201 - Social Security		2,200.00	7,440.00	9,640.00
204 - State Retirement		0.00	12,756.00	12,756.00
207 - Medical Insurance		0.00	12,000.00	12,000.00
210 - Unemployment Compensation		0.00	500.00	500.00
212 - Employer Medicare		1,355.00	1,740.00	3,095.00
355 - Travel		1,125.93	0.00	1,125.93
499 - Other Supplies and Materials		28,352.26	10,000.00	38,352.26
			+\$10,000.00	+\$10,000.00
524 - In-Service / Staff Development		0.00	128,214.17	128,214.17
			-\$10,000.00	-\$10,000.00
Total		61,033.19	247,650.17	308,683.36
			Adjusted Allocation	308,683.36
			Remaining	0.00

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Budget Overview Plus/Minus

Bedford County (020) Public District - FY 2021 - IDEA Partnership for Systemic Change (K-12) - Rev 3 - Implementation Grant

Go To

Indirect Cost	
Total Contributing to Indirect Cost	\$50,001.00
Indirect Cost Rate	2.26%
Maximum Allowed for Indirect Cost	\$1,105.04

Filter by Location:
[Show Unbudgeted Categories](#)

Account Number	71208 - Special Education Program	72226 - Support Services/Special Education Program	Total
----------------	-----------------------------------	--	-------

Schuler, Lori

Production
Session Timeout
00:24:21

Line Item Number				Total
189 - Other Salaries & Wages	16,100.00		0.00	16,100.00
	-\$9,500.00			-\$9,500.00
201 - Social Security	1,588.00		0.00	1,588.00
204 - State Retirement	2,318.00		0.00	2,318.00
212 - Employer Medicare	372.00		0.00	372.00
429 - Instructional Supplies & Materials	19,323.00			19,323.00
	+\$9,500.00			+\$9,500.00
499 - Other Supplies and Materials	0.00	1,504.00		1,504.00
524 - In-Service / Staff Development		8,798.00		8,798.00
Total	39,701.00	10,300.00		50,001.00
		Adjusted Allocation		50,001.00
		Remaining		0.00

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PROPOSAL FORM

TO: Bedford County Department of Finance
200 Dover Street, Suite 102
Shelbyville, Tennessee 37160

Re: Bid No. 21-18

Gentlemen:

Having examined the specifications for a School Buses, we (I) submit the following proposal:

Transit Style Special Needs School Bus - each

\$ 108,990.00 each

Deduction for FOB Shipping Point (Body Plant) per unit

0

Calendar Delivery Days after Receipt of Purchase order

190 days A.R.O. or sooner

*** Failure to deliver complete bus units on the agreed date will result in a penalty of \$100.00 per day until delivery. ***

Company Name: Mid-South Bus Center, Inc.

Mailing Address: 3512 Bill Smith Drive
Mid-Crossboro, TN. 37129

Signature and Title of Bidder: Chuck [Signature] Sales/Co-Owner

Date: 4/12/21

Telephone Number: 615-890-6368

Email: Chuck@thebuscenter.com

WE Added:
4 CAMERA \$2,750
REAR DOOR ALERT \$850
ALL EXT. LEB \$2,200
AIR CONDITIONAL \$9,400
\$15,200
TOTAL \$124,190.00

* You may purchase as many buses as you need at the individual price.

* Add \$2000.00 per bus for any order after May 12, 2021 and upto December 12, 2021.

* SEE optional upgrades on last page. A/C, camera, etc.

Camera	Camera brand to be compatible w/ current fleet			
Camera	digital 8 camera system w/3 head include triggers, panic, GPS	Add	\$ 2400.00	per bus
Camera	digital 8 camera system w/4 head include triggers, panic, GPS	Add	\$ 2750.00	per bus
Camera	digital 8 camera system w/5 head include triggers, panic, GPS	Add	\$ 3100.00	per bus
Camera	digital 8 camera system w/6 head include triggers, panic, GPS	Add	\$ 3450.00	per bus
Camera	each additional camera head	Add	\$ 350.00	per bus
Stop Arm	Additional stop arm mtd driver's side rear of bus	Add	\$ 800.00	per bus
Driver Alert Sign	Rear door Mtd "Driver Alert Sign" warning light activated	Add	\$ 850.00	per bus
Air Drum Brakes	Front and rear Air Drum brakes w/ rear Air ride suspension 5" front and 7" rear	Save	\$ Not available	per bus
Air Drum Brakes	Front and rear Air Drum brakes w/ rear Air ride suspension 6" front and 8" rear	Save	\$ Not available	per bus
Engine	Cummins ISB 240 HP Engine w/ 600 ft. lbs. tq.	Add	\$ 600.00	per bus
Engine	Cummins ISB 250 HP Engine w/ 600 ft. lbs. tq.	Add	\$ 1300.00	per bus
Transmission	Allison with 6 speeds PTS 3000 w/ 5 yr warranty	Add	\$ 4300.00	per bus
Two Way radio	Two way radio compatible with county's fleet	Add	\$ 978.00	per bus
LED Lights	All exterior lights to be LED	Add	\$ 2200.00	per bus
LED Warning Lights	Only exterior Warning lights to be LED and Strobing	Add	\$ 1600.00	per bus
Integrated Child Seat	Integrated Child seats added or removed from existing seat		\$ 260.00	per bus
Air Conditioning	MCC Brand, minimum 126K BTU w/ inwall front & inwall rear evaporator, skirt condensers, dual compressors	Add	\$ 9400.00	per bus
Rear Axle and Suspension	Both to be 23,000 lbs. minimum GVWR and airride	Add	\$ Included 0	per bus
Front Axle	14,000 14,600 lbs. minimum GVWR	Add	\$ Included 0	per bus
Front Suspension	14,000 14,600 lbs. minimum GVWR	Add	\$ Included 0	per bus
Seats	cost to add or delete a 39" high back track mounted seat.	Add/save	\$ 530.00	per seat per bus
Seats	cost to add or delete 39" high back seat w/ ICS	Add/save	\$ 450.00	per seat per bus
W/C	Cost to add or delete one w/c position, tracks, & tie-downs	Add/save	\$ 650.00	per position per bus

REQUIRED
R-TBB

This bid is good for ^{only 12-12-21} one (1) year from opening date and it may be shared with other Local Education Agencies in the state of Tennessee.

Signed: 

Date: 4/12/21

PROPOSAL FORM

TO: Bedford County Department of Finance
200 Dover Street, Suite 102
Shelbyville, Tennessee 37160

Re: Bid No. 21-19

Gentlemen:

Having examined the specifications for a School Buses, we (I) submit the following proposal:

90 Passenger Transit Style School Bus - each

\$ 98,261.00 each

Deduction for FOB Shipping Point (Body Plant) per unit

Ø FOB Bedford Co
SBG

Calendar Delivery Days after Receipt of Purchase order

185 days A.R.O. or
Sooner

*** Failure to deliver complete bus units on the agreed date will result in a penalty of \$100.00 per day until delivery. ***

Company Name: Mid-South Bus Center, Inc.

Mailing Address: 3512 Bill Smith Drive
Murfreesboro, TN 3712

Signature and Title of Bidder: Chuck [Signature]

Date: 4/12/21

Telephone Number: 615-890-6368

Email: Chuck@thebuscenter.co

WE ADDED:
4 CAMERA SYSTEM
\$2,850.00

TOTAL \$101,110.00

WE WILL ALSO
ADD TWO-WAY
RADIOS WHEN
WE GET THEM
ON SITE.

★ For 1 head camera add \$1800.00, Add \$350 for each add. through head installation.

★ You may purchase as many buses as you need at the individual price:

★ Add \$1400.00 to any order after August 12, 2021 and upto 12/12/21.

BEDFORD COUNTY SCHOOLS

MONTHLY FINANCIAL REPORT

Month Ending February 28, 2021

CHILD NUTRITION FUND 143

2020-21

Presented to the Bedford County Board of Education

Dr. Tammy Garrett, Superintendent

Mrs. Diane Neeley, Chairman

Mr. Robert Daniel, Director of Finance

BEDFORD COUNTY CHILD NUTRITION FUND 143
MONTHLY FINANCIAL REPORT
February 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
43000 Chg. for Current Serv.	300,000	43,686	256,314	14.56%	6,692
44000 Other Local Revenues	3,000	557	2,443	18.58%	134
47100 Fed. Funds Rec.-State	4,900,000	3,045,858	1,854,142	62.16%	810,397
49000 Other Sources(Non-Revenue)	0	0	0	0.00%	0
14100 TOTAL EST. REVENUES & OTHER	5,203,000	3,090,102	2,112,898	59.39%	817,223
30000 Reserves and/or Fund Balances	1,619,846				
TOTAL AVAILABLE FUNDS	6,822,846				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Oper. of Non-Instructional Services					
72300 General Administration	54,000	54,000	0	100.00%	0
73100 Food Service	5,650,424	2,772,313	2,878,111	49.06%	43,885
99100 Transfers	22,012	0	22,012	0.00%	0
TOTAL EXPENDITURES	5,726,436	2,826,313	2,900,123	49.36%	43,885
39000 Reserves and/or Fund Balances	1,096,410				

BEDFORD COUNTY SCHOOLS

MONTHLY FINANCIAL REPORT

Month Ending February 28, 2021

CHILD NUTRITION FUND 143

2020-21

Presented to the Bedford County Board of Education

Dr. Tammy Garrett, Superintendent

Mrs. Diane Neeley, Chairman

Mr. Robert Daniel, Director of Finance

BEDFORD COUNTY CHILD NUTRITION FUND 143
MONTHLY FINANCIAL REPORT
February 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
43000 Chg. for Current Serv.	300,000	43,686	256,314	14.56%	6,692
44000 Other Local Revenues	3,000	557	2,443	18.58%	134
47100 Fed. Funds Rec.-State	4,900,000	3,045,858	1,854,142	62.16%	810,397
49000 Other Sources(Non-Revenue)	0	0	0	0.00%	0
14100 TOTAL EST. REVENUES & OTHER	5,203,000	3,090,102	2,112,898	59.39%	817,223
30000 Reserves and/or Fund Balances	1,619,846				
TOTAL AVAILABLE FUNDS	6,822,846				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Oper. of Non-Instructional Services					
72300 General Administration	54,000	54,000	0	100.00%	0
73100 Food Service	5,650,424	2,772,313	2,878,111	49.06%	43,885
99100 Transfers	22,012	0	22,012	0.00%	0
TOTAL EXPENDITURES	5,726,436	2,826,313	2,900,123	49.36%	43,885
39000 Reserves and/or Fund Balances	1,096,410				

BEDFORD COUNTY SCHOOLS

MONTHLY FINANCIAL REPORT

Month Ending March 31, 2021

**GENERAL PURPOSE SCHOOL FUND 141
SCHOOL FEDERAL PROJECTS FUND 142
CHILD NUTRITION FUND 143
SCHOOL AGE CARE PROGRAM FUND 146**

2020-21

Presented to the Bedford County Board of Education

Dr. Tammy Garrett, Superintendent

Mrs. Diane Neeley, Chairman

Mr. Robert Daniel, Director of Finance

BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND
MONTHLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
40000 Local Taxes	12,576,970	11,602,127	974,843	92.25%	782,198
41000 Licenses & Permits	3,000	1,134	1,866	37.80%	90
43000 Chg. for Current Serv.	124,269	26,481	97,788	21.31%	2,563
44000 Other Local Revenues	178,150	117,700	60,450	66.07%	14,772
46500 State Ed. Funds	53,863,731	42,972,706	10,891,025	79.78%	5,358,919
46800 Other State Revenues	1,040	16,540	(15,500)	0.00%	0
47100 Fed. Funds Rec.-State	0	80,015	(80,015)	0.00%	0
47600 Direct Fed. Revenues	0	0	0	0.00%	0
49000 Other Sources(Non-Revenue)	35,350	97,644	(62,294)	276.22%	23,405
14100 TOTAL EST. REVENUES & OTHER	66,782,510	54,914,346	11,868,164	82.23%	6,181,948
30000 Unassigned Fund Balance	9,217,959				
Committed Fund Balance	8,290,293				
Assigned Fund Balance	0				
Restricted Fund Balance	109,822				
TOTAL AVAILABLE FUNDS	84,400,584				

BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND
MONTHLY FINANCIAL REPORT
March 2021

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Instruction					
71100 Regular Inst. Prog.	38,012,153	24,102,404	13,909,749	63.41%	2,866,442
71150 Alternative Inst. Prog.	696,647	380,069	316,578	54.56%	54,493
71200 Spec. Ed. Program	3,775,435	2,251,270	1,524,165	59.63%	286,410
71300 Voc. Ed. Program	1,551,620	1,022,556	529,064	65.90%	126,735
71900 Other	0	0	0	0.00%	0
Support Services					
72110 Attendance	132,281	86,709	45,572	65.55%	9,431
72120 Health Services	618,999	419,452	199,547	67.76%	51,787
72130 Other Student Support	2,181,133	1,350,195	830,937	61.90%	143,519
72210 Regular Instruction Staff	1,825,575	1,064,202	761,373	58.29%	155,518
72215 Alternative Instructional Staff	0	0	0	0.00%	0
72220 Special Education Instructional Staff	451,209	329,716	121,493	73.07%	35,406
72230 Vocational Instructional Staff	30,200	18,065	12,135	59.82%	1,373
72250 Technology	1,285,272	935,849	349,423	72.81%	108,923
72290 Other Programs	0	0	0	0.00%	0
72310 Board of Education	1,283,834	820,593	463,241	63.92%	35,550
72320 Office of Superintendent	484,744	330,601	154,143	68.20%	54,202
72410 Office of Principal	4,095,544	2,950,044	1,145,501	72.03%	351,483
72520 Human Services	275,934	140,707	135,227	50.99%	19,700
72610 Operation of Plant	6,609,903	4,117,212	2,492,691	62.29%	449,261
72620 Maintenance of Plant	2,534,752	1,735,959	798,793	68.49%	217,964
72710 Student Transportation	3,986,576	2,655,457	1,331,119	66.61%	201,515
72810 Central and Other	0	0	0	0.00%	0
Oper. of Non-Instructional Services					
73100 Food Service	54,022	76,345	(22,323)	141.32%	8,137
73300 Community Services	147,388	52,832	94,556	35.85%	11,326
73400 Early Childhood Education	706,386	455,185	251,201	64.44%	56,087
76100 Reg.Capital Outlay	2,708,915	476,718	2,232,197	17.60%	261,208
81300 Education Debt Service	0	0	0	0.00%	0
91300 Education Capital Projects	0	0	0	0.00%	0
99100 Operating Transfers	42,505	0	42,505	0.00%	0
TOTAL EXPENDITURES	73,491,027	45,772,141	27,718,886	62.28%	5,506,471
Less: Committed Fund Balance	4,687,457				
Restricted Fund Balance	74,822				
3% Fund Balance	2,104,622				
39000 Unassigned Fund Balance	4,042,656				

BEDFORD COUNTY FEDERAL PROJECTS FUND 142
MONTHLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
47100 Fed. Funds Rec.-State	8,549,895	4,776,355	3,773,539	55.86%	691,494
14100 TOTAL EST. REVENUES & OTHER	8,549,895	4,776,355	3,773,539	55.86%	691,494
30000 Reserves and/or Fund Balances	0				
TOTAL AVAILABLE FUNDS	8,549,895				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Instruction					
71100 Regular Inst. Prog.	3,574,688	2,650,145	924,543	74.14%	204,504
71200 Spec. Ed. Program	1,608,940	800,633	808,307	49.76%	161,471
71300 Voc. Ed. Program	103,755	93,040	10,715	89.67%	11,496
Support Services					
72120 Health Services	2,500	115	2,385	4.60%	0
72130 Other Student Support	165,432	55,119	110,312	33.32%	26,037
72210 Regular Instruction Staff	2,091,143	965,134	1,126,008	46.15%	117,608
72220 Special Education Staff	575,493	262,981	312,512	45.70%	41,349
72230 Vocational Education Staff	11,707	6,031	5,677	51.51%	559
72250 Technology	59,244	59,244	0	100.00%	0
72710 Student Transportation	353,045	213,439	139,606	60.46%	28,007
Oper. of Non-Instructional Services					
73100 Food Service	3,948	500	3,448	12.66%	0
99100 Operating Transfers	0	0	0	0.00%	0
TOTAL EXPENDITURES	8,549,895	5,106,380	3,443,514	59.72%	591,031
39000 Reserves and/or Fund Balances	0				

BEDFORD COUNTY CHILD NUTRITION FUND 143
MONTHLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
43000 Chg. for Current Serv.	300,000	54,914	245,086	18.30%	11,228
44000 Other Local Revenues	3,000	746	2,254	24.88%	189
47100 Fed. Funds Rec.-State	4,900,000	3,628,611	1,271,389	74.05%	582,753
49000 Other Sources(Non-Revenue)	0	0	0	0.00%	0
14100 TOTAL EST. REVENUES & OTHER	5,203,000	3,684,272	1,518,728	70.81%	594,170
30000 Reserves and/or Fund Balances	1,619,846				
TOTAL AVAILABLE FUNDS	6,822,846				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Oper. of Non-Instructional Services					
72300 General Administration	54,000	54,000	0	100.00%	0
73100 Food Service	5,650,424	3,255,017	2,395,407	57.61%	482,704
99100 Transfers	22,012	0	22,012	0.00%	0
TOTAL EXPENDITURES	5,726,436	3,309,017	2,417,419	57.78%	482,704
39000 Reserves and/or Fund Balances	1,096,410				

BEDFORD COUNTY SCHOOL AGE CARE PROGRAM FUND 146
MONTHLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	YEAR TO DATE REVENUES	UNREALIZED REVENUES TO DATE	PERCENT REALIZED	CURRENT MONTH REVENUE
EST. REVENUES & OTHER SOURCES					
43000 Chg. for Current Serv.	559,578	246,598	312,980	44.07%	49,512
44000 Other Local Revenues	0	40	(40)	0.00%	0
46000 State of Tennessee	0	0	0	0.00%	0
14100 TOTAL EST. REVENUES & OTHER	559,578	246,638	312,940	44.08%	49,512
30000 Reserves and/or Fund Balances	246,861				
TOTAL AVAILABLE FUNDS	806,439				

	APPROPRIATIONS 2020-21	YEAR TO DATE EXPENDITURES/ ENCUMBRANCES	UNEXPENDED / UNENCUMBERED TO DATE	PERCENT USED	CURRENT MONTH EXPENDITURES/ ENCUMBRANCES
EXPENDITURES (APPROPRIATIONS)					
Oper. of Non-Instructional Services					
72300 General Administration	1,800	1,800	0	100.00%	0
73300 Community Service	567,059	255,702	311,357	45.09%	27,226
79100 Operating Transfers	0	0	0	0.00%	0
79200 Residual Equity Transfers	0	0	0	0.00%	0
TOTAL EXPENDITURES	568,859	257,502	311,357	45.27%	27,226
39000 Reserves and/or Fund Balances	237,580				

BEDFORD COUNTY SCHOOLS

QUARTERLY FINANCIAL REPORT

Quarter Ending March 31, 2020

2020-21

Presented to the Bedford County Board of Education

Dr. Tammy Garrett, Superintendent

Mrs. Diane Neeley, Chairman

Mr. Robert Daniel, Director of Finance

BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND 141
QUARTERLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	QUARTER TO DATE Revenues	UNREALIZED REVENUES TO DATE	PERCENT REALIZED
EST. REVENUES & OTHER SOURCES				
40000 Local Taxes	12,576,970	11,602,127	974,843	92.25%
41000 Licenses & Permits	3,000	1,134	1,866	37.80%
43000 Chg. for Current Serv.	124,269	26,481	97,788	21.31%
44000 Other Local Revenues	178,150	117,700	60,450	66.07%
46500 State Ed. Funds	53,863,731	42,972,706	10,891,025	79.78%
46800 Other State Revenues	1,040	16,540	(15,500)	0.00%
47100 Fed. Funds Rec.-State	0	80,015	(80,015)	0.00%
47600 Direct Fed. Revenues	0	0	0	0.00%
49000 Other Sources(Non-Revenue)	35,350	97,644	(62,294)	276.22%
14100 TOTAL EST. REVENUES & OTHER	66,782,510	54,914,346	11,868,164	82.23%
30000 Unassigned Fund Balance	9,217,959			
Committed Fund Balance	8,290,293			
Assigned Fund Balance	0			
Restricted Fund Balance	109,822			
TOTAL AVAILABLE FUNDS	84,400,584			

BEDFORD COUNTY GENERAL PURPOSE SCHOOL FUND 141
QUARTERLY FINANCIAL REPORT
March 2021

	APPROPRIATIONS 2020-21	QUARTER TO DATE Expenditures	UNREALIZED EXPENDITURES TO DATE	PERCENT REALIZED
EXPENDITURES (APPROPRIATIONS)				
Instruction				
71100 Regular Inst. Prog.	38,012,153	24,102,404	13,909,749	63.41%
71150 Alternative Inst. Prog.	696,647	380,069	316,578	54.56%
71200 Spec. Ed. Program	3,775,435	2,251,270	1,524,165	59.63%
71300 Voc. Ed. Program	1,551,620	1,022,556	529,064	65.90%
Support Services				
72110 Attendance	132,281	86,709	45,572	65.55%
72120 Health Services	618,999	419,452	199,547	67.76%
72130 Other Student Support	2,181,133	1,350,195	830,937	61.90%
72210 Regular Instruction Staff	1,825,575	1,064,202	761,373	58.29%
72215 Alternative Instructional Staff	0	0	0	0.00%
72220 Special Education Instructional Staff	451,209	329,716	121,493	73.07%
72230 Vocational Instructional Staff	30,200	18,065	12,135	59.82%
72250 Technology	1,285,272	935,849	349,423	72.81%
72290 Other Programs	0	0	0	0.00%
72310 Board of Education	1,283,834	820,593	463,241	63.92%
72320 Office of Superintendent	484,744	330,601	154,143	68.20%
72410 Office of Principal	4,095,544	2,950,044	1,145,501	72.03%
72520 Human Services	275,934	140,707	135,227	50.99%
72610 Operation of Plant	6,609,903	4,117,212	2,492,691	62.29%
72620 Maintenance of Plant	2,534,752	1,735,959	798,793	68.49%
72710 Student Transportation	3,986,576	2,655,457	1,331,119	66.61%
72810 Central and Other	0	0	0	0.00%
Oper. of Non-Instructional Services				
73100 Food Service	54,022	76,345	(22,323)	141.32%
73300 Community Services	147,388	52,832	94,556	35.85%
73400 Early Childhood Education	706,386	455,185	251,201	64.44%
76100 Reg.Capital Outlay	2,708,915	476,718	2,232,197	17.60%
81300 Education Debt Service	0	0	0	0.00%
91300 Education Capital Projects	0	0	0	0.00%
99100 Operating Transfers	42,505	0	42,505	0.00%
TOTAL EXPENDITURES	73,491,027	45,772,141	27,718,886	62.28%
Less: Committed Fund Balance	4,687,457			
 Restricted Fund Balance	74,822			
 3% Fund Balance	2,104,622			
39000 Unassigned Fund Balance	4,042,656			

BEDFORD COUNTY FEDERAL PROJECTS FUND 142
QUARTERLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	QUARTER TO DATE Revenues	UNREALIZED REVENUES TO DATE	PERCENT REALIZED
EST. REVENUES & OTHER SOURCES				
47100 Fed. Funds Rec.-State	8,549,895	4,776,355	3,773,539	55.86%
14100 TOTAL EST. REVENUES & OTHER	8,549,895	4,776,355	3,773,539	55.86%
30000 Reserves and/or Fund Balances	0			
TOTAL AVAILABLE FUNDS	8,549,895			

	APPROPRIATIONS 2020-21	QUARTER TO DATE Expenditures	UNREALIZED EXPENDITURES TO DATE	PERCENT REALIZED
EXPENDITURES (APPROPRIATIONS)				
Instruction				
71100 Regular Inst. Prog.	3,574,688	2,650,145	924,543	74.14%
71200 Spec. Ed. Program	1,608,940	800,633	808,307	49.76%
71300 Voc. Ed. Program	103,755	93,040	10,715	89.67%
Support Services				
72120 Health Services	2,500	115	2,385	4.60%
72130 Other Student Support	165,432	55,119	110,312	33.32%
72210 Regular Instruction Staff	2,091,143	965,134	1,126,008	46.15%
72220 Special Education Staff	575,493	262,981	312,512	45.70%
72230 Vocational Education Staff	11,707	6,031	5,677	51.51%
72250 Technology	59,244	59,244	0	100.00%
72710 Student Transportation	353,045	213,439	139,606	60.46%
Oper. of Non-Instructional Services				
73100 Food Service	3,948	500	3,448	12.66%
99100 Operating Transfers	0	0	0	0.00%
TOTAL EXPENDITURES	8,549,895	5,106,380	3,443,514	59.72%
39000 Reserves and/or Fund Balances	0			

BEDFORD COUNTY CHILD NUTRITION FUND 143
QUARTERLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	QUARTER TO DATE Revenues	UNREALIZED REVENUES TO DATE	PERCENT REALIZED
EST. REVENUES & OTHER SOURCES				
43000 Chg. for Current Serv.	300,000	54,914	245,086	18.30%
44000 Other Local Revenues	3,000	746	2,254	24.88%
47100 Fed. Funds Rec.-State	4,900,000	3,628,611	1,271,389	74.05%
49000 Other Sources(Non-Revenue)	0	0	0	0.00%
14100 TOTAL EST. REVENUES & OTHER	5,203,000	3,684,272	1,518,728	70.81%
30000 Reserves and/or Fund Balances	1,619,846			
TOTAL AVAILABLE FUNDS	6,822,846			

	APPROPRIATIONS 2020-21	QUARTER TO DATE Expenditures	UNREALIZED EXPENDITURES TO DATE	PERCENT REALIZED
EXPENDITURES (APPROPRIATIONS)				
Oper. of Non-Instructional Services				
72300 General Administration	54,000	54,000	0	100.00%
73100 Food Service	5,650,424	3,255,017	2,395,407	57.61%
99100 Transfers	22,012	0	22,012	0.00%
TOTAL EXPENDITURES	5,726,436	3,309,017	2,417,419	57.78%
39000 Reserves and/or Fund Balances	1,096,410			

BEDFORD COUNTY SCHOOL AGE CARE PROGRAM FUND 146
QUARTERLY FINANCIAL REPORT
March 2021

	ESTIMATED REVENUE 2020-21	QUARTER TO DATE Revenues	UNREALIZED REVENUES TO DATE	PERCENT REALIZED
EST. REVENUES & OTHER SOURCES				
43000 Chg. for Current Serv.	559,578	246,598	312,980	44.07%
44000 Other Local Revenues	0	40	(40)	0.00%
46000 State of Tennessee	0	0	0	0.00%
14100 TOTAL EST. REVENUES & OTHER	559,578	246,638	312,940	44.08%
30000 Reserves and/or Fund Balances	246,861			
TOTAL AVAILABLE FUNDS	806,439			

	APPROPRIATIONS 2020-21	QUARTER TO DATE Expenditures	UNREALIZED EXPENDITURES TO DATE	PERCENT REALIZED
EXPENDITURES (APPROPRIATIONS)				
Oper. of Non-Instructional Services				
72300 General Administration	1,800	1,800	0	100.00%
73300 Community Service	567,059	255,702	311,357	45.09%
79100 Operating Transfers	0	0	0	0.00%
79200 Residual Equity Transfers	0	0	0	0.00%
TOTAL EXPENDITURES	568,859	257,502	311,357	45.27%
39000 Reserves and/or Fund Balances	237,580			

Bedford County, Tennessee
 Bedford County Schools
 Analysis of Property Tax Collections - 40110

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	-	-	-	-	-	-
August	3,652.11	(60.04)	3,712.15	0.04	-	0.04
September	481,040.53	391,735.77	89,304.76	5.55	4.49	1.06
October	499,759.26	436,039.86	63,719.40	11.28	9.48	1.80
November	442,570.12	403,114.20	39,455.92	16.35	14.10	2.25
December	2,786,728.55	2,855,127.82	(68,399.27)	48.27	46.80	1.47
January	738,998.95	614,710.81	124,288.14	56.73	53.84	2.89
February	3,382,559.41	3,665,816.74	(283,257.33)	95.48	95.84	(0.36)
March	444,841.71	312,221.36	132,620.35	100.57	99.41	1.16
April	-	55,810.09			100.05	
May	-	121,523.92			101.44	
June	-	76,118.16			102.32	
Total	8,780,150.64	8,932,158.69	101,444.12			

Bedford County, Tennessee
 Bedford County Schools
 Analysis of Prior Yr. Property Tax Collections - 40120

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	8,928.46	11,434.49	(2,506.03)	2.98	3.81	(0.83)
August	27,186.14	20,054.65	7,131.49	12.04	10.50	1.54
September	27,199.35	16,307.71	10,891.64	21.10	15.93	5.17
October	24,575.93	11,900.28	12,675.65	29.30	19.90	9.40
November	21,641.87	8,927.35	12,714.52	36.51	22.87	13.64
December	51,078.75	26,500.02	24,578.73	53.54	31.71	21.83
January	13,498.44	20,506.10	(7,007.66)	58.04	38.54	19.50
February	30,686.73	9,743.70	20,943.03	68.27	41.79	26.48
March	50,356.01	36,181.50	14,174.51	85.05	53.85	31.20
April	-	-	-		53.85	
May	-	-	-		53.85	
June	-	-	-		53.85	
	-	-	-			
Total	255,151.68	161,555.80	93,595.88			

Bedford County, Tennessee

Bedford County Schools

Analysis of Circuit Clk/Clerk & Master Collections Prior Yr - 40130

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	(630.20)	-	(630.20)	-	-	-
August	9,138.96	8,224.05	914.91	3.78	3.66	0.12
September	2,543.00	9,011.00	(6,468.00)	4.91	7.66	(2.75)
October	10,703.09	3,691.96	7,011.13	9.67	9.30	0.37
November	12,305.94	7,163.35	5,142.59	15.14	12.48	2.66
December	6,766.47	6,344.94	421.53	18.15	15.30	2.85
January	2,178.89	7,658.01	(5,479.12)	19.11	18.71	0.40
February	3,748.51	12,098.86	(8,350.35)	20.78	24.09	(3.31)
March	2,154.47	10,644.71	(8,490.24)	21.74	28.82	(7.08)
April	-	14,325.83			35.18	
May	-	9,070.76			39.21	
June	-	33,539.97			54.12	
	-	-				
Total	48,909.13	121,773.44	(15,927.75)			

Bedford County, Tennessee
Bedford County Schools
Analysis of Sales Tax Collections - 40210

	Actual Collections			Collections as a Percentage of Budget		
	2020-21	2019-20	Difference	2020-21	2019-20	Difference
July	-	-	-			
August	293,638.09	233,574.94	60,063.15	10.61	8.61	2.00
September	272,965.13	222,858.77	50,106.36	20.48	16.82	3.66
October	245,907.43	228,764.60	17,142.83	29.37	25.26	4.11
November	252,213.23	232,391.43	19,821.80	38.49	33.82	4.67
December	263,929.31	225,154.69	38,774.62	48.03	42.12	5.91
January	256,271.13	218,040.96	38,230.17	57.29	50.16	7.13
February	347,377.86	287,888.17	59,489.69	69.85	60.77	9.08
March	255,362.58	204,921.74	50,440.84	79.08	67.00	12.08
April	-	224,218.46			75.11	
May	-	256,672.83			84.39	
June	-	575,261.00			105.18	
	-	-				
Total	2,187,664.76	2,909,747.59	334,069.46			

Bedford County Summer Learning Camps

Bedford County Schools will offer **free, in-person learning camps** this summer for students entering grades 1st-8th, and a robust summer school program will also be available for students entering grades 9th-12th.

Bedford County Schools will offer Summer Learning Camps for grades K-8:

Dates: May 25th- June 18th

Days: Monday-Thursday

Hours: 7:30 AM- 2:30 PM

Every day will consist of:

-2 hours of Math

-2 hours of Reading

-1 hour of Academic Interventions

-1 hour of STREAM- Science, Technology, Reading, Engineering, Arts and Math

-1 hour of Physical Activity

Student Class Sizes:

Teacher Student Ratio: Minimum of 1:13 for grades K-5

Teacher Student Ratio: Minimum of 1:15 for grades 6-8

The week of May 31st- June 4th, the Summer Learning Camps will be Tuesday-Friday to accommodate for Memorial Day.

***Students will receive breakfast and lunch each day, and bus transportation will be provided.**

***If your child(ren) will attend SACP this summer and plans to attend the Summer Learning Camps, bus transportation will be provided to Southside Elementary on the days of the camps. Students that attend Thomas Magnet will attend their zoned school; Southside students will attend East Side.**

Criteria for K-8 Students to receive a priority invitation to attend Summer Camp

*Students who are eligible for the summer learning camps will receive a letter from their schools. Eligible students will have priority for the summer learning camps. **Deadline for priority students to register is April 9th.**

After April 9th, ANY current BCS K-8th grade can register for the summer learning camps.

Registration will close on April 19th.

Students who receive priority invitations (Parent letters)

Current K-2nd students:

Students must have scored well below grade level on the reading composite of the Dibels Universal Screener

Students with IEPs for academic deficiencies

ELL level 1 & 2 students in Literacy & Composite

Students who do not fit the above categories can be invited upon teacher/administrator request due to academic performance in the classroom.

Current 3rd-8th students:

Students must have scored below the 25th percentile on **both** reading measures of the EasyCBM Universal Screener.

Students with IEP's for academic deficiencies

ELL level 1 & 2 students in Literacy & Composite

Students who do not fit the above categories can be invited upon teacher/administrator request due to academic performance in the classroom.

Current 9-12 Students:

High Schools will serve students on an as needed basis and will work with individual students.

*Contact your High School with any questions.

K-8 Summer Camps	High School Summer School
<p>May 24-June 17 (in person only)</p> <p>Very scheduled programming (7 hours of instructional framework provided by the TDOE)</p> <p>Summer curriculum developed by curriculum team, provided to teachers with training prior to beginning of Summer Learning Camps</p> <p>Pre/Post Test data to be taken</p> <p># of teachers/EA's needed is dependent on # of students signed up (state determined ratio)</p> <p>Priority invitation registration & county wide online registration</p>	<p>May 24-June 17 (in person with an online component deadline of June 30th)</p> <p>Combination of credit recovery courses and new credit courses</p> <p>Courses built as needed at the high school level dependent on need.</p> <p>Grades assigned</p> <p># of teachers is dependent on # of students attending summer school and other factors (i.e. subject area teachers needed, online courses vs. in person instruction)</p> <p>Each individual high school is in charge of roster/registration</p>

Preliminary K-8 Registration Numbers

Cascade Elementary	
K	15
First	22
Second	28
Third	18
Fourth	15
Fifth	17
Total	115

Cascade Middle	
Sixth	16
Seventh	18
Eighth	13
Total	47

Community Elementary	
K	28
First	26
Second	31
Third	23
Fourth	31
Fifth	35
Total	174

Community Middle	
Sixth	24
Seventh	27
Eighth	49
Total	100

Eakin Elementary	
K	35
First	34
Second	26
Third	27
Fourth	20
Fifth	10
Total	152

Learning Way Elementary	
K	28
First	29
Second	34
Third	31
Fourth	28
Fifth	23
Total	173

East Side Elementary	
K	48
First	44
Second	33
Third	36
Fourth	30
Fifth	23
Total	214

Harris Middle	
Sixth	53
Seventh	56
Eighth	41
Total	150

Southside	
Total	93
Included in East Side's #	

Thomas	
Total	60
NOT Included in various site's #	

System Wide	
1283	
Liberty	
K	7
First	18
Second	18
Third	10
Fourth	9
Fifth	13
Sixth	11
Seventh	9
Eighth	3
Total	98

Bedford County Board of Education

75.00%

Fund	Account Number	Description	Actual	Budget	Unencumbered	2020-21	
						Percentage Used	
General Purpose School	71100-355	Travel - Instruction	-	15,040	15,040	0.00%	
General Purpose School	71100-524	In-Service Staff Development	-	-	-	0.00%	
General Purpose School	72110-355	Travel - Attendance	-	450	450	0.00%	
General Purpose School	72120-355	Travel - Health Services	3,226	11,050	7,825	29.19%	
General Purpose School	72120-524	In-Service Staff Development	231	5,000	4,770	4.61%	
Federal Projects	72130-355	Travel - Other Student Support	1,548	13,552	12,004	11.43%	
Federal Projects	72130-524	In-Service Staff Development	7,957	13,001	5,044	61.20%	
General Purpose School	72210-355	Travel - Instr. Supervisors	1,339	8,500	7,161	15.75%	
Federal Projects	72210-355	Travel - Instr. Supervisors	-	9,000	9,000	0.00%	
General Purpose School	72210-524	In-Service Staff Development	8,552	36,100	27,548	23.69%	
Federal Projects	72210-524	In-Service Staff Development	75,430	453,731	378,301	16.62%	
General Purpose School	72220-355	Travel - Sp. Ed Supervisors	6,090	7,000	910	87.00%	
Federal Projects	72220-355	Travel - Sp. Ed. Supervisors	(37)	15,000	15,037	-0.25%	
General Purpose School	72220-524	In-Service Staff Development	3,965	4,000	35	99.13%	
Federal Projects	72220-524	In-Service Staff Development	10,626	28,996	18,370	36.65%	
General Purpose School	72230-355	Travel - Voc. Ed. Supervisor	-	2,000	2,000	0.00%	
Federal Projects	72230-355	Travel - Voc. Ed. Supervisors	-	-	-	0.00%	
Federal Projects	72230-524	In-Service Staff Development	1,000	5,000	4,000	20.00%	
General Purpose School	72250-355	Travel - Tech Supervisor	3,302	10,000	6,698	33.02%	
General Purpose School	72250-524	In-Service - Tech Supervisor	90	2,590	2,500	3.47%	
General Purpose School	72310-355	Travel - Bd. of Education	870	8,500	7,630	10.23%	
General Purpose School	72310-524	In-Service Staff Development	1,250	3,060	1,810	40.85%	
General Purpose School	72320-355	Travel - Superintendent	301	8,000	7,699	3.76%	
General Purpose School	72410-524	In-Service Staff Development	-	-	-	0.00%	
General Purpose School	72520-355	Travel - Human Services	-	1,475	1,475	0.00%	
General Purpose School	72620-355	Travel - Maintenance	-	1,700	1,700	0.00%	
General Purpose School	72710-355	Travel - Transportation	-	3,000	3,000	0.00%	
General Purpose School	72710-412	Diesel	181,092	555,000	373,908	32.63%	
Child Nutrition	73100-355	Travel	3,761	13,000	9,239	28.93%	
Child Nutrition	73100-524	In-Service Staff Development	940	20,000	19,061	4.70%	
General Purpose School	73300-355	Travel - Community Services	24	250	226	9.59%	
General Purpose School	73300-524	In-Service Staff Development	-	250	250	0.00%	
SACP	73300-355	Travel	431	4,410	3,979	9.78%	
SACP	73300-524	In-Service Staff Development	1,355	3,125	1,770	43.36%	
General Purpose School	73400-355	Travel - Early Childhood Educa	-	-	-	0.00%	

General Purpose School 73400-524 In-Service Staff Development 1,395 5,000 3,605 27.89%

75.00%

Bedford County Board of Education

Fund	Account Number	Description	Actual	Budget	Unencumbered	2020-21
						Percentage Used
General Purpose School	72610-415	Electricity	1,412,066	2,692,335	1,280,269	52.45%
General Purpose School	72610-434	Natural Gas	300,778	440,603	139,825	68.27%
General Purpose School	72620-412	Diesel	5,749	12,500	6,751	45.99%
General Purpose School	72710-412	Diesel	181,092	555,000	373,908	32.63%
General Purpose School	72620-425	Gasoline	19,796	29,600	9,804	66.88%
General Purpose School	72710-425	Gasoline	9,952	40,000	30,049	24.88%
Child Nutrition	73100-421	Food Preparation Supplies	289,736	350,000	60,264	82.78%
Child Nutrition	73100-422	Food Supplies	1,684,813	2,750,000	1,065,187	61.27%
SACP	73300-422	Food Supplies	12,285	29,709	17,424	41.35%
General Purpose School	72310-331	Legal Services	31,392	50,000	18,608	62.78%

Bedford County Board of Education
April 2021

FOR YOUR INFORMATION

Department of Education Personnel Matters

Certified Staff

Resignation:

Kronenes	Thomas	SCHS	World History
Show	Tracy	Harris Middle	Language/Reading

Suspended:

Shelton	Larry	SCHS Vocational	Teacher
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Retirement:

Porter	James	SCHS	English Teacher
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Leave of Absence:

Towry Mann	Heidi	Learning Way	Teacher
Summers	Shelby	Southside	Teacher
Turrentine	Melissa	Cascade Middle	Teacher

Interim:

Spain	Benita	Learning Way	Interim 3rd Grade
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In-System Transfers:

New Employees:

Cole	Lindsay	Southside	Interim Assistant Principal
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Bedford County Board of Education

April 2021

FOR YOUR INFORMATION

Department of Education Personnel Matters

Classified Staff

Resignation

Johnson	Donna	Southside	Custodian
Graham	Jessica	Harris Middle	Sp. Ed. Assistant
Calvert	Barbara	Thomas Magnet	Assistant
Walls	Florence Lou	SCHS	Custodian
Whitaker	Jessica	SCHS	Child Nutrition
Gannon	Amanda	SCHS	Child Nutrition
Moore	Tracey	Eastside	Child Nutrition
Godinez	Maria	Learning Way	Child Nutrition
Goebel	Hannah	Learning Way	Child Nutrition
Miller Davis	Andrea	Central Office	Human Resources Manager
Hicks Alexander	Suzanne	Central Office	Board Secretary
Armstrong	Karen	Liberty	Custodian

LOA:

Termination:

Retirement:

In-System Transfers:

Goebel	Hannah	Learning Way	Sp. Ed. Assistant
Philpot	Mayalana	SCHS Vocational	Custodian

Changes:

Richardson	Jean	Central Office	Interim HR Manager
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Bedford County Board of Education
April 2021

FOR YOUR INFORMATION

Department of Education Personnel Matters

Classified Staff

New Employees:

Campbell	Betty	Thomas Magnet	Child Nutrition
Browning	Inda	Eakin	Assistant
Phillips	Wanda	Harris Middle	Assistant
Perkins	Shanequa	Central Office	SACP Assistant Program Director
Throneberry	April	Learning Way	Child Nutrition
Olsen	Alicia	Thomas Magnet	Assistant
Womack	Benjamin Ryan	Central Office	Technology Supervisor
Adkins	Kevin	Liberty	Custodian 4 hours