

## **Board of Education**

**August 25, 2022 6:00 PM**

Central Services Board Room

1. Call to Order - Mr. Jim Inman
2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman
3. Welcome to Visitors - Mr. Jim Inman
4. Special Recognition - Mr. Jim Inman
- 4.A. Charitable Funds Fall 2022
5. Roll Call
6. Declaration of Conflict - Mr. Earl Patton
7. \*Approval of July Minutes
8. \*Approval of Agenda
9. Acknowledgement of Elected Officials
10. Community Comments
11. School Board Reports
- 11.A. TLN Report - Mr. Robert Safdie
12. Board Member(s) Report from Training(s)
13. Legal Report - Mr. Earl Patton
14. Director's Report - Mr. William Stepp
- 14.A. \*2022-2023 College, Career, and Technical Education Club Program Participation
- 14.B. \*System Wide Testing Coordinator
- 14.C. \*Accept Bid for Pre-Approved ESSER 2 High School Pavilions
- 14.D. \*Safe Schools Counselor Job Description
- 14.E. Annual Planning Calendar
- 14.F. FYI
- 14.F.1. Ag in the classroom
- 14.F.2. Manual Adjustment for Pay Study
- 14.F.3. Administrative Meeting Agenda
- 14.F.4. Attendance Report
- 14.F.5. Personnel Report
- 14.F.6. Substitute List
- 14.F.7. Professional Development Report
- 14.F.8. School News Articles
- 14.F.9. School Calendar of Events
15. School Board Committees
- 15.A. Policy Committee-Mr. Tony Brock
- 15.A.1. \*Approval of First Reading of Policies
- 15.A.1.a. Policy 1.102 Board Members Legal Status
- 15.A.1.b. Policy 3.404 Private Vehicles
- 15.A.1.c. Policy 4.101 Instructional Standards
- 15.A.1.d. Policy 4.212 Virtual Education Program
- 15.A.1.e. Policy 4.300 Extracurricular Activities
- 15.A.1.f. Policy 4.406 Use of the Internet
- 15.A.1.g. Policy 5.200 Separation Practices for Tenured Teachers
- 15.A.1.h. Policy 5.201 Separation Practices for Non-Tenured Teachers
- 15.A.1.i. Policy 5.701 Substitute Teachers
- 15.A.1.j. Policy 6.318 Admission of Suspended or Expelled Students
- 15.A.2. \*Approval of Second Reading of Policies
- 15.A.2.a. Policy 2.806 Bids and Quotations
- 15.A.2.b. Policy 3.202 Emergency Preparedness Planning and Training
- 15.A.2.c. Policy 4.402 Reconsideration of Textbooks and Instructional Materials

- 15.A.2.d. Policy 4.403 Library Materials
- 15.A.2.e. Policy 5.119 Employment of Retirees
- 15.A.2.f. Policy 6.200 Attendance
- 15.A.2.g. Policy 6.204 Attendance of Non-Resident Students
- 15.A.2.h. Policy 6.300 Code of Conduct and Discipline
- 15.A.2.i. Policy 6.409 Reporting Child Abuse
- 15.B. Athletic Committee - Mr. Tony Brock
- 15.C. Budget Committee Meeting - Mr. Chris King
- 15.D. Building and Grounds Committee-Mr. Robert Safdie
- 15.D.1. Homestead Playground Improvements
- 15.E. Safety Committee-Mrs. Rebecca Hamby
- 15.F. Contract Committee-Ms. Teresa Boston
- 15.F.1. Interquest Canine Agreement
- 15.F.2. Uplands Design Group AIA Stone Elementary Re-roof
- 15.F.3. Upland Design Group North Electrical Re-bid
- 15.F.4. United Healthcare Billing Services Contract
- 16. Chief Financial Officer's Report-Mrs. Kacee Harris
- 16.A. Monthly Financial Report
- 16.B. Monthly Sales Tax Report
- 16.C. \*141 General Budget Amendment
- 16.D. \*142 Federal IDEA Budget Amendment
- 16.E. \*142 Federal Perkins Reserve Consolidated Budget Amendment
- 17. \*Consent Agenda
- 17.A. \*Approval of Volunteers
- 17.A.1. CCHS Volunteer List
- 17.A.2. CCS Youth Achievement Volunteer List
- 17.A.3. CCMS Volunteer List
- 17.A.4. Crab Orchard Volunteer List
- 17.A.5. Homestead Elementary Volunteer List
- 17.A.6. Pine View Elementary Volunteer List
- 17.A.7. South Elementary Volunteer List
- 17.A.8. Stone Elementary Volunteer List
- 17.A.9. Stone Memorial High School Volunteer List
- 17.B. \*Approval of Overnight and Out of State Field Trips
- 17.B.1. CCHS Lady Jets/Jets Overnight Request Pensacola FL 12-26-22 to 12-31-22
- 17.B.2. North Jr BETA Club Nashville, TN 11-20-22 to 11-22-22
- 17.B.3. North 7th/8th grade trip Washington, DC 5-12-23 to 5-16-23
- 17.B.4. SMHS Golf Team Overnight Request Sevierville, TN 10-5-22 to 10-7-22
- 17.B.5. SMHS Volleyball Overnight Request Murfreesboro, TN 10-18-22 to 10-21-22
- 17.B.6. SMHS Cross Country Overnight Request Hendersonville, TN 11-3-22 to 11-5-22
- 17.B.7. SMHS Choir Overnight Request Nashville, TN 11-11-22 to 11-12-22
- 17.B.8. SMHS Chorus Overnight Request Nashville, TN 11-14-22 to 11-15-22
- 17.B.9. SMHS Girls Basketball Overnight Request Johnson City, TN 11-18-22 to 11-19-22
- 17.B.10. SMHS BETA Club Overnight Request Nashville, TN 11-28-22 to 11-30-22
- 17.B.11. SMHS Choir Overnight Request Nashville, TN 4-20-23 to 4-22-23
- 17.C. \*Approval of Contracts
- 17.C.1. Brown Elementary and Simple Pix Agreement
- 17.D. \*Approval of Grants
- 17.E. \*School Wide Fundraisers
- 17.F. \*Approval of Disposal of Surplus Property
- 17.F.1. CTE Retired Inventory
- 17.F.2. Phoenix Retired Inventory
- 17.F.3. SMHS Retired Inventory

- 17.G. \*Executive Approval
- 18. Old Business
- 19. Questions from Media
- 20. Adjournment
- 21. (\*) Indicates Board Approval Required

Dr. David Campbell, Mr. Roy Stone, and Dr. Robert Wood  
Cumberland County Schools Charitable Fund  
August 25, 2022

The board of directors reviewed the applications for the Fall 2022 awards and approved the committee selections for the indicated amounts:

○ Brown Elementary Millionaire and Top Readers	250.00
○ Brown Elementary 5 <sup>th</sup> Grade Science & SS Class	250.00
○ Brown Elementary 5 <sup>th</sup> Grade ELA	330.00
○ Crab Orchard Elementary PE Class	330.00
○ Crab Orchard Elementary 4 <sup>th</sup> Grade Class	300.00
○ Crab Orchard Elementary 5 <sup>th</sup> Grade Class	100.00
○ Crab Orchard Elementary 5 <sup>th</sup> Grade ELA/SS Class	100.00
○ Homestead Elementary STEM Club	280.00
○ Homestead Elementary Archery Team	280.00
○ Homestead Elementary Music Class	280.00
○ Martin Elementary 2 <sup>nd</sup> Grade Class	265.00
○ Martin Elementary Chess Club	200.00
○ Martin Elementary JV Cheer	330.00
○ North Elementary Library	500.00
○ North Elementary 5 <sup>th</sup> Grade Math/Science Class	297.00
○ Pine View Elementary BETA Club	200.00
○ Pine View Elementary PE Class	300.00
○ Pine View Elementary 7 <sup>th</sup> /8 <sup>th</sup> Grade Math/Science	330.00
○ South Cumberland Elementary Boys MS Soccer	400.00
○ South Cumberland Elementary Library	300.00
○ South Cumberland Elementary BETA Club	200.00
○ South Cumberland Elementary Band	300.00
○ Stone Elementary Girls MS Soccer	400.00
○ Stone Elementary BETA Club	200.00
○ CCHS Band	500.00
○ CCHS Cheer Team	300.00
○ CCHS Lady Jet Soccer	400.00
○ CCHS History/Honor's Government Classes	150.00
○ CCHS School Counselor's	700.00
○ CCHS HOSA	400.00
○ CCHS Wrestling	400.00
○ CCHS Bowling Team	400.00
○ CCHS French Club	200.00
○ CCHS Jet Theatrix	400.00
○ Phoenix Yearbook	133.00
○ Phoenix PE	300.00

○ Phoenix Small Animal Care	200.00
○ Phoenix Positive Behavior	200.00
○ SMHS Bowling Team	300.00
○ SMHS Art Club	400.00
○ SMHS ELA/Math/RTI Geometry	250.00
○ SMHS Soccer Boosters	400.00
○ SMHS FCCLA	500.00
○ SMHS Theatre	400.00
○ SMHS Science Dept.	300.00
○ SMHS Chorus	400.00
○ SMHS FBLA	250.00
○ SMHS BETA Club	250.00
○ SMHS Panther Pack	500.00
○ SMHS Volleyball Team	400.00

**Board of Education**  
**July 28, 2022 6:00 PM**  
Central Services Board Room

The Cumberland County Board of Education met in a regular session on Thursday, July 28, 2022, in the Central Services Board Room, where the meeting was called to order by Chairman Inman at the approximate hour of 6:00 pm. Inman thanked everyone for joining us on what looks to be like a stormy night. He then advised, Mr. Magnusson is going to monitor the weather for us. So he will keep us up to date if there are any problems or anything.

**PRESENT:** Inman, Brock, King,  
Safdie, Parris, Karge  
Hale, Boston

Earl Patton (Attorney)  
Moira “Mo” Charnot (Media)  
Julia Timson (CCEA Representative)

**ABSENT:** **Hamby**

**STUDENT REPRESENTATIVES:** None

1. Call to Order - Mr. Jim Inman
2. Welcome to Visitors - Mr. Jim Inman
3. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman - After a Moment of Silence, Mr. Inman led the board in the Pledge of Allegiance.

Inman advised, at this time Mr. Stepp is going to give us some information in case we have to evacuate. Stepp advised, well in case of a severe weather warning we actually will leave out of both doors here. Right directly behind this door the stairs go down to the basement. So that is where our safe place is for severe weather. So if we do go under a warning and Mr. Magnusson lets us know. That’s our protocol in this building is to move down to the basement and then we can all sit there and read all of the old records. No, I am kidding. Boston asked, who is leading the way? I want to follow that person.

4. Special Recognition - Mr. Jim Inman - Inman advised, tonight we don’t have any Special Recognition other than the fact that I’d like to welcome Mr. Stepp. This is his first official school board meeting. He’s been to several of the committee meetings, but this is his first full board meeting. Thank you for being here. Stepp replied, thank you sir, happy to be here. Inman continued, I see Mrs. Julia Timson down there as well. Thank you for being here and do you have anything you’d like to say? Other than the fact that you’re thrilled that it is still summer. Timson advised, I am thrilled, but there is a crisis going on in our country right now. I don’t know if you are paying attention, but there is a teacher shortage. I have friend that lives in Texas and there are over 4,000 teaching positions open right now in her district alone. So pat teachers on the back when you see them and encourage them. A lot of them are feeling the strain and the pressure from the last couple of years that we’ve gone through. So I believe that Cumberland County supports their teachers. I am not saying that you guys don’t. I am just saying

sometimes we forget to tell people that we really appreciate them. So especially parents that are listening out there in the beyond. Please make sure that you tell your teachers thank you, because right now it is a tough world out there. Inman replied, absolutely. Thank you.

5. Roll Call (see above) Inman advised, just to let everyone know that Mrs. Hamby contacted me today. She said she would not be able to be here. She's not feeling well. So keep her in your thoughts and prayers.

6. Declaration of Conflict - Mr. Earl Patton - Declarations of Conflict- Per TCA 49-2-202 Board of Education Members who have relatives (per the statute: relative means: Spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you) employed by the system are asked to raise your hands to identify yourself. "Do you certify that the votes that you make tonight will be in the best interest of the school system, regardless of the effect that your vote may have upon the employment of your relative or relatives?" Inman, Brock, King, and Boston certified by saying individually, "I do."

7. \*Approval of July Minutes (See Exhibit #1) Inman advised, next is the board minutes of the June and as well as the July 14th Special Called Meeting. Karge advised, move to approve. Brock and Hale advised, second. Inman advised Mrs. Karge with the motion and Mr. Brock beat you by just a second. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
Brock (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

8. \*Approval of Agenda (See Exhibit #2) Inman advised, next item is the Approval of the Agenda. Safdie advised, so moved. Karge advised, second. Inman advised, Mr. Safdie with a motion and Mrs. Karge with a second. A Voice Vote was taken.

**VOICE VOTE:** Safdie (mover-yes)  
Karge (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

9. Acknowledgement of Elected Officials - Inman advised, next is the Acknowledgement of Elected Officials. I noticed we've got Sue York. York advised, my last name is York. I'm from District 1, so when you go vote, check it. Inman advised, and we also have Mrs. Mall from the 9th District. Mall advised, same thing as her. Inman advised, thank you all for being here. We appreciate it and of course there are several people out here in the audience that will be taking school board seats come September 1st. Not that I am looking forward to that. Anyway thank you all for everybody for being here.

10. Community Comments - Inman advised, next item is Community Comments. Did we have anybody sign up? McCartney replied, no.

## 11. School Board Reports

11.A. TLN Report - Mr. Robert Safdie - Inman advised, next is the TLN Report, Mr. Safdie. Safdie advised, thank you Mr. Chairman. I would like to keep this brief. I want to make a correction. In my last TLN Report I mentioned that there was about 60 new pieces of legislation, however I attended the Summer Law Institute and they, the Tennessee School Board Association, said that there was 101 new laws that will impact public education. That was signed by the governor. So the article that I read prior to the meeting last month said it was 65 I believe. So I stand corrected. Other interesting things that took place with the TLN, as a TLN Representative, was the budget overview. One billion dollars has been funded to K-12, which will take place in the 23-24 academic year. \$750 million dollars was allocated to the Tennessee Investment and Student Achievement Act. Which is our TISA that we've been talking to and \$500 million to CTE grants for high schools and middle school students, \$125 million to increase teacher's salaries. I think that is really nice and when we are talking about Texas and its shortage of teachers, if they would just put more money in teacher salaries they probably wouldn't have that problem. Finally \$643,500 to increase middle college scholarships. There's only one other thing that I want to bring to everyone's attention and I believe Mr. Brock, you will be talking about that in the policy. As we read policy. The state legislature has, is now requiring high schools to change their grading system from an a,b,c,d,e; 93 to 100 so and so forth to 90 to 80 to 89, 70 to 79, 60 to 69, and 0 to 59 is an F. This corresponds to a lot of the; all of the colleges that I know of. So I am looking forward to that implementation. It will make grade reporting a little bit easier when they transfer. That's my TLN report.

12. Board Member(s) Report from Training(s) - Inman advised, thank you Mr. Safdie. Next is the Board Member(s) Report from Training. I know several of you went to the law seminar. Does anybody want to regale us with? Safdie replied, this was the book we got. Thank you Mr. Stepp for letting me borrow it today. This has all 101 pieces of legislation that was passed this year in it and we attended, there were five of us that attended the Summer Law Institute and it was one of the most interesting Summer Law Institutes I have ever attended. Thank you for allowing me to attend. Karge replied, I agree. Hale replied, thank you. We learned a lot about the law and what's coming down the pike. Especially the TISA. So I am still confused about it. Boston replied, there's a lot of focus on education right now and they made us aware that school districts now are tasked with not only keeping teachers in the classrooms, which there is a shortage. But there is so much more going in and education is just a huge focus right now and I am glad. Inman replied, so am I. Anyone else? No one responded. Inman continued, thank you everyone for all your reports.

13. Legal Report - Mr. Earl Patton - Inman advised, next is Mr. Patton, Legal Report. Patton advised, the Hester versus Cumberland County Board of Education case was dismissed. I still don't have the order for that. Once I get it I'll forward it to everyone. Other than that, there's no updates on pending litigation and I'll have more of a report for you next month. Inman replied, thank you and thank goodness no new litigation. Patton replied, yes sir.

14. Kandie Newcome-Homestead Concerns (See Exhibit #3) Inman advised, next we have Mrs. Kandie Newcome and she has asked to be on the agenda and she has got some concerns for us. We're going to turn it over to her. Mrs. Newcome 300 Old Grassy Cove Road. She shared her concerns of the safety of

the children at Homestead Elementary due to the adequate fencing and gates around Homestead Elementary. She shared a map documenting the current fence locations, highway concerns, multiple building concerns, intruder concerns, as well as the administration's response to her concerns. Karge advised, thank you. I am a mom and obviously it is not my district and I think we tend when we don't live in an area; you know we don't know necessarily. So I appreciate this as I am watching it, I'm thinking what if it was my child. So I would like to suggest Mr. Chair that we pass this on to the Safety Committee and the Safety Committee do some research and perhaps the Budget Committee and the next board can take a look at some solutions. Because looking at those highways; I mean and it's not just an intruder. It's what if there is an accident there and a car comes over. I mean it's a million different things. So I feel you and I'm deeply sorry that we have not known or addressed or participated with you; sorry. Inman replied, my two cents worth. Is in the four years I've been on the board I don't remember a request for fencing out there. There may have been, I just don't remember. Of course I don't remember what I had for lunch yesterday either, but I understand your concerns. Because I have been concerned about that school. I have voiced my concern to this Director as well as the previous Director and I've got concerns with some other schools as well. But Homestead is not the only school that does not have adequate fencing, because I have been talking about that as well in some other school systems or situations as well. But yeah, I'm assuming the major reason that nobody has brought it up was because of cost. I agree with Mrs. Karge. I think we need to pass it on to the Safety Committee and let them get started on it and then that way it can be in the process of getting to the Budget Committee as well. But I agree. I think something needs to be done. Newcome replied, that's kind of the reason why I'm here, because I don't know if it was ever brought to the board in this way before and I feel like it was maybe talked about behind closed doors, but I don't know. So that's why I am here. Karge replied, thank you. Inman asked, does anybody else have any questions or comments? Safdie advised, first of all thank you. I attended Homestead School in 1956 to 1964 and graduated. Proud graduate of Homestead School. You know I pass by tht school every day and it takes a person like you and your concern to bring it to our attention and that is what this meeting is all about. That's what a public board meeting is all about. To provide, to allow people in the community that are concerned to make a presentation and I want to thank you for that and I've been on the board 14 years and I cannot remember on any agenda fencing for the Homestead School. I'm probably as negligent as anybody, because I can remember playing on the playground out there when there were three big oak trees in the corner. We'd run out right next to the road and play under them. So thank you for bringing it to our attention and one other comment. As I know the Director of Schools is deeply concerned. His concern is safety. Just as our concern is as well. So thank you. Inman asked, does anybody else have any questions or comments? No one responded. Inman continued, thank you again. We appreciate it.

15. Director's Report - Mr. William Stepp - Inman advised, next item on the agenda is the Director's report and I will turn it over to Mr. Stepp.

15.A. \*SPED Job Descriptions (See Exhibit #4) Stepp advised, yes sir. Thank you, chair. We're looking at item 15A. We have Special Education job descriptions. Most of these are current positions. We updated to match the Cumberland County Policies or IDEA Federal Policy or Tennessee State Policy or all the above or we made some adjustments as we talked before in a couple of committee meetings where we are widening the net. So we can get more candidates for certain job positions that

are open. Safdie asked, Mr. Inman can we make a motion to approve all of those? Inman replied, yes. We need a motion and a second. Then we will discuss anything. Safdie replied, okay I will make a motion to approve. Parris advised, second. Inman advised, you make a motion and Shirley made the second. Alright, is there any discussion on any of these job descriptions? Boston replied, sorry, but yes. Inman replied, I figured you would, but that's okay. That's what we are here for. Boston advised, in looking at these job descriptions. The Behavior Support Coordinator and the SPED Transition Coordinator was one job description previously. We are making it two. Is that going to be two positions? Holton advised, it's been two positions. It was a Transition Coordinator and a Behavior Support person. It was already two positions. Boston asked, but it was only one job description? Holton replied, it was two job descriptions. Mrs. Diane, do you care to pull up the site? Boston replied, please. Inman replied, so I know which one we are talking about. You said the Special Ed. Behavioral Support Coordinator. Which was the other one? Boston replied, the other one was the SPED Transition Coordinator and in looking at it what is posted I could not find. I found that it was one position. Holton replied, right here so the Special Ed Services and Transitions. I just changed that to Special Education Transition Coordinator, but basically it's the same job description with just the minor changes. Boston asked, go up to the Behavioral Support. Find that one. Holton replied, and then the Behavioral is right here as well. It's Coordinator Special Education and Behavior. Special Education behavior Support Coordinator. So that one stayed the same. Boston replied, okay on the website it was one job description. So I didn't know if we were making it to two positions. Holton replied, it's two positions now and it's staying two positions. Stepp replied, I think the job descriptions you just brought up were from the website. Is that corrected Mrs. Diane? Diane replied, yes. Holton replied, it's under Special Ed and some of them start with Coordinator. Boston replied, okay maybe that is why. Holton replied, so the Coordinator right here you will see it says Special Ed, but the majority of them are down at the bottom under Special Ed. So that's a little confusing. So when we; if these are approved tonight we will put them all under Special Ed. So that it's a little easier to find. Boston replied, please. One more question. The School Psychologist, we changed that at the Special Called to the Diagnostician, but we've still got; are we still looking for a School Psychologist? Holton replied, we currently have two School Psychologists and we have two Diagnosticians. The School Psychologists jobs descriptions would stay the same and then that would play into next year. You know if for some reason we lost one of our School Psychologists or gained a position and that School Psychologist job description would stand. Boston replied, on the Special Called Meeting it said Special Education Diagnosticians. We are changing that from a School Psychologist position, because we had zero applicants, but you are saying we have two positions? Holton replied, well last year we had three School Psychologists. One resigned, so I could not replace the third one with the School Psychologists, because I didn't have any applications. So I replaced that with a School Diagnostician. Boston asked, are we keeping this in hopes that we will find another Psychologist? Holton replied, yes next year Boston asked, then we are adding another Diagnostician. Holton replied, last year we had three School Psychologists and one Diagnostician. So we had four personnel. This year we currently have two Diagnosticians and two School Psychologists. Boston replied, okay then I guess I am a little confused as to why we changed the job description. Stepp replied, Mrs. Boston I think I can clear that up. So we currently are employing the Psychologist. So we have to have a job description for the current employees. Boston replied, right. Stepp continued, but we could not replace the third employee, because we did not get those applicants. So we created,

we widened the net as we talked about in that committee meeting with one of the School Psychologists job descriptions and made it the Diagnostician. So that we could get more applicants to do that job, because we could not get the applicants for the other job and you correct me. But the point of having both job descriptions, we currently are employing Psychologists right now. Holton replied, and the Diagnostician. Stepp continued, and the Diagnostician. So we will need both job descriptions whether we are able to hire somebody in that position or not. Boston replied, okay. So the Diagnostician, we already had a job description. We just widened the boundaries? Stepp replied, well what we did was created from the School Psychologists to that Diagnostician. So that we could widen the net, because it is less qualifications for that than the School Psychologist. Boston replied, okay, but we already had one employed under what job description were they? Holton replied, Diagnostician. Boston asked, so we already had? Holton replied, yes we already had a School Diagnostician job description and a Psychologist. We just updated it at the Special Called to be able to widen the net for employment of the Diagnostician. Boston asked, we just made it broad? Holton replied, yes. Boston continued, so that we could fill the position? Holton replied, yes. Boston replied, okay. That explains it. Stepp replied, both of those Diagnostician positions, the new job descriptions. Boston replied, I just did not get that, but thats; there was one other. Okay the SPED Secretary Inventory Control Clerk. Is that a new position? Holton replied, it was not a new position and I'll just be honest when there was conversations about secretary job descriptions and I started looking through my entire department. I only had a Special Ed job description for my bookkeeper, but I've had a secretary and a bookkeeper since I've been here. So I wanted to make sure that we had an appropriate job description for her. Since she's been employed. Boston replied, good job. That's the only question I had. Inman asked, any further questions? Any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Safdie (mover-yes)  
Parris (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

15.B. \*System Wide Testing Coordinator (See Exhibit #5) Stepp advised, item 15B System Wide Testing Coordinator. It is required by our board policy that I ask for your approval of a designee for that position, which is Mrs. Stephanie Barnes, our Chief Academic Officer. Karge advised, move to approve. Safdie advised, second. Inman advised, Mrs. Karge with a motion and Mr. Safdie with a second. We've got a motion and a second. Is there any discussion? Hale asked, is this a new position or this is just. Inman replied, no we do this every year. Hale asked, it's with her other duties that she is going to be doing? Stepp replied, yes. It is a standard operating procedure for the county. It's just policy requires that I get your permission each year for that person. Inman asked, any further discussion. No one responded. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
Safdie (seconder-yes)  
All Ayes

**MOTION:**

**Motion Carried**

15.C. \*CC School Nutrition '22-'23 Startup Packet (See Exhibit #6) Stepp advised, item 15C Cumberland County School Nutrition '22-'23 Startup Packet. This is once again a standard operating procedure. It's a normal protocol. There are no increases in prices for meals that are included in this packet, but this is the same packet we send out each year. It's just updated. Karge advised, move to approve. King advised, second. Inman advised, Mrs. Karge with a first and Mr. King with a second. Any discussion? Karge advised, just one quick question. Are school meals still going to be free again this school year? Stepp replied, not all school meals are free this year. Karge replied, too bad. Inman asked, any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:**

Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:**

**Motion Carried**

15.D. \*CAC Athletic Co-Op Agreement (See Exhibit #7) Stepp advised, item 15D, this is the; Mr. Patton arriving on cue, I might say. This is our Co-Op with Christian Academy and this is what we do every year. Safdie advised, move to approve. Inman advised, yeah we do this every year. Karge advised, second. Inman advised, Mr. Safdie with a motion and Mrs. Karge with a second. Is there any discussion? Any questions for Mr. Patton? No one responded. A Voice Vote was taken.

**VOICE VOTE:**

Safdie (mover-yes)  
Karge (seconder-yes)  
All Ayes

**MOTION:**

**Motion Carried**

15.E. \*DHA Board Members (See Exhibit #8) Stepp advised, item 15E the Disciplinary Hearing Authority board members. This we have approved every year, standard operating procedure. Karge advised, move to approve. King advised, second. Inman advised Mrs. Karge with a motion and Mr. King with a second. Any discussion? Hale asked, how do you choose who is going to be on this committee? Stepp replied, so by law the DHA is developed as the Director or designee to run the Disciplinary Hearing Committee and then the committee is made up of usually Central Services personnel. In support of those students rights and the parents rights. Hale replied, okay, thank you. Inman replied, if memory serves me correctly that looks like the same group every year. Stepp replied, it is normal protocol the person over attendance would also handle any placement, which placement sometimes is required after a Disciplinary Hearing Authority meeting. Boston advised, you know when they actually have a hearing only three members are required. Stepp replied, correct it's a quorum. Boston asked, so the three members can be randomly chosen in different members for different hearings? Stepp replied, its who's available, because Disciplinary Hearing Authority meetings don't come scheduled. It's usually as whatever situation occurs. Where that student is in a situation where they, the parents request this, because of an extended suspension. It could happen anytime, I guess. Boston asked, so three of any of those? Stepp replied, yes ma'am. Boston replied, perfect. Inman advised, yeah they can happen at any time during the day and you know some of the

supervisors may be tied up. So it's just whoever they can get a hold of. Any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

15.F. \*Request to accept Fuel Up to Play Grant (See Exhibit #9) Stepp advised, item 15F, Request to accept Fuel Up to Play Grant. Of course this is through our Nutrition Services. It is also part of the dairy line. There is a budget amendment item to this, which is 18e we will look at here in a minute, but it has two parts included in it. Karge advised, move to approve. King advised, second. Inman advised, Mrs. Karge with a motion and Mr. King with a second. Inman asked, any discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

15.G. Annual Planning Calendar (See Exhibit #10) Stepp advised, item 15G, the Annual Planning Calendar. I think that each of you are more familiar with that than I am, but you can see currently we each month go through and mark in red what is completed and that so far is the July completion that you can see on the attachment or up on the board. Standard operating procedures each year. Karge asked, we don't need to approve that? Inman replied, no. We don't have to approve any of these, the next several.

15.H. Safe Schools Counseling (See Exhibit #11) Stepp advised, 15H is a Safe Schools Counseling and there is a letter from Mr. Hull that shows the contact from each one of these services. Inman asked, does anyone have any questions on this one? No one responded. Inman advised, hearing none we will move on.

15.I. SRO Annual Report (See Exhibit #12) Stepp advised, item 15I the School Resource Officer Annual Report. It itemizes the different situations that have occurred. Inman asked, does anyone have any questions? Safdie advised, no but I would like to make a comment, I am just so impressed with the city and the county's participation in this program and you can see from the numbers there they are kept busy. So thank you city, thank you county for the SRO Officers help you have given us. Inman advised, the only thing that stands out to me on that report is arrests and citations. I wish there was a way, I don't know if there is or not, but I wish there was a way that we could separate those two. So we'd know exactly how many arrests there was and how many citations, because that's a little bit different. You know just getting a citation not being arrested. So I mean that would be my only request for that, because I think it'd give us a better idea of what was going on. Stepp replied, I'll see if that data is available and I'll provide it to the board when I compile. Inman replied, thank you. Stepp continued, I would like to thank the County Commission for funding all of that. Thank you to

those who are here. It's amazing the support that you provided for the safety of our children. Thank you. Inman replied, absolutely. You know whenever I hear all of the stories you know from other school systems you know that do not have SRO Officers I just thank our lucky stars that how lucky we are that our County Commission has supported us with the SRO Program. Thank you very much.

15.J. FYI (See Exhibit #13) Stepp advised, 15J. These are for your information. So there is Administrative Meeting Agenda, Attendance Report, Personnel Report, which is split out with the nutrition also. Substitute List, Professional Development Report, School News Articles, School Calendar of Events as of now. Currently we have Homestead Elementary Schools Calendar of Events. The rest we should have at the August meeting. Inman replied, alright thank you Mr. Stepp.

- 15.J.1. Administrative Meeting Agenda
- 15.J.2. Attendance Report
- 15.J.3. Personnel Report
- 15.J.4. Substitute List
- 15.J.5. Professional Development Report
- 15.J.6. School News Articles
- 15.J.7. School Calendar of Events

16. School Board Committees - Inman continued, next item is School Board Committees. Policy is up first, Mr. Brock.

16.A. Policy Committee-Mr. Tony Brock

16.A.1. \*Approval of First Reading of Policies (See Exhibit #14) Brock advised, thank you, I think. Mr. Safdie, I feel like the Policy Committee was impacted by each of those 100 and something, legislative moves that Nashville made. When the Policy Committee faced our last meeting it was a full agenda and we did not get to everything. So you can look forward to some more next month. Much of what you're going to be making a decision on tonight is based on changes in state law that we have again no control over, because Nashville still thinks it can run a local school district better than we can. But there will be a little bit of confusion as well. If there are any policies on First Reading that you would like to discuss please tell me. I am already aware that there's a request for two of them to pull out to allow this board to delve into them and maybe make some improvement to them. Boston asked, Mr. Chairman if I may. Could we pull the Policy 6.3071? Brock replied, Policy 6.3071 Extracurricular Activity Drug Testing, yes ma'am. Boston continued, if we could pull that to discuss. Brock replied, we will do that. I've got it to the side right now. Boston replied, thank you. Brock advised, there is also a request to pull Policy 4.600 Grading System. So we will pull those for further discussion. Are there any others that you would like to discuss? Safdie advised, Mrs. Shirley handed me; thank you Mrs. Shirley. She handed me Policy 4.210 and on the second page, the last paragraph, line 18 has a typographical error. It says, the students passing credit recovery shall receive a grade of 70%, but then it has been changed to 60%. So the word seventy should be replaced with sixty if I'm not mistaken and if Mrs. Shirley and I are wrong. Brock replied, well done Mr. Safdie and always Mrs. Shirley. I can tell you that we corrected a lot of grammatical errors and that one eluded us. Thank you very much. With the board's permission

we would like to change that seventy to the word sixty. Safdie replied, yes sir. Brock replied, thank you. If there are any other policies of the First Reading Policies, because again guys if you've looked through these there's very little that we can do with them. We made changes according to state law. We have no choice on that. We did what we had to do. Others were just to clean up and modernize the intent of the policies I don't think has changed. Safdie advised, I bet at our meeting at the Summer Law Institute TSBA said that even some of the policies that we approve tonight might be changed in a month. Brock replied, yes. I think this board can look forward to that for sometime. Inman advised, alright for the record. We are going to be voting on First Reading of Policies 2.806, 3.202, 4.210 with the correction, 4.402, 4.403, 4.502, 5.119, 6.200, 6.204, 6.300, 6.307, 6.405, and 6.409. All of those on First Reading. Is that correct Mr. Brock? Brock replied, yes sir and awaiting a discussion on one more, but I think if we feel comfortable voting on those that you listed we can make this go a little smoother. Inman replied, alright and I've got 4.600 and 6.3071 pulled out to discuss. Brock replied, correct. Inman replied, alright this came out of committee so we don't have to have a second. Is there any further discussion on any of the First Reading? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Brock (mover-yes)  
(no second necessary)  
All Ayes

**MOTION:** Motion Carried

- 16.A.1.a. Policy 2.806 Bids and Quotations
- 16.A.1.b. Policy 3.202 Emergency Preparedness Planning and Training
- 16.A.1.c. Policy 4.210 Credit Recovery
- 16.A.1.d. Policy 4.402 Reconsideration of Textbooks and Instructional Materials
- 16.A.1.e. Policy 4.403 Library Materials
- 16.A.1.f. Policy 4.502 Parent and Family Engagement
- 16.A.1.g. Policy 4.600 Grading System
- 16.A.1.h. Policy 5.119 Employment of Retirees
- 16.A.1.i. Policy 6.200 Attendance
- 16.A.1.j. Policy 6.204 Attendance of Non-Resident Students
- 16.A.1.k. Policy 6.300 Code of Conduct and Discipline
- 16.A.1.l. Policy 6.307 Drug-Free Schools
- 16.A.1.m. Policy 6.3071 Extracurricular Activity Drug Testing
- 16.A.1.n. Policy 6.405 Medicines
- 16.A.1.o. Policy 6.409 Reporting Child Abuse

Brock advised, if we could because this is just for consideration on First Reading. Inman replied, right. Brock continued, then Mrs. Boston, could we discuss 6.3071 Extracurricular Activity Drug Testing. Boston replied, yes. Boston advised, I am going to voice my concern and then unfortunately for Earl I've dragged him into the middle of it. When I was reading this policy and going through the steps that are taken first offense, second offense, and third offense. If you'll pull up page 3 and if you'll notice at the very bottom of page 3 there are no legal references, there's no cross references to go back to and on the second offense and the third offense it states, "the student will be referred to the juvenile court

system.” Now my question in which I have is, why? Failing a drug screen is not a crime. So why are we referring them to the juvenile court system? And so I pushed that off on Earl. Earl if you would please. Patton replied, sure. I’ll just say this, you know that there’s a statute 49-6-4213 that is specifically. It’s part of the School Security Act of 1981 and there is some language in there that authorizes this type of random drug testing for extra; students in extracurricular activities and there is a code section here. It says before a drug testing program is implemented in any LEA the local Board of Education in that LEA shall establish policies, procedures and guidelines to implement this section within the district. The State Board of Education shall prepare a model policy, procedure and guidelines that may be adopted by the local Board of Education. Now I looked up that model policy and I think where this question really comes from is probably in this Testing Policy. Under the penalty section of that model state board policy it says, each confirmed incident will result in a referral to the youth services officer, which is essentially the juvenile court system. So I think that’s probably or at least maybe one place where that specific language came from. I frankly agree with Mrs. Boston from the standpoint that my first thought was well what does the youth services officer do in that circumstance? I don’t know practically what has been taking place. Now my understanding is that you had a conversation with Bo. Boston replied, and Marsha. Patton continued, and that there is I guess; my limited understanding of the situation, I’ve not had a chance really to look into it from a practical standpoint. My understanding is that when we have a student that is sent to that youth services officer that there is some counseling may be provided. It’s not necessarily something where they’re saying we’re going to put you on probation because you tested positive for a substance. I think it is viewed more as a preventative type, you know measure. But from a practical standpoint that you know the feeling you get when you look at that policy is, well that means they’re gonna be in trouble. You know with the juvenile court system. I don’t know that’s actually the case or that it even could be the case, because like you said I mean that probably doesn’t fall under what a delinquent act is of its statute. Typically that’s violated a crime, violating a statute that if you were an adult would be a crime and like you said you know just testing positive for a substance is not necessarily the same as simple possession or you know something along those lines. So I think we need to know a little bit more maybe about what does happen really when a student gets referred to the youth services officer in this kind of context and maybe also it might not be a terrible idea to maybe look at the language in this policy and maybe clarify what the board’s intention is with regard to that referral to the juvenile court system. Boston replied, furtherance of this I’m going to make a motion to send this policy back to the Policy Committee. So that we can get some more information and I’m not opposed to the wording, “the student will be referred to the youth services officer.” But to refer it to the juvenile court system there’s no reason. I mean there’s no basis. Patton replied, it would leave you scratching your head a little bit I would think if you were to say juvenile judge. You know or you know anybody from the district attorney's office. You know you might be what does that mean? What are we supposed to do? That was my first thought is if I put myself in those shoes well okay we didn’t refer so now what. Boston asked, so what do you do? So if I would make a motion that we’d send it back to the Policy Committee to look at the language. To let Earl further investigate what transpires and what needs to transpire. Inman advised, okay I’ve got a motion. Do I hear a second? Hale replied, second. Karge asked, so Mr. Brock did this verbiage come; did you just take it right out of what the state statute was? Brock replied, it has been in policy, existing policy for some time. Patton replied, I am going to say this, I participated in the drafting of this policy and it has been a number of years ago. Boston replied, well there’s no legal reference to give us a statute. Patton replied, I agree. This statute should be put in. This

state board policy should be referenced. Karge advised, to finish my question. So what was the change that brought it back to? Brock replied, actually the change is just to extend who from the Central Office can participate. It was a school administrator and now we added designee. Just in case the principal was not available. Karge asked, so you just modernized it? Brock continued, brought that up to date, but another thing that was added to that and I want to point this out. If you look at page 3 of this. The blue on the screen it says, if the student tests negative beyond the retention time the student may return to normal extracurricular activity participation. Now we, that was an addition there where we've taken someone who may have had some missteps in the past, but we are saying okay you're good now. So if we do table this, which we are certainly open to further study. You are taking away this particular benefit to a student who maybe had a problem in the back. Karge replied, thank you for clarifying. Inman asked, is there any further discussion? Mrs. Boston, do you want to stick with your motion? Boston replied, I do. I think that is a total misconception of what, I don't know that we can send them to the juvenile court system and for what purpose. Inman replied, right. I understand that and I understand exactly where you're coming from, but Mr. Brock. Brock advised, it's my feeling that the policy should go through. Simply to make sure that a student does have some protection there with the addition and then refer it back to the Policy Committee for, with Mr. Patton, Earl with your input and your help for possible rewording those two sentences. Boston replied, and I am okay with that. Brock advised, which we could possibly do this, if everything falls into place in the next August Policy Committee meeting and then all we would be doing is perhaps doing a correction with the wording. Maybe even do a First and Second Reading and have this in place. Because we are talking about a lot of athletes, you know club participants. We want to, we want to get this clearly stated as early in the school year as possible. Boston asked, okay if I make a motion to approve this policy? Inman advised, well hang on just a second. We've already got a motion to table it. Boston replied, I will amend my motion. Inman replied, okay. How do you want to amend it? Boston replied, I can. Let's think this through. If I amend my motion to approve this policy with the wording as it is now and then refer it back to the Policy Committee to look at #4 in the second and third offense. Would you amend your second? Hale replied, I will amend my motion. Boston replied, okay I can do that. Inman replied, so basically you're withdrawing your original? Boston replied, original motion. I'll amend my original motion. Inman replied, well I think we'd have to withdraw it, because it is completely different. It's a completely different motion. Boston replied, I withdraw. Inman replied, withdraw your motion. Will you withdraw your second? Hale replied, I will. Inman replied, okay and now do you want to make a motion? Boston replied, I make a motion that we approve it as is and refer it back to the Policy Committee to look at #4 and #3 in the second and third offense. The wording or the intent and give Earl an opportunity to look at that and refer back to the Policy Committee to look at. Inman replied, okay. We've got a motion. Do you want to second that again? Hale replied, second. Inman replied, okay we have a second. Is there any further discussion? No one responded. Inman advised, okay. Now we are voting to send this, to pass this as it is, but to send it back to the Policy Committee for revisions if needed. Boston asked, the revision and what? I'm just going to Tony, since you are on Policy Committee Chairman. The legal references and the cross references need to go, need to be in there as well. So that when we have an issue we know where this information came from. Brock replied, and we're going to make use of our esteemed attorney to do just that Mrs. Boston I assure you. Boston replied, then Mrs. Boston will shut up. A Voice Vote was taken.

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

**MOTION:** **Motion Carried**

16.A.2. \*Approval of Second Reading of Policies (See Exhibit #15) Brock advised, okay if that wasn't cloudy enough let's if you will. Let's take a look at our suggestion for Second Reading of policies and to tell you the truth. Inman replied, we have not done the 4.600 yet. He said we are going to look at Second Reading. Brock replied, it was up for First and Second Reading. So we could discuss that under this category. Inman replied, yes. Brock replied, these are our recommendations for First and Second Reading. They are time sensitive simply because they need to be in place as soon as quickly as possible before the school year starts. So we want to make sure that we're as ready for those students as we can possibly be and it is our recommendation for Policy 4.502 Parent and Family Engagement, Policy 4.600 Grading System, and Policy 6.405 Medicines for First and Second Reading, but I've already had a request for discussion for Policy 4.600 for discussion. Are there any of the other policies up for First and Second Reading that anyone on this board would like to discuss before voting? No one responded. Brock continued, all right. So my intent is to pull for consideration at this point in time Policy 4.600. The others, unless there is a need for discussion to move these along. Inman advised, I am the one that asked for the discussion on the 4.600. Now state law says that we have to change our grading policy for 9 through 12. It does not say that we have to do that for 3 through 8. Brock replied, you are correct. Inman continued, but it's my opinion that if we're going to do this grading scale for 9 through 12 that we ought to do the same grading scale for 3 through 8. Just to be consistent. Stepp advised, Mr. Chair, I have some documents passed down your way. There's two documents to this. **(See Exhibit 16)** There's a front one that has just kind of a generalization that I have and then it'll go to the TSBA or the Tennessee State Board of Education Uniform Grading Policy and then I have something to highlight there for part of discussion. While we're discussing this and then the current policy, but that's on our, it's on the screen. So we probably won't need that last set, but I wanted to share that with you. Karge advised, well that sounds reasonable. Inman replied, well I just feel like. Brock asked, has anybody spoken to what our elementary people think? Do we have our elementary supervisor present? Inman replied, we've got elementary principals all over the building. Stepp replied, Dr. Farley is here. Brock replied, okay guys come on now. Now is your turn to speak. What are they saying Dr. Farley? Stepp advised, the question would be the grades 3 through 8 Grading Policy. Do we want to follow the High School Uniform Policy or do we want to stay with what we currently have normed for each elementary school for grades 3 through 8? Farley replied, I haven't had the opportunity to see the principals until this week. So I haven't talked to them. Inman replied, so that puts the principals on the spot. Come on, Christy. VanWinkle replied, I feel like we need to stay consistent. If the high schools are going to use that grading skill, I feel like we need to use the same grading scale at the high school for consistency. Inman replied, okay. Any other principal want to speak up? Speak now or forever hold your peace. Mrs. Beaty replied, I agree with Christie. I think it needs to be uniformed. Karge asked, Mrs. Timson, what say you? Timson replied, I love the 10-point grading scale. It's a whole lot easier. Than trying to figure out 93's and 87's. Karge

replied, I agree. Stepp advised, just to clarify why the high school grading policy was brought into being on your front page there. I just gave you a very brief overview, but the current grading scale is a way to even the playing field for determining eligibility for the Hope Scholarship. Is everyone following along on the front page there? While grading practices traditionally have been set locally across the U.S. Some states like Tennessee have moved to uniform systems out of a growing concern about grade inflation for high-stakes awards. Even so, some districts still calculate GPAs using both the state's grading scale and their own. One to determine HOPE eligibility and the 10-point scale to determine class rankings and valedictorians. Both are included on high school report cards and transcripts, with one designated as the HOPE Scholarship GPA to indicate it's a required state calculation. Meaning the 10-point scale was created to create at the high school level an even playing field for scholarships. Specifically the Hope Scholarship and if you look on the attached Uniform Grading Policy what we are discussing here is on page 2 of 6 and I've highlighted its letter d. LEAs may adopt the Uniform Grading System for grades Pre K through 8 or they may adopt a local grading scale for those grades. This is a hot topic with Superintendents across Upper Cumberland. I am apart of the Superintendent's Study Council. We have some counties who are just doing the high schools, because it is state law and they want to create; they want to continue their consistency with the elementary schools. We have others who actually have middle schools, who have included middle schools in this change of Uniform Grading Policy, but not elementaries and of course the Pre K upto 2 has a completely different system of student grading. So and that's not something that's included in that. So it's just grades 3 through 8 if that is a consideration and there is no set decision across the upper cumberland. Each school system is deciding on their own. The only difference I've seen is like I said school systems actually have middle schools, will have the middle schools on the same grading policy as the high school. The other school systems using K-8 systems or different setups like that have just kind of stuck with their norm. Not saying one is right or one is wrong. Just kind of some of the information that is flowing around. Inman advised, I am going to make a motion that we approve the grading system that the state has told us that we have to do for high school to include it for grades 3 through 8 and 9 through 12. Brock replied, point, point. This policy does not address elementary grading scale. So we're not changing the policy. It clearly states that this decision made by the Director. You know if you want to add that an elementary line to this it will have to go back, because. Inman asked, is there a policy specifically for elementary? Brock replied, to my knowledge, no. There may be a reference simply that locally they make; it's a local decision on elementary and how they are computed and how they are done. Inman replied, but we have to have some kind of policy for 3 through 8 grading scale somewhere surely. Boston replied, it could be state law. Brock replied, policies oftentimes tend to make sure that we're following state law and that we're not going to fall behind or do something that's going to reflect poorly on Cumberland county Schools. It states that this decision on elementary grading scale is a local decision and it's essentially going to come from the Superintendent, the Director of Schools and whoever he allows some input. Otherwise we are going to have to rewrite; we are gonna have to add that to this policy. Is my point and this will not be in place. Inman replied, okay I will withdraw my motion and suggest that we go back to policy. I mean we'll go ahead and pass this, because it is state law. Brock replied, you could make a motion at the completion of this to recommend that the Director and Cumberland County Elementary Schools follow that grading scale. Boston replied, and to be added to the policy. Brock continued,

and if the policy needed to be written on that then we will do it. King advised, it's kind of procedure. Stepp replied, the first two lines of this policy kind of very briefly discusses the K or Pre K well its' K-8 on how we can continue that's the current policy. Inman advised, okay I am withdrawing that, my first motion and I'll make a motion that we pass this policy with the recommendation that we task the Director of Schools to go back and look and see if we need to do a a policy for K through 8 and see how we can do the grading system with the connection. Brock asked, what about the other policies that are up for First and Second Reading? Do you want to handle that as an individual one and now we'll go with the other? Inman replied, no. I'll include all those others as well. So we can go ahead and get through this. Karge replied, I will second your motion. Inman replied, alright. We've got a motion and a second. We're going to pass this grading scale for 9 through 12 with the recommendation Director to look at the K through 8 and we're going to pass these other policies that Mr. Brock has mentioned. We're gonna do First and Second Reading, because this stuff needs to get in the student handbooks as fast as possible. Is there any further discussion? Boston asked, could you repeat your part of the motion? What are we doing? We're approving this. Inman replied, we're approving 4.600 plus the other. Oh you want the last part of that. Boston replied, yes. Inman continued, okay. We're going to approve 4.600 as written with the recommendation that the Director of Schools look at the K through 8 grading system and whether we need to have a new, another policy for it or, but my recommendation is that we do the same grading system, but he will have to set those guidelines. Is that not what I said Mr. Brock? Brock replied, it is, but if we pass these as written. It would simplify everything and then I'm sure the Director is going to have to make a decision tonight or tomorrow morning or sometime, because those elementary schools, those teachers need to know what to start putting in their computers. What to have in their planbooks. You know and everything, but that decision has to come out of this office. It can't come from policy tonight. Safdie requested his comment summarized to say, procedural method we could use to approve the policy tonight, but it would require the board to waive Policy Procedures. Brock replied, should this board decide to do that, I welcome you to do so. It would mean rewriting certain sections of this policy and doing it tonight with little forethought, because here's the thing. The Director of Schools has the authority to decide at any moment he chooses what kind of grading scale elementary schools are going to be using. Karge asked, so why are we getting involved? Safdie replied, not if we make a policy. Brock replied, true. Inman advised, well the. Brock replied, but it needs to be done, if you want to write a policy tonight Robbie I welcome your input and I will give you my copy. Safdie replied, I appreciate that, thank you. Inman advised, I understand where you're coming from Mr. Safdie, but I've made the motion and it's been seconded. Is there any further discussion? King replied, call the question. Inman replied, no further discussion. Now we're voting to approve 4.600 and the other policies that Mr. Brock mentioned for First and Second Reading, because this information needs to get out there as fast as possible and with the stipulation of 4.600. Mr. Stepp has to do his job to take care of the K through 8 on whatever direction he decides on and then at some point in time if this board wants to change policy, then we can go back to Policy Committee. Is that correct Mr. Brock? Brock replied, absolutely or write a brand new policy just to address elementary concerns. Boston asked, the grading and assessment system shall be uniform district wide at comparable grade levels except that the Director of Schools shall have the authority to establish and operated ungraded or unstructured classes in grades K through 3. So if I'm reading that correctly the grading and

assessment system shall be uniform district wide. Stepp replied, that ma'am if you look on my handouts that I sent to you it's actually split up by policy on high school grading policy directly. Boston replied, okay. Stepp continued, it does allow in that policy to include grades 3 through 8 if so desired by the school board through policy or by me or my designee. At this time this would be what I would think is I don't feel comfortable making a knee-jerk reaction decision right now on grades 3 through 8. Most of my preparation has been trying to follow the state law on the high school grading policy. I would definitely very quickly like to have an option to meet with the experts, our elementary principals to get their opinions. So that we could be better educated on that. You'll notice in our policy at no time does it give an actual number for the grades K through 8 as far as their grading. It's just high school, high school credit recovery. The one policy that does deal with elementary is promotion and retention. Karge replied, point of order. There is a call for the question. Inman replied, well that's true. Alright so we need to vote. So does everybody understand what we're voting on. I've repeated it about four times. A Voice Vote was taken. Inman advised, motion carries. We will expect Mr. Stepp and the elementary principals to get together as fast as possible to decide on the 3 through 8, but you know my opinion on it and that doesn't mean anything. Brock advised, before the policy leaves. There are a lot more policies that we're gonna be considering in the next two or three weeks. So if you had fun tonight just stay tuned. Boston asked, question. Just so I can clarify it. We are, Mr. Stepp has the authority to determine the grading system for K through 8. Inman replied, according to our policy and according to state law he does. Boston replied, okay then I am happy with that. I just got lost in the translation. Inman replied, well it went through several different translations. Safdie advised, but whatever he decides through his feedback with th elementary school teachers, principals and teachers then it certainly would be our prerogative to say this is a system issue and we could then amend a policy or add a policy to do that. Boston replied, and I'm fine with that. I just want to make sure for right now, since school starts next week he has been given that authority or he already has that authority. Inman replied, yes he has that authority.

- 16.A.2.a. Policy 4.210 Credit Recovery
- 16.A.2.b. Policy 4.502 Parent and Family Engagement
- 16.A.2.c. Policy 4.600 Grading System
- 16.A.2.d. Policy 6.405 Medicines

**VOICE VOTE:** Inman (mover-yes)  
Karge (seconder-yes)  
All Ayes

**MOTION:** **Motion Carried**

Inman advised, okay moving on. We did all the Second? We've done the First and Second Reading together. We still lack the Second Readings on these other policies. Correct? Brock replied, we did First and Second Reading on the remaining policies. Inman asked, 4.210 and? Brock replied, yes. So we got them on Second Reading. Brock replied, 4.502, 6.405. Inman asked, so we've got all your policies taken care of then? Brock replied, I pray.

16.B. Athletic Committee - Mr. Tony Brock - Inman advised, next item is the Athletic Committee, Mr. Brock. Do you have anything to report? Brock replied, I feel like I ought to make up something. I'd just like to say one thing. Dean Patton is doing an amazing job as Athletic Director and he's handling the start of the athletic season in an amazing way and so kudos to him. That's all.

16.C. Budget Committee Meeting - Mr. Chris King - Inman advised, next is Budget, Mr. King, do you have anything to report? King replied, Mr. Chair nothing new.

16.D. Building and Grounds Committee - Mr. Robert Safdie

16.D.1. \*Martin Elementary Culvert Replacement (See Exhibit 17) Inman advised, next is Building and Grounds, Mr. Safdie. Safdie advised, I don't have anything to say. We have met one time and our discussion was on the Martin Elementary Crosswalk and of course they are replacing the drain culvert in front of the parking lot with bigger pipes and hopes to drain more water from the front of the school. There was a discussion with the city and our Maintenance Director and the Director of School. That they would make this change, absorb the labor, but we would have to pay. They requested we pay for the materials and the Building and Grounds Committee approved that and I think, Mary what was the final budget line for that piping? Kington replied, \$6,900. Safdie continued, \$6,900. Inman advised, I would like to say a huge thank you to the City of Crossville for taking on this job, because this all came about because of the crosswalk that they're putting in and the sidewalk that they're having to pour for handicap accessible was going to be running right across the top of our drain line. Well if anybody knows anything about Martin, the drain over there is always not been very good and the reason is, because we found out that there's only an 8 inch drain line that's under there and they are replacing it for us with a 24 inch drain. So hopefully Mrs. VanWinkle we won't have any cars underwater over there this year. VanWinkle replied, thank you. Inman continued, but anyway like I said a huge thank you to the City of Crossville, because this is saving us a lot of money, because they're providing all the labor and everything. All we have to do is replace the pipe form and it's saving us a lot of money. Alright, this came out of committee so it doesn't need a second. Is there any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Safdie (mover-yes)  
(no second necessary)  
All Ayes

**MOTION:** Motion Carried

16.E. Safety Committee-Mrs. Rebecca Hamby - Inman advised, next is the Safety Committee. Mrs. Hamby is not here so we'll move on.

17. Contract Committee - Ms. Teresa Boston (See Exhibit 18) Inman advised, next is the Contract Committee, Mrs. Boston. Boston replied, yes. Mr. Inman if I might. The Martin Elementary Culvert Replacement that the \$6,900 whatever. Where is that money coming from? Inman replied, out of Maintenance. Out of their budget. Boston asked, just out of the maintenance general budget? Kington replied, yes. Boston replied, got it. We had a Contract Committee meeting. We had several contracts. They were all approved by the Contract Committee. The first one is an Educational Resource Management Consortium and Invoice. Second one is MOU for physician services with Cumberland

County and Dr. Laruen Bergvin. Now this came back to us amended with some wording that Dr. Bergvin is doing this as a labor of love. There is absolutely no, she does not charge for her services and for that we are grateful. An MOU with the Cumberland County School District and Avalon Center, TDOE Educator Preparation Agreement, the TNTP Math Implementation and the Stellar Therapy Nursing. I'll entertain any questions. These did come out of committee. They were all recommended and they were all discussed there thoroughly. Inman asked, does anybody have any questions on any of the contracts? No one responded. Inman advised, we are going to vote on all the contracts all together. A Voice Vote was taken.

- 17.A. Educational Resource Management Consortium and Invoice
- 17.B. MOU between CCS and Dr. Laruen Fox-Bergvin
- 17.C. MOU between CCS and Avalon Center
- 17.D. TDOE Educator Preparation Agreement
- 17.E. TNTP Math Implementation Grant Contract
- 17.F. Stellar Therapy Administrative and Clinical Services Agreement

**VOICE VOTE:** Boston (mover-yes)  
(no second necessary)  
All Ayes

**MOTION:** Motion Carried

18. Chief Financial Officer's Report - Inman advised, next it the Chief Financial Officer's Report. Who's going to do that one? Stepp replied, Mr. Chairman, Mrs. Bray with an extensive background in finance has been helping me keep everything afloat until we start doing interviews tomorrow for CFOs. So please welcome Mrs. Bray up here to help with our June prelim financial report.

18.A. Monthly Financial Report (See Exhibit 19) Bray advised, well first of all Mrs. Harris prepared this so no worries there. Emphasis on preliminary. This is very preliminary. The county has not closed the books yet so there'll still be some adjustments made to this. I talked to Mr. Brock today probably 10 to 5 15 days before that happens. So there will be some changes. She put some notes at the bottom so that you guys could see that basically as far as revenues we came in a bit below, but we still don't have the June Sales Tax. So that will change. As far as expenditures we came in it looks like \$5.4 million below and there's reasons for that as well. Of course with these preliminary numbers it looks like we're going to be adding back to the fund balance instead of taking away from the fund balance, but again very preliminary. So, don't like hold us to the fire on this, because this will change. Karge advised, thank you for stepping up. Bray replied, not a problem. Inman asked, does anyone have any questions for Mrs. Bray? No one responded. Inman advised, you got lucky. Bray replied, I've been living right. Personally I am really excited to see that Sales Tax Report. Anybody who has been in Buc-ees is all you hear is cha-ching, cha-ching, cha-ching. Inman advised, I am glad Buc-ees got opened before the end of the year. Stepp replied, thank you Mrs. Bray. You've been a great help to me keeping everything going. So I really appreciate your help. Inman replied, yes thank you Mrs. Bray.

18.B. Monthly Sales Tax Report (See 18A)

18.C. \*141 Budget Amendments (See Exhibit 20) Inman advised, next item is the 141 Budget Amendments. Karge replied, I am going to move to approve all of them. Inman asked, 141, all 3 of them? Karge replied, all 3 of them. Inman advised, I've got a motion for. King replied, second. Inman continued, a motion by Mrs. Karge and a second by Mr. Brock. Any discussion and questions on any of those three? Boston asked Mr. Chair if I could please. On the project reallocation budget resolution we are moving \$157, 554 from the unassigned fund balance to increase Maintenance of Plant, Maintenance Repair for \$90,000. What is that going for? Stepp replied, well these are projects that weren't completed by the end of the fiscal year. So we have to reallocate to be able to go to the building and grounds projects that need to be completed. These are already approved, but was not completed by the fiscal year as I understand. So we have to go through school board again to reallocate those monies. Inman advised, that was my question too. Whenever I saw this, but yeah it's stuff that just projects that did not get finished by the end of the budget. Alright, any further questions? No one responded. A Roll Call Vote was taken.

**ROLL CALL VOTE:** Karge (mover-yes)  
Brock (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Inman - Y, Brock - Y, King - Y  
Karge - Y, Boston - Y

**MOTION:** **Motion Carried**

18.D. \*142 Budget Amendments (See Exhibit 21) Inman advised, now we will go onto 142 Budget Amendments. Karge advised, move to approve all. King advised, second. Inman replied, Mrs. Karge with the motion and Mr. King with the second. Is there any discussion on any of the 142 Budget Amendments? No one responded. A Roll Call Vote was taken.

**ROLL CALL VOTE:** Karge (mover-yes)  
King (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Inman - Y, Brock - Y, King - Y  
Karge - Y, Boston - Y

**MOTION:** **Motion Carried**

18.E. \*143 Budget Amendment (See Exhibit 22) Inman advised, next item is the 143 Budget Amendment. Which is the School Nutrition Program. Karge advised, move to approve. King advised, second. Inman replied, Mrs. Karge with the motion and Mr. King with the second. Is there any discussion? No one responded. A Roll Call Vote was taken.

**ROLL CALL VOTE:** Karge (mover-yes)  
King (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Inman - Y, Brock - Y, King - Y  
Karge - Y, Boston - Y

**MOTION:**

**Motion Carried**

19. \*Consent Agenda (See Exhibit 23) Inman advised, next is the Consent Agenda. Karge advised, move to approve. King advised, second. Inman replied, I've got a motion and a second. Any discussion on any of the Consent Agenda? No one responded. A Voice Vote was taken.

19.A. \*Approval of Volunteers

19.A.1. CCHS Volunteer List

19.A.2. CCMS Volunteer List

19.A.3. SMHS Volunteer List

19.B. \*Approval of Overnight and Out of State Field Trips

19.C. \*Approval of Contracts

19.C.1. North Elementary and Strawbridge Studios Agreement

19.C.2. Stone Elementary & Strawbridge Studios Agreement

19.D. \*Approval of Grants

19.E. \*School Wide Fundraisers

19.F. \*Approval of Disposal of Surplus Property

19.F.1. CTE, Food Service, Gen., and SPED Retirement List

19.G. \*Executive Approval

**VOICE VOTE:**

Karge (mover-yes)

King (seconder-yes)

All Ayes

**MOTION:**

**Motion Carried**

20. Old Business - Inman advised, next item is Old Business. Hearing none, we'll move on.

21. Questions from Media - Inman advised, Questions from Media. Do you have any questions? Mo replied, no.

Stepp advised, Mr. Chair, I would like to say thank you everyone, especially the school leadership, Central Services that came out tonight to support this meeting. It's a lot of principals, so thank you guys for coming out and your support. Thank you school board. I'm humbled to be here and excited all at the same time. So pretty fired up to get going with the school year. We got kids now, live. It's awesome. So I am excited to go and thank you for your support.

22. Adjournment - Karge moved and King seconded a motion to adjourn at 7:35pm.

**VOICE VOTE:**

Karge (mover-yes)

King (seconder-yes)

All Ayes

**MOTION:**

**Motion Carried**

23. (\*) Indicates Board Approval Req

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**Mr. William Stepp**  
**Director of Schools**

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**Mr. Jim Inman**  
**Chairman of the Board**

I, Tabitha Webb, do hereby certify that I reported the foregoing minutes and that I delivered said minutes to the office of the Director of Schools on August 20, 2022.

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**Tabitha Webb**  
**Board of Education Recorder**

**August 25, 2022 at 6:00 PM - Board of Education**

1. Call to Order - Mr. Jim Inman
  2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman
  3. Welcome to Visitors - Mr. Jim Inman
  4. Special Recognition - Mr. Jim Inman
  - 4.A. Charitable Funds Fall 2022
- Attachments:** (1)

- [Charitable Funds Fall 2022](#)

5. Roll Call
  6. Declaration of Conflict - Mr. Earl Patton
  7. \*Approval of July Minutes
- Attachments:** (1)

- [7-28-22 Minutes](#)

8. \*Approval of Agenda
- Attachments:** (1)

- [Agenda](#)

9. Acknowledgement of Elected Officials
  10. Community Comments
  11. School Board Reports
  - 11.A. TLN Report - Mr. Robert Safdie
  12. Board Member(s) Report from Training(s)
  13. Legal Report - Mr. Earl Patton
  14. Director's Report - Mr. William Stepp
  - 14.A. \*2022-2023 College, Career, and Technical Education Club Program Participation
- Attachments:** (1)

- [CTE 2022-2023 Club Participation Program](#)

- 14.B. \*System Wide Testing Coordinator
- Attachments:** (1)

- [System Testing Coordinator](#)

- 14.C. \*Accept Bid for Pre-Approved ESSER 2 High School Pavilions
- Attachments:** (1)

- [2209C Bid Results 8-24-22 \(2\)](#)

- 14.D. \*Safe Schools Counselor Job Description

**Attachments:** (1)

- [Safe Schools Counselor Job Description](#)

14.E. Annual Planning Calendar

**Attachments:** (1)

- [2022-2023 Planning Calendar](#)

14.F. FYI

14.F.1. Ag in the classroom

**Attachments:** (1)

- [Ag in the classroom](#)

14.F.2. Manual Adjustment for Pay Study

**Attachments:** (1)

- [Manual Salary Adjustment](#)

14.F.3. Administrative Meeting Agenda

14.F.4. Attendance Report

14.F.5. Personnel Report

**Attachments:** (2)

- [CCSNP Staff Changes for August BOE Agenda](#)
- [CCS Personnel Report](#)

14.F.6. Substitute List

**Attachments:** (1)

- [Substitute Board List](#)

14.F.7. Professional Development Report

14.F.8. School News Articles

**Attachments:** (2)

- [Brown News Aug '22](#)
- [PV School News Aug '22](#)

14.F.9. School Calendar of Events

**Attachments:** (5)

- [North Calendar](#)
- [Phoenix Calendar](#)
- [PHS Calendar](#)

- [SMHS Calendar](#)
- [South Calendar](#)

15. School Board Committees

15.A. Policy Committee-Mr. Tony Brock

15.A.1. \*Approval of First Reading of Policies

15.A.1.a. Policy 1.102 Board Members Legal Status

**Attachments:** (1)

- [1.102](#)

15.A.1.b. Policy 3.404 Private Vehicles

**Attachments:** (1)

- [3.404](#)

15.A.1.c. Policy 4.101 Instructional Standards

**Attachments:** (1)

- [4.101](#)

15.A.1.d. Policy 4.212 Virtual Education Program

**Attachments:** (1)

- [4.212](#)

15.A.1.e. Policy 4.300 Extracurricular Activities

**Attachments:** (1)

- [4.300](#)

15.A.1.f. Policy 4.406 Use of the Internet

**Attachments:** (1)

- [4.406](#)

15.A.1.g. Policy 5.200 Separation Practices for Tenured Teachers

**Attachments:** (1)

- [5.200](#)

15.A.1.h. Policy 5.201 Separation Practices for Non-Tenured Teachers

**Attachments:** (1)

- [5.201](#)

15.A.1.i. Policy 5.701 Substitute Teachers

**Attachments:** (1)

- [5.701](#)

15.A.1.j. Policy 6.318 Admission of Suspended or Expelled Students

**Attachments:** (1)

- [6.318](#)

15.A.2. \*Approval of Second Reading of Policies

15.A.2.a. Policy 2.806 Bids and Quotations

**Attachments:** (1)

- [2.806](#)

15.A.2.b. Policy 3.202 Emergency Preparedness Planning and Training

**Attachments:** (1)

- [3.202](#)

15.A.2.c. Policy 4.402 Reconsideration of Textbooks and Instructional Materials

**Attachments:** (1)

- [4.402](#)

15.A.2.d. Policy 4.403 Library Materials

**Attachments:** (1)

- [4.403](#)

15.A.2.e. Policy 5.119 Employment of Retirees

**Attachments:** (1)

- [5.119](#)

15.A.2.f. Policy 6.200 Attendance

**Attachments:** (1)

- [6.200](#)

15.A.2.g. Policy 6.204 Attendance of Non-Resident Students

**Attachments:** (1)

- [6.204](#)

15.A.2.h. Policy 6.300 Code of Conduct and Discipline

**Attachments:** (1)

- [6.300](#)

15.A.2.i. Policy 6.409 Reporting Child Abuse

**Attachments:** (1)

- [6.409](#)

15.B. Athletic Committee - Mr. Tony Brock

15.C. Budget Committee Meeting - Mr. Chris King

15.D. Building and Grounds Committee-Mr. Robert Safdie

15.D.1. Homestead Playground Improvements

**Attachments:** (1)

- [Homestead Elem. Playground Improvements](#)

15.E. Safety Committee-Mrs. Rebecca Hamby

15.F. Contract Committee-Ms. Teresa Boston

15.F.1. Interquest Canine Agreement

**Attachments:** (1)

- [Interquest Agreement Cumberland Co., TN 2022-2023](#)

15.F.2. Uplands Design Group AIA Stone Elementary Re-roof

**Attachments:** (1)

- [UDG Stone Re-roof](#)

15.F.3. Upland Design Group North Electrical Re-bid

**Attachments:** (1)

- [UDG NCE Electrical Rebid](#)

15.F.4. United Healthcare Billing Services Contract

**Attachments:** (1)

- [UHC Billing Contract](#)

16. Chief Financial Officer's Report-Mrs. Kacee Harris

16.A. Monthly Financial Report

**Attachments:** (1)

- [Summary Financial Statement July 2022](#)

16.B. Monthly Sales Tax Report

16.C. \*141 General Budget Amendment

**Attachments:** (1)

- [141 General Budget Amendment](#)

16.D. \*142 Federal IDEA Budget Amendment

**Attachments:** (1)

- [142 Federal IDEA](#)

16.E. \*142 Federal Perkins Reserve Consolidated Budget Amendment

**Attachments:** (1)

- [142 Perkins Federal](#)

17. \*Consent Agenda

17.A. \*Approval of Volunteers

17.A.1. CCHS Volunteer List

**Attachments:** (2)

- [CCHS Volunteer List Aug '22](#)
- [CCHS Volunteer List 2](#)

17.A.2. CCS Youth Achievement Volunteer List

**Attachments:** (1)

- [Youth Achievement Foundation Volunteer List](#)

17.A.3. CCMS Volunteer List

**Attachments:** (1)

- [CCMS Volunteer List Aug '22](#)

17.A.4. Crab Orchard Volunteer List

**Attachments:** (1)

- [COE Volunteer List Aug '22](#)

17.A.5. Homestead Elementary Volunteer List

**Attachments:** (1)

- [HES Volunteer List Aug '22](#)

17.A.6. Pine View Elementary Volunteer List

**Attachments:** (1)

- [PV Volunteer List](#)

17.A.7. South Elementary Volunteer List

**Attachments:** (1)

- [South Volunteer List Aug '22](#)

17.A.8. Stone Elementary Volunteer List

**Attachments:** (1)

- [Stone Elem Volunteer List](#)

17.A.9. Stone Memorial High School Volunteer List

**Attachments:** (1)

- [SMHS Volunteer List](#)

17.B. \*Approval of Overnight and Out of State Field Trips

17.B.1. CCHS Lady Jets/Jets Overnight Request Pensacola FL 12-26-22 to 12-31-22

**Attachments:** (1)

- [CCHS Overnight Request Aug '22](#)

17.B.2. North Jr BETA Club Nashville, TN 11-20-22 to 11-22-22

**Attachments:** (1)

- [North Overnight Request 1](#)

17.B.3. North 7th/8th grade trip Washington, DC 5-12-23 to 5-16-23

**Attachments:** (1)

- [North Overnight Request 2](#)

17.B.4. SMHS Golf Team Overnight Request Sevierville, TN 10-5-22 to 10-7-22

**Attachments:** (1)

- [SMHS Overnight Request Golf](#)

17.B.5. SMHS Volleyball Overnight Request Murfreesboro, TN 10-18-22 to 10-21-22

**Attachments:** (1)

- [SMHS Overnight Request Volleyball](#)

17.B.6. SMHS Cross Country Overnight Request Hendersonville, TN 11-3-22 to 11-5-22

**Attachments:** (1)

- [SMHS Overnight Request Cross Country](#)

17.B.7. SMHS Choir Overnight Request Nashville, TN 11-11-22 to 11-12-22

**Attachments:** (1)

- [SMHS Overnight Request Choir](#)

17.B.8. SMHS Chorus Overnight Request Nashville, TN 11-14-22 to 11-15-22

**Attachments:** (1)

- [SMHS Chorus Overnight Request](#)

17.B.9. SMHS Girls Basketball Overnight Request Johnson City, TN 11-18-22 to 11-19-22

**Attachments:** (1)

- [SMHS Overnight Request Girls Basketball](#)

17.B.10. SMHS BETA Club Overnight Request Nashville, TN 11-28-22 to 11-30-22

**Attachments:** (1)

- [SMHS Overnight Request BETA](#)

17.B.11. SMHS Choir Overnight Request Nashville, TN 4-20-23 to 4-22-23

**Attachments:** (1)

- [SMHS Overnight Request](#)

17.C. \*Approval of Contracts

17.C.1. Brown Elementary and Simple Pix Agreement

**Attachments:** (1)

- [Brown and Simple Pix](#)

17.D. \*Approval of Grants

17.E. \*School Wide Fundraisers

**Attachments:** (10)

- [North School-Wide Fundraiser](#)
- [PV School-Wide Fundraiser](#)
- [Phoenix School-Wide Fundraiser](#)
- [Phoenix School-Wide Fundraiser 2](#)
- [PHS School-Wide Fundraiser](#)
- [South School-Wide Fundraiser](#)
- [Crab Orchard School-Wide Fundraiser 1](#)
- [Crab Orchard School-Wide Fundraiser 2](#)
- [Crab Orchard School-Wide Fundraiser 3](#)
- [Crab Orchard School-Wide Fundraiser 4](#)

17.F. \*Approval of Disposal of Surplus Property

17.F.1. CTE Retired Inventory

**Attachments:** (1)

- [CTE Retired Inventory](#)

17.F.2. Phoenix Retired Inventory

**Attachments:** (1)

- [Phoenix Retired Inventory](#)

17.F.3. SMHS Retired Inventory

**Attachments:** (1)

- [SMHS Retired Inventory](#)

17.G. \*Executive Approval

18. Old Business

19. Questions from Media

20. Adjournment

21. (\*) Indicates Board Approval Required



William G. Stepp • Director of Schools

Jim Inman • Board Chair

August 25, 2022

Mr. Stepp and Cumberland County Board of Education,

The College, Career and Technical Education Department would like to submit the following letters for your approval. They represent the CTSO's (Clubs) in College, Career and Technical Education.

FFA, Future Farmers of America, CCHS, SMHS, PHS, Brown Elementary, Homestead Elementary, Glenn Martin Elementary, North Cumberland Elementary, South Cumberland and Pleasant Hill Elementary.

FCCLA, Family, Career and Community Leaders of America, SMHS, CCHS, and Glenn Martin Elementary.

HOSA, Health and Occupation Students of America, CCHS, and SMHS.

SKILLSUSA, CCHS, and SMHS,

FBLA, Future Business Leaders of America, SMHS.

Also, SMHS Criminal Justice and Aviation programs are requesting approval for field trips in and out of county.

Thank you for your consideration,

Dr. Wm. Scott Maddox  
Director, College, Career and Technical Education  
9 - 12 Supervisor

August 2, 2022



Director of Schools  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Director Stepp and School Board Members:

We are seeking the board's permission to allow Cumberland County FFA students to attend the following district, regional and state events for the 2022-2023 school year:

<b><u>Date</u></b>	<b><u>Event</u></b>	<b><u>Location</u></b>
<b>August 22</b>	<b>State Fair FFA Legislative Breakfast</b>	<b>Lebanon</b>
<b>August 30</b>	<b>District Land Judging</b>	<b>Sparta</b>
<b>September 15</b>	<b>Regional Land Judging</b>	<b>McMinnville</b>
<b>TBA</b>	<b>Farm Bureau Ag in the Classroom</b>	<b>Crossville</b>
<b>September 20</b>	<b>Tennessee Tech University Fall Clinic</b>	<b>Cookeville</b>
<b>TBA</b>	<b>Greenhand Conference</b>	<b>Crossville</b>
<b>TBA</b>	<b>Macon County Land Judging</b>	<b>Lafayette</b>
<b>October 17</b>	<b>State Land Judging (must qualify)</b>	<b>TBA</b>
<b>October 21-22</b>	<b>State Sheep Expo</b>	<b>Cookeville</b>
<b>October 25-30</b>	<b>National FFA Convention</b>	<b>Indianapolis</b>
<b>November 3</b>	<b>District Team Public Speaking</b>	<b>Crossville</b>
<b>November 10</b>	<b>Sectional Speaking (must qualify)</b>	<b>Hendersonville</b>
<b>TBA</b>	<b>TTU State Officer Prep Course</b>	<b>Cookeville</b>
<b>November 14</b>	<b>State Horse Judging</b>	<b>Murfreesboro</b>
<b>November 17</b>	<b>Regional Speaking(must qualify)</b>	<b>murfreesboro</b>
<b>TBA</b>	<b>Regional Officer Prep Course</b>	<b>Murfreesboro</b>
<b>November 18-19</b>	<b>Mission/Impact Leadership Conference</b>	<b>Doyle</b>
<b>January 17</b>	<b>District Individual Speaking CDEs</b>	<b>Cookeville</b>
<b>January 12-14</b>	<b>State 4-H &amp; FFA Hog Show</b>	<b>Cookeville</b>
<b>January 26</b>	<b>Sectional Speaking CDEs</b>	<b>Lebanon</b>
<b>January 20-21</b>	<b>TLC Conference</b>	<b>Murfreesboro</b>
<b>TBA</b>	<b>Agriculture Night with the Preds</b>	<b>Nashville</b>
<b>February 2</b>	<b>Regional Speaking CDEs (must qualify)</b>	<b>Murfreesboro</b>
<b>February 13</b>	<b>Regional Ag Comm/ Ag Issues</b>	<b>Murfreesboro</b>
<b>TBA</b>	<b>Spring TTU FFA Clinics</b>	<b>Cookeville</b>
<b>February 23</b>	<b>FFA Legislative Visits</b>	<b>Nashville</b>
<b>February 28</b>	<b>District Ag Mechanics</b>	<b>Cookeville</b>

TBA

Goodwill Tour



Knoxville

March 4  
TBA  
March 11  
March 11  
March 18 - 22  
March 30

UT Block & Bridle Livestock  
**Regional Dairy Judging**  
TN Beef Agribition  
Regional Ag Mechanics  
TN State FFA Convention  
Regional Nursery and Floriculture

Knoxville  
Lebanon  
Lebanon  
Riverdale HS  
Gatlinburg  
TBA

April 11  
April 12  
April 20  
April 22  
April 28  
April TBA  
April TBA

State Nursery/ Floriculture/ Poultry  
Regional Officer Interviews  
Regional Livestock Judging  
State Vet Science CDE  
State Ag Mechanics (Must qualify)  
Middle TN Regional Banquet  
Envirothon

Cookeville  
Lebanon  
Murfreesboro  
Martin  
Nashville  
Cookeville  
TBD

May-July  
May 28- June 2  
June 2-3  
June 3  
June or July TBA  
June or July TBA  
June or July TBA

FFA Leadership Camp (1 week TBA)  
Forestry Camp  
State Forestry  
State Environmental Science and Agronomy  
Washington Leadership Conference  
GoFFA Trip  
Officer Retreat

Doyle  
Doyle  
Doyle  
Doyle  
Washington, DC  
TBA  
TBA

July 15

State Beef Expo

TBA

**\*\*\*Highlighted events or contests could be during school. Some will only be part of the school day. Many of these we have to qualify for and different students attend most events.**

Sincerely,  
Cumberland County High School  
Agriculture Education

Jason Atkinson

Terra Davis

Danny Wilson

Principal  
Karri Hobby

*Contingent on funds as close to the end of the fiscal year as possible*  
D. Mulder  
8/15/2012



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*



August 9, 2022

Director of Schools  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Director Stepp and School Board Members:

We are seeking the board's permission to allow Stone Memorial FFA students to attend the following district, regional and state events for the 2022-2023 school year:

<u>Date</u>	<u>Event</u>	<u>Location</u>
August 22	State Fair FFA Legislative Breakfast	Lebanon
August 30	District Land Judging	Sparta
September 15	Regional Land Judging	McMinnville
TBA	Farm Bureau Ag in the Classroom	Crossville
September 20	Tennessee Tech University Fall Clinic	Cookeville
September 22	Ag in the Classroom	Crossville
TBA	Greenhand Conference	Crossville
TBA	Macon County Land Judging	Lafayette
October 5	District Forestry Judging	Livingston
October 17	State Land Judging (must qualify)	TBA
October 21-22	State Sheep Expo	Cookeville
October 25-30	National FFA Convention	Indianapolis
November 3	District Team Public Speaking	Crossville
November 10	Sectional Speaking (must qualify)	Hendersonville
TBA	TTU State Officer Prep Course	Cookeville
November 14	State Horse Judging	Murfreesboro
November 17	Regional Speaking(must qualify)	Murfreesboro
TBA	Regional Officer Prep Course	Murfreesboro
November 18-19	Mission/Impact Leadership Conference	Doyle

52

January 17	District Individual Speaking CDEs	Cookeville
January 12-14	State 4-H & FFA Hog Show	Cookeville
January 26	Sectional Speaking CDEs	Lebanon
January 20-21	TLC Conference	Murfreesboro
TBA	Agriculture Night with the Preds	Nashville
<b>February 2</b>	<b>Regional Speaking CDEs (must qualify)</b>	<b>Murfreesboro</b>
February 13	Regional Ag Comm/ Ag Issues	Murfreesboro
TBA	Spring TTU FFA Clinics	Cookeville
February 23	FFA Legislative Visits	Nashville
February 28	District Ag Mechanics	Cookeville
TBA	Goodwill Tour	Knoxville
March 4	UT Block & Bridle Livestock	Knoxville
TBA	Regional Dairy Judging	Lebanon
March 11	TN Beef Agribition	Lebanon
March 11	Regional Ag Mechanics	Riverdale HS
March 18 - 22	TN State FFA Convention	Gatlinburg
March 30	Regional Nursery and Floriculture	TBA
April 11	State Nursery/ Floriculture/ Poultry	Cookeville
April 12	Regional Officer Interviews	Lebanon
April 20	Regional Livestock Judging	Murfreesboro
April 22	State Vet Science CDE	Martin
April 28	State Ag Mechanics (Must qualify)	Nashville
April TBA	Middle TN Regional Banquet	Cookeville
April TBA	Envirothon	TBD
May-July	FFA Leadership Camp (1 week TBA)	Doyle
May 28 - June 2	Forestry Camp	Doyle
June 2-3	State Forestry	Doyle
June 3	State Environmental Science and Agronomy	Doyle
June or July TBA	Washington Leadership Conference	Washington, DC
June or July TBA	GoFFA Trip	TBA
June or July TBA	Officer Retreat	TBA
July 15	State Beef Expo	TBA

\*\*\*Highlighted events or contests could be during school. Some will only be part of the school day. Many of these we have to qualify for and different students attend most events.

Sincerely,  
Stone Memorial  
Agriculture Education

  
Chris Burris

  
Keith Cole

  
Chelsea Phillips

  
Principal  
Kelly Smith

*Confined on  
of's hands close to  
year. 5/15/2022  
J. Malachuk*



**The Phoenix Campus**  
203 Taylor Street  
Crossville, TN 3855  
Telephone (931) 456-1228  
Fax (931) 456-9862

**Mitch Lowe, Principal**

---

August 11, 2022

I am seeking permission for the Phoenix High School FFA to attend the State FFA convention to be held in Gatlinburg, Tennessee on specific dates TBA. The convention will be held in March 2023.

Thank you,

Don Smith  
CTE Teacher  
FFA Sponsor  
Phoenix High School  
(931)456-1228

Mitch Lowe  
Principal  
Phoenix High School

Brown Elementary

August 10, 2022

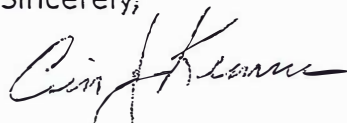
Director of Schools, Mr. Stepp  
Cumberland County Schools Board of Education  
368 Fourth Street  
Crossville, TN 38555

Mr. Stepp and School Board Members,

On behalf of Brown Elementary, I am writing to seek the school board's approval to allow FFA members to attend the following events during the 2022-2023 school year.

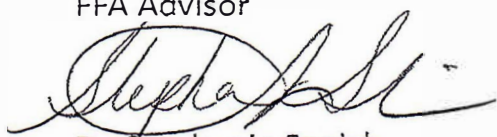
<u>Date</u>	<u>Event</u>	<u>Location</u>
9/1/22	Soil Judging	Sparta, TN
9/?/22	Horse Judging	Murfreesboro, TN
11/3/22	Team Speaking	Crossville, TN
1/17/23	Public Speaking	Cookeville, TN
1/?/22	4-H Regional Horse Bowl	Knoxville, TN
2/?/22	4-H State Horse Bowl	Knoxville, TN
2/28/23	Ag. Mechanics	Cookeville, TN
3/3/23	Block and Bridle Round Up	Knoxville, TN
3/10/23	Agribition	Lebanon, TN
3/19/23 to 3/22/23	State FFA Convention	Gatlinburg, TN
TBD	Agriscience Fair	
4/?/22	4-H Horse Judging	Cleveland, TN

Sincerely,



Cindy Kemmer

FFA Advisor



Dr. Stephanie Speich

Principal

August 10, 2022

Director of Schools, Mr. Stepp  
Cumberland County Schools Board of Education  
368 Fourth Street  
Crossville, TN 38555



Mr. Stepp and School Board Members,

On behalf of Homestead Elementary, I am writing to seek the school board's approval to allow FFA members to attend the following events during the 2022-2023 school year.

<u>Date</u>	<u>Event</u>	<u>Location</u>
9/1/22	Soil Judging	Sparta, TN
9/?/22	Horse Judging	Murfreesboro, TN
11/3/22	Team Speaking	Crossville, TN
1/17/23	Public Speaking	Cookeville, TN
1/?/22	4-H Regional Horse Bowl	Knoxville, TN
2/?/22	4-H State Horse Bowl	Knoxville, TN
2/28/23	Ag. Mechanics	Cookeville, TN
3/3/23	Block and Bridle Round Up	Knoxville, TN
3/10/23	Agribition	Lebanon, TN
3/19/23 to 3/22/23	State FFA Convention	Gatlinburg, TN
TBD	Agriscience Fair	
4/?/22	4-H Horse Judging	Cleveland, TN

Sincerely,

A handwritten signature in blue ink that reads "Cindy Kemmer".

Cindy Kemmer  
FFA Advisor

A handwritten signature in blue ink that reads "Mary Elizabeth Edmonds".

Mary Elizabeth Edmonds  
Principal

**Christie Van Winkle**  
Principal



**Kasey Lowe**  
Assistant Principal

**Glenn L. Martin Elementary School**  
1362 Miller Avenue \* Crossville, TN 38555  
Phone (931) 484-7547 Fax (931) 484-8785

August 10, 2022

Director of Schools, Mr. Stepp  
Cumberland County Schools Board of Education  
368 Fourth Street  
Crossville, TN 38555

Mr. Stepp and School Board Members,

On behalf of Glenn Martin Elementary, I am writing to seek the school board's approval to allow FFA members to attend the following events during the 2022-2023 school year.

<u>Date</u>	<u>Event</u>	<u>Location</u>
9/1/22	Soil Judging	Sparta, TN
11/3/22	Team Speaking	Crossville, TN
1/17/23	Public Speaking	Cookeville, TN
3/3/23	Block and Bridle Round Up	Knoxville, TN
3/10/23	Agribition	Lebanon, TN
3/19/23 to 3/22/23	State FFA Convention	Gatlinburg, TN

Sincerely,

  
Ashton Hayes

FFA Advisor

  
Christie VanWinkle

Principal



# North Cumberland Elementary School

7657 Hwy. 127 N. ~ Crossville, Tennessee 38571  
Ph. 931-484-5174 ~ Fax 931-707-5556

Thomas Fuhrman, Principal

August 10, 2022

Director of Schools, Mr. Stepp  
Cumberland County Schools Board of Education  
368 Fourth Street  
Crossville, TN 38555

Mr. Stepp and School Board Members,

On behalf of North Cumberland Elementary, I am writing to seek the school board's approval to allow FFA members to attend the following events during the 2022-2023 school year.

<u>Date</u>	<u>Event</u>	<u>Location</u>
9/1/22	Soil Judging	Sparta, TN
11/3/22	Team Speaking	Crossville, TN
1/17/23	Public Speaking	Cookeville, TN
3/3/23	Block and Bridle Round Up	Knoxville, TN
3/10/23	Agribition	Lebanon, TN
3/19/23 to 3/22/23	State FFA Convention	Gatlinburg, TN

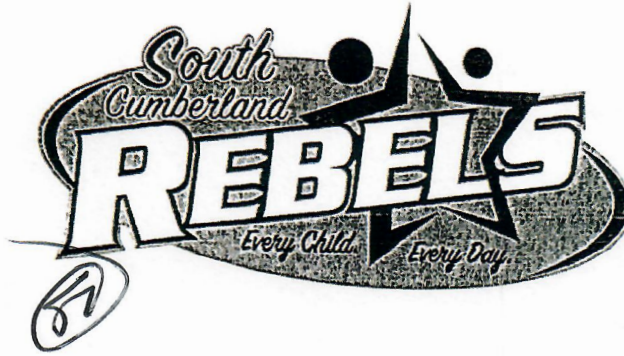
Sincerely,

Ashton Hayes  
FFA Advisor

Thomas Fuhrman  
Principal

**"CHILDREN FIRST — EXCELLENCE ALWAYS"**

*Our mission at North Cumberland Elementary School is to provide a consistent, safe and positive atmosphere in which students will be empowered to learn and succeed as they face the challenges of life's journey.*



August 11, 2022

Director of Schools, Mr. Stepp  
Cumberland County Schools Board of Education  
368 Fourth Street  
Crossville, TN 38555

Mr. Stepp and School Board Members,

On behalf of South Cumberland and Pleasant Hill Elementary, I am writing to seek the school board's approval to allow FFA/4-H members to attend the following events during the 2022-2023 school year.

<u>Date</u>	<u>Event</u>	<u>Location</u>
9/1/22	Soil Judging	Sparta, TN
Sept. TBD	Horse Judging	Murfreesboro, TN
11/3/22	Team Speaking	Crossville, TN
Jan. TBD	4-H Regional Horse Bowl	Knoxville, TN
1/17/23	Public Speaking	Cookeville, TN
Feb. TBD	4-H State Horse Bowl	Knoxville, TN
2/28/23	Ag. Mechanics	Cookeville, TN
April TBD	4-H Horse Judging	Cleveland, TN
3/3/23	Block and Bridle Round Up	Knoxville, TN
3/10/23	Agribition	Lebanon, TN
3/19/23 to 3/22/23	State FFA Convention	Gatlinburg, TN
	Agriscience Fair	

Sincerely,

Sarah Hunter

FFA Advisor: South & Pleasant Hill

Principals: Dawn Hall & Tracie Buckner



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*



August 10, 2022

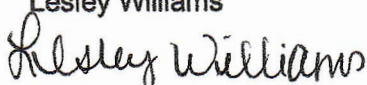
Director of Schools, Mr. Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

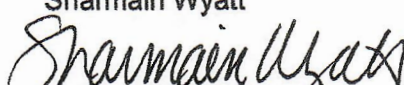
Dear Mr. Stepp and School Board Members:

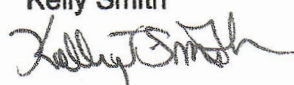
We are seeking the Board's approval to allow SMHS FCCLA members to attend the following events for the 2022-23 school year:

<u>Date</u>	<u>Event</u>	<u>Location</u>
March/April 2023	State Leadership Conference	Gatlinburg, TN
July 2-6, 2023	National Leadership Conference	Denver, CO

Sincerely,  
SMHS FCCLA  
Stone Memorial High School

Lesley Williams  
  
FCCLA Adviser

Sharmain Wyatt  
  
FCCLA Adviser

Kelly Smith  
  
Principal



August 5, 2022

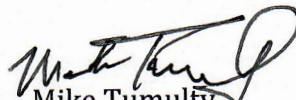
Please consider the following Career and Technical Student Organization dates for Cumberland County High School Family, Career and Community Leaders of America (FCCLA) for the 2022-2023 school year. We are currently between State Advisors for FCCLA and several dates have not been set yet. Dates listed below are based on previous years time ranges of events.

The dates are as follows:

Fall Leadership Conference	TBD - Fall 2022
Fall Leadership Camp	TBD - Fall 2022 Nashville, TN
Dollywood Trip	TBD - Fall 2022 Pigeon Forge, TN
District/Regional STAR Events	TBD - January-February 2023 Virtual/Cookeville, TN
Predators Tour	TBD - Winter 2023 Nashville, TN
State Leadership Conference & STAR Events	Last week of March 2023 Gatlinburg, TN
National Leadership Conference & STAR Events	July 2-6, 2023 Denver, CO

Thank you,

  
Rachel Davis

  
Mike Tumulty

  
8.11.22

**Christie Van Winkle  
Principal**



**Kasey Lowe  
Assistant Principal**

**Glenn L. Martin Elementary School  
1362 Miller Avenue \* Crossville, TN 38555  
Phone (931) 484-7547 Fax (931) 484-8785**



August 9, 2022

Please consider the following Career and Technical Student Organization dates for Martin Elementary School's Family, Career and Community Leaders of America (FCCLA) for the 2022-2023 school year. We are currently between State Advisors for FCCLA and several dates have not been set yet. Dates listed below are based on previous years time ranges of events.

The dates are as follows:

Fall Leadership Conference	TBD - Fall 2022
Dollywood Trip	TBD - Fall 2022 Pigeon Forge, TN
District/Regional STAR Events	TBD - January-February 2023 Virtual/Cookeville, TN
Predators Tour	TBD - Winter 2023 Nashville, TN
State Leadership Conference & STAR Events	Last week of March 2023 Gatlinburg, TN
National Leadership Conference & STAR Events	July 2-6, 2023 Denver, CO

Thank you,  
*Kelly Masters*  
Kelly Masters  
Martin Elementary FCCLA Advisor

*Christie Van Winkle*  
Christie Van Winkle  
Martin Elementary School Principal



August 4, 2022

To the Cumberland County Board Of Education,

We at CCHS Health Occupational Students of America (HOSA) Future Health Professionals would like to request the following activities be considered as we celebrate the opportunity to serve our community as well as gain knowledge in the many areas of healthcare during the school year 2022-2023.

We thank you for your consideration as well as your dedication to our students continued education. These are the potential out of town activities for 2022-2023.

October: CTSO Leadership conference TBA

October 21-23: HOSA/FCCLA Leadership Camp Murfreesboro TN

November: Team skills building Doyle TN TBA

November 14-18 : Regional HOSA Conference and Competition (Virtual testing)

February: Health care night Predators Hockey Game Nashville TN TBA

April 4-6: State HOSA Conference and Competition in Knoxville TN

April: Smokies: health care game Sevierville TN TBA

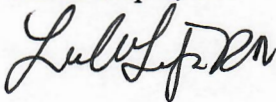
April: Health career day at LMU TBA

June 21-24: International HOSA Conference and Competition – Dallas TX

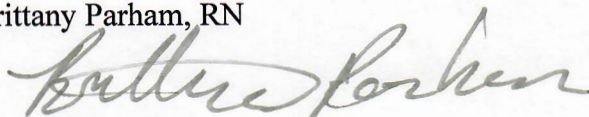
Respectfully,

CCHS HOSA

Laura Gilpin, RN



Brittany Parham, RN





# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*

August 10, 2022

Director of Schools, Mr. Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp and School Board Members:

We are seeking the Board's approval to allow SMHS HOSA members to attend the following events for the 2022-23 school year:

<u>Date</u>	<u>Event</u>	<u>Location</u>
September, 2022	Team Building Workshop	Camp Clements
October, 2022	HOSA Fall Leadership Conference	TBD
October, 2022	HOSA Leadership Camp	Camp Wldjiwagan
February 2023	HOSA Health Care Night- Predators	Nashville, TN
April, 2023	HOSA Health Care Night- Smokies	Seveirville, TN
April, 2023	Health Career Day	LMU, Harrogate, TN
April 4-6, 2023	HOSA State Leadership Conference	Knoxville, TN
June 21-24, 2023	HOSA International Leadership Conference	Dallas, TX

Respectfully,

SMHS HOSA  
Stone Memorial High School

Annalee Dunbar

HOSA Advisor

Nicole McKie

HOSA Advisor

Kelly Smith

Principal

# MEMORANDUM



From: CCHS/CTE  
To: Cumberland County BOE  
Date: August 5<sup>th</sup>, 2022

**SUBJECT: SKILLSUSA CALENDAR EVENTS**

Narrative:

The CCHS CTE members listed below do respectfully request the following dates be approved for the 2022-2023 school year.

1. SkillsUSA Regional Competition to be held sometime in the month of February (not yet scheduled in website).  
**[ESTIMATED COST: \$300.00]**
2. SkillsUSA State Competition to be held sometime in the month of April (not yet scheduled in website).  
**[ESTIMATED COST: \$1,000.00]**
3. Submit fall registration [**COST INCLUDED ABOVE**]. Date TBA.
4. Spring Semester - Skills Week [**COST: NONE**]. Date TBA.
5. TN Conference @ Chattanooga conference center [**COST INCLUDED ABOVE**]. Date TBA.

Thanks,

CCHS CTE

**NOTE:** *This calendar applies to the following CTE members at CCHS;*

1. Jason Atkinson
2. Jesse Hardt
3. Wil Margrave
4. Construction Teacher (unassigned)
5. Danny Wilson
6. Daniel Rickman
7. Jeff Wright

**APPROVAL SIGNATURES:**

CCHS PRINCIPAL/Mrs. Karri Hobby/Signature:

CTE DIRECTOR/Mr. Scott Maddox/ Signature: \_\_\_\_\_



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571

Telephone (931) 484-5767



Kelly J. Smith  
*Principal*

July 30, 2022

Director of Schools, Mr. Will Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Director Stepp and School Board Members:

We are seeking the board's permission to allow SMHS SkillsUSA students to attend the following events for the 2022-2023 school year:

<u>Date</u>	<u>Event</u>	<u>Location</u>
2/TBD/2023	SkillsUSA Regional Competition	Knoxville
April 16-19, 2023	SkillsUSA State Competition (overnight)	Chattanooga
6/TBD/2023	SkillsUSA Nationals Competition (overnight)	Kentucky or Georgia

Sincerely,  
Stone Memorial High School

Kylee Johnson -Criminal Justice Department  
Ivan Hawn

John Long- Construction Department

David Seay- Automotive Department

Chris Bennett-Aviation

*Kelly J. Smith*  
Principal



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571  
Telephone (931) 484-5767

Kelly J. Smith  
*Principal*

August 08, 2022

Director of Schools, Mr. William Stepp  
Cumberland County Board of Education  
368 Fourth St.  
Crossville, TN 38555

Dear Director Stepp and School Board Members:

We are seeking the board's permission to allow Stone Memorial FBLA students to attend the following district, regional and state events for the 2022-2023 school year:

Date	Event	Location
January 2023	Regional FBLA	TBA
February 2023	State FBLA	Chattanooga, TN
June 2023	National FBLA	TBA

Some events may be held either in person or virtual. Many of these we have to qualify for and different students will attend events.

Sincerely,

Carol Smith  
Stone Memorial High School  
Business Department

Mrs. Kelly Smith, Principal



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571  
Telephone (931) 484-5767

Kelly J. Smith  
*Principal*

July 30, 2022

Director of Schools, Mr. William Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Maxwell and School Board Members:

We are seeking the board's permission to allow SMHS Criminal Justice students to attend the following trips for the 2022-2023 school year:

<u>Field Trip Request</u>	<u>Date</u>
Bledsoe or Morgan County Correctional Complex Bledsoe or Morgan County, TN	TBD
Criminal Justice Day- Cumberland Co. Complex	TBD
Mock Trial at Justice Center	TBD
Brushy Mountain Museum Morgan Co., TN	TBD
Alcatraz East Pigeon Forge, TN	TBD

Sincerely,  
Kylee Johnson  
SMHS Criminal Justice Dept.



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*

August 10, 2022

Director of Schools, Mr. William Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp and School Board Members:

We are seeking the Board's approval to allow SMHS Aviation students/Club members to attend the following events for the 2022-23 school year:

<u>Date</u>	<u>Event</u>	<u>Location</u>
09/TBD/2022	TN Museum of Aviation	Sevierville, TN
10/TBD/2022	MTSU/PPL Students	Murfreesboro, TN
03/TBD/2023	TN Museum of Aviation	Sevierville, TN

Sincerely,

Chris Bennett  
Stone Memorial High School Aviation

Kelly Smith  
Principal



William G. Stepp • Director of Schools

Jim Inman • Board Chair

To: Cumberland County Board of Education  
From: Mr. William G. Stepp  
Date: August 18, 2022  
Re: System Testing Coordinator

Action Required: Board Approval

In accordance with Policy 4.701, I am appointing Dr. Rebecca Farley as the system testing coordinator for the 2022-2023 school year.

Respectfully,

A handwritten signature in black ink that reads 'William G. Stepp'.

Mr. William G. Stepp  
Director of Schools

# Bid Tab

Page **1** of **1**  
 Bids opened in **Crossville, TN** How many **addenda** issued **0**  
 Target Contract Time **150 Days**  
 MACC Liquidated Damages **\$200** per day

Pursuant to the Invitation to Bid extended for  
**Outdoor Pavilions**  
**Cumberland County & Stone Memorial High Schools**  
**Cumberland County, TN**  
 bids and modifications must have been received here by  
**Wednesday, August 24, 2022 at 2:00 PM CT**  
 I, thus declare the bidding closed.

Signature required only by Presiding Official  
 Others can be printed or typed  
 Presiding Official  
 Architect represented by *K. All Child*  
 Owner represented by *William A. Stitt*

Bidders (name, city, license number)		Addn Ack	Bid Security	Option #1	Option #2	Regulated Subcontractors
Name	<b>FTM Contracting</b>					Plumbing - <i>N/A</i>
City	Cookeville, TN	<i>N/A</i>	<input checked="" type="checkbox"/>	<i>\$ 590,000.00</i>	<i>\$ 427,000.00</i>	HVAC - <i>N/A</i>
License Number	37040 ✓		<i>5%</i>			Electrical - <i>N/A</i>
Name	<b>Stubbs Construction Services, LLC</b>					Masonry - <i>N/A</i>
City	Crossville, TN	<i>N/A</i>	<input checked="" type="checkbox"/>	<i>NO Bid</i>	<i>\$ 245,900.00</i>	Geothermal - N/A <i>N/A</i>
License Number	72311 ✓		<i>5%</i>			Plumbing - <i>N/A</i>
Name						HVAC - <i>N/A</i>
City						Electrical - <i>N/A</i>
License Number						Masonry - <i>N/A</i>
Name						Geothermal - N/A
City						Plumbing - <i>N/A</i>
License Number						HVAC - <i>N/A</i>
Name						Electrical - <i>N/A</i>
City						Masonry - <i>N/A</i>
License Number						Geothermal - N/A
Name						Plumbing - <i>N/A</i>
City						HVAC - <i>N/A</i>
License Number						Electrical - <i>N/A</i>
Name						Masonry - <i>N/A</i>
City						Geothermal - N/A
License Number						Plumbing - <i>N/A</i>
Name						HVAC - <i>N/A</i>
City						Electrical - <i>N/A</i>
License Number						Masonry - <i>N/A</i>
Name						Geothermal - N/A

*Metal*

*Outdoor*

**BID ENVELOPE COVER SHEET**

BID TO: Mr. Nathan Brock, Finance Director  
Cumberland County Finance Department  
2 N. Main Street, Suite 203  
Crossville, TN 38555

PROJECT: Outdoor Pavilions  
Cumberland County & Stone Memorial High Schools  
Cumberland County, Tennessee

ARCHITECT: Upland Design Group, Inc.  
P.O. Box 1026  
Crossville, Tennessee 38557

BID DATE: **Wednesday, August 24, 2022 at 2:00 PM CT**

*LAC*  
*1.55*  
*8/24/22*

***Any blank spaces may cause bid to be unacceptable and rejected.***  
*Provide state contractor license number, expiration date, and classifications for Bidder and listed subcontractors, as applicable.  
Provide all names as used for licensing or other legal transactions.*

---

**Bidder Identification:**  
Bidder Stubbs Construction Services LLC

Address 2433 Cook Rd. Crossville TN 38571

*Provide complete information if licensed, or circle:*

**Tennessee Contractor License Information:**  
License Number 72311 (Bidder Unlicensed)

License Classification applicable to Project BC

License Expiration Date 5/31/2024 \$( 3,000,000 )  
Dollar Limit

BID FOR LUMP SUM CONTRACT

Cumberland County, TN

8/24/2022

DATE

PROPOSAL OF: Stubbs Construction Services LLC

2433 Cook Rd.

Crossville, TN 38571

hereinafter called "Bidder",

TO: Cumberland County Finance Department, Mr. Nathan Brock, Finance Director, Crossville, Tennessee 38555, hereinafter called "Owner".

Dear Sir:

A. Base Bid

The undersigned, having familiarized himself (or themselves) with the site, the local conditions affecting the cost of the work and the Bid Documents, including the Drawings and Specifications and Addenda, if any thereto, prepared by Upland Design Group, Inc., Crossville, Tennessee, hereby proposes to furnish all labor, materials, and equipment to perform all work required for the Outdoor Pavilions for Cumberland County & Stone Memorial High Schools, Cumberland County, Tennessee, in accordance with the Drawings and Specifications for the Base Bid Proposal of:

Option 1 – Prefabricated Structures

\_\_\_\_\_ Dollars.

(\$ \_\_\_\_\_ )

Option 2 – Site Built Wood Structures

Two hundred fourty-five thousand nine hundred Dollars.

(\$ 245,900.00 )

B. Addenda

Bidder acknowledges receipt of the following addenda:

ADDENDA NO.	DATE
<u>None</u>	_____
_____	_____
_____	_____

C. Bid Acceptance

Upon execution and delivery of Contract by Contractor to Owner, the Contractor acknowledges that the Construction Contract will provide for all work to be fully complete no later than the dates indicated in the Invitation to Bid and that such Contract will provide for damages for delay as specified in the Invitation to Bid for each consecutive calendar day subsequent to the stated completion date, unless such Construction Contract or pursuant to Article 8 and 12 of the General Conditions, AIA Documents A201.

Further, if notified of the acceptance of this proposal, the undersigned agreed to execute a Contract for the work and to deliver to the Owner the Performance, Labor and Material Payment Bond AIA Documents A312, within ten (10) days after such notification.

D. Rejection or Withdrawal of Bids

Any bids received with Bid Envelope Cover Sheet omissions will be returned to the Bidder unopened.

Further, in submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and it is agreed that this Bid shall not be withdrawn for a period of thirty (30) days following the date of opening thereof; however this Bid may be withdrawn at any time prior to the scheduled time for opening of bids, or any authorized postponement thereof.

E. Form of Agreement

The form of Agreement shall be the American Institute of Architect's Standard Form of Agreement, AIA Document A101, 2017 Edition. Bidders unfamiliar with this standard document may examine it or obtain a copy of it from the Architect upon request.

F. Form of Insurance

The Form of Insurance shall be the American Institute of Architect's Supplemental Attachment G715, 2017 Edition and Acord Certificate of Insurance 25-S

G. Form for Certificate of Compliance with Tennessee Licensing law

This is to certify that the undersigned has fully complied with all requirements of Chapter 135-Public Acts of 1945, Chapter 165-Public Acts of 1947, and Chapter 822-Public Acts of 1976 (House Bill No. 2180), of the General Assembly of the State of Tennessee, known as the General Contractor's Licensing Law.

Certificate No. TN 72311 was issued to the undersigned on May 31, 2018, by the State for Licensing General Contractors.

My license limit is \$3,000,000 and my bid does not exceed this.

The bid of any Contractor not complying with the above licensing law will not be considered.

H. By signing below, the Contractor affirms that he is in compliance with Tennessee Code Annotated 50-9-113 ("Drug Free Workplace Programs") statute, at the time of submitting his bid. The contractor also acknowledges that he understands he will be required to submit a signed, notarized affidavit at the time of contract signature. Sample copies of this affidavit are available on request, from the Architect.

I. Bid Security

Security is submitted herewith, in the sum of: Bid Bond

dollars. (\$ \_\_\_\_\_), in the form of Bid Bond

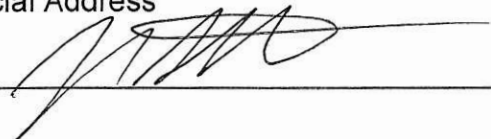
Date: August 24th, 20 22.

Stubbs Construction Services LLC

Name of Bidder

2433 Cook Rd. Crossville TN 38571

Official Address

By  Title John Stubbs, Owner

**Job Description  
Cumberland County School District**

**SAFE SCHOOLS COUNSELOR**

**Purpose of Statement**

The job of Safe Schools Counselor was established for the purpose of providing direct individual mental health counseling services to students and their families; providing mental health guidance to Cumberland County Schools during potential crisis situations; providing mental health trainings for staff as needed; and assisting the school system in the development and implementation of policies related to mental health.

This job reports to the Lead Safe Schools Counselor

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**Essential Functions**

- Provide individual counseling services to referred students from grades K-12 as needed.
- Provide emergency counseling services to all students within the school system as needed.
- Meet with student's families in order to supplement counseling services provided to individual students and to help determine treatment planning.
- Consult with various school staff related to the counseling and/or mental health needs of referred students and for treatment planning.
- Maintain records of various interactions with students, families, and staff in order to document the course of treatment.
- Produce end of the school year report documenting activities and services provided during the school year.
- Provide in-service training concerning counseling and mental health topics to various school staff as needed during the course of the school year.
- Consult with various school system staff concerning the development of policies and procedures related to counseling and mental health
- Consult with various school staff relating to various situations concerning non-referred student's mental health needs during the course of the school year
- Respond to situations within Cumberland County's schools deemed to be an emergency or of an urgent matter.
- Attend meetings as needed related to student's mental, emotional, and behavioral concerns.
- Attend trainings and various in-service opportunities in order to obtain or maintain LPC license and to further expertise in the counseling of students and the delivery of mental health services.
- Consult with and provide guidance to various school staff related to the implementation of various procedures to be observed during crisis events
- Work with various staff to help ensure that Cumberland County Schools maintains compliance with various local, state, or federal laws related to mental health.

## **Other Functions**

Performs other related duties as assigned for the purpose of ensuring efficient and effective functioning of mental health service delivery.

## **Job Requirements: Minimum Qualifications**

### **Skills, Knowledge and Abilities**

SKILLS are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: being able to execute various mental health techniques, being able to establish communication connections with others, planning and managing job time, organizational skills, developing effective working relationships, preparing and maintaining of accurate records, operating standard office equipment.

KNOWLEDGE, and experience in the field of mental health counseling is required. Working knowledge of the current DSM. An LPC or LCSW counseling license or a Masters level degree in psychology, counseling social work or related field and pursuing licensure through a clinical program is required and must be maintained as a demonstration of knowledge and competency related to mental health service delivery to our student population and their families. A professional knowledge of theories, principles, practices of mental health counseling, and interventions are required.

ABILITY is required to adapt to changing situations and environments during the workday. Flexibility is required to address urgent or emergency situations as they develop. Ability is also required to work with a significant diversity of individuals and/or groups and to work with a variety of data. Independent problem solving is required to analyze issues and create action plans. Specific ability-based competences required to satisfactorily perform the functions of the job include: being able to execute treatment plans based upon knowledge of mental health counseling theories and techniques, establishing and maintaining effective working relationships, meeting deadlines and schedules, setting priorities, working with multiple situations at one time, frequent interruptions, and changing work priorities. Working with detailed information/data and maintaining accurate records; maintaining confidentiality; and facilitating communication between persons with frequently divergent positions.

**Experience:** Job related experience with increasing levels of responsibility is required.

**Education:** Master's degree in psychology, counseling, social work or related field pursuing licensure or LPC and/or LCSW license required.

# Cumberland County Board of Education

## 2022-2023 Annual Planning Calendar

### JULY

- Summer Law Institute
- Approval of Members 6.317- BO
- Appoint System Testing Coordinator
- Annual Utilization Report SRO's-Bo
- Orientation for New Teachers
- Field Trip Approval
- Vendor Contracts – School

### AUGUST

- Service Celebration (Convocation)
- Professional Achievement Celebration (Convocation)
- New Teacher Celebration and Orientation
- Retirement Celebration
- Apply for Grants FRC, CSH, and SS
- New Board Member In-service

### SEPTEMBER

- Election of Officers
- Appointment of TLN Representative 1.105
- Appoint Committees 1.300
- Accountability Presentation
- Fall District Meeting
- TSBA Boardmanship Code of Ethics

### OCTOBER

- Student Activity Finds Audit Report 2.900
- School Compliance Document
- Approval of Compliance Report

### NOVEMBER

- Annual Notification of Student Rights 6.601
- Food Service Report 3.500
- Financial Report for Last Fiscal Year 2.701
- TSBA Leadership Conference/Annual Conference
- School/System Report Card
- Salary and Benefit Review Task Force
- TASBO

### DECEMBER

- Budget Preparation Calendar 2.200
- Distribute Budget Requests to Staff
- DEC 1 Report-HR

### JANUARY

- State Financial Audit Review
- Prioritize Budget Request
- Insurance Benefits Review
- Tenure Teacher Election and Celebration
- BOE Retreat – Annual Review of Strategic Plan
- Strategic Plan Update

### FEBRUARY

- Day on the Hill
- Safety committee 3.201
- Budget Preparation

### MARCH

- Certification of Textbook Adoptions 4.401
- Budget Preparation

### APRIL

- Budget Preparation
- Present Preliminary Budget
- District Solutions Bus Advertising Contract

### MAY

- Employee Non-Rehire Notification
- Approval Facilities Use Fees 3.206
- Submit Budget
- Director of Schools Evaluation
- Approve Tuition Fees 6.204
- Approval of Travel Compensation Rates 2.804
- Review Attorney Contract (bi-annually)
- Review SRO Contracts
- Strategic Compensation Plan Approval
- Year End Experience Report-HR

### JUNE

- Non-Rehire/Tenure Notifications 5.201
- Approve Annual Budget 2.200
- Submit Budget to County Government
- Federal Consolidated Plans (ESSA, IDEA, CTE, VPK, Homeless, 21<sup>st</sup> CCLC)
- Coordinated School Health Report
- Submit Salary Scales for Approval

### WORK SESSIONS OR RETREAT TOPICS

- School System Report Card
- Coordinated School Health
- Facility Planning
- 5-year Capital Improvement Plan
- Salary and Benefits Review

- Pending Task
- Initiated Task
- Completed Task
- Disregard Task

### ON GOING

- Attendance Monthly Report
- Financial Monthly Report
- Maintain Board of Distinction
- Policy Review and Update
- Monitor School Zones
- School Visits
- Administrative Evaluations
- Employee Advisory Council
- Student Advisory Council
- Monthly Administrative Meetings
- Personnel Report

**INSURANCE SERVICES**

Auto, Property  
Life Insurance  
IRAs / Annuities  
TRH / Health Plans



**MEMBER SERVICES**

Income Tax  
Farm Business Analysis  
Livestock Marketing  
Notary Service  
Copy Service

# Cumberland County Farm Bureau

**AL WILSON**

*President*

**P.O. Box 607 ~ 855 West Avenue ~ Phone 484-5131  
Crossville, Tennessee 38557**

August 19, 2022

## **2022 Bill Wheeler 28<sup>th</sup> Ag-in-the-Classroom Farm Tour September 22, 2022**

TO: Cumberland County Third Grade Teachers, Director of Schools William Stepp,  
Supervisor of Curriculum & Instruction Stephanie Barnes, and Transportation  
Supervisor Kathleen Martin

It is almost Ag-in-the-Classroom time! We are planning for another exciting and information packed day at the **UT Plateau Research and Education Center on Hwy 70 North.**

Buses should plan on arriving between 8:30 and 8:45 am. This is very important so we can start and finish on time. Classes, teachers and adult leaders will need to bring lunches and a drink. We will provide ice cream sandwiches and hand wipes. We will also provide a drink at the morning and afternoon breaks (choice of water, lemonade or milk). We look forward to seeing you soon!

Please call us if you have any questions. Please let us know if we need to make special accommodations for any handicapped students.

Sincerely,

Handwritten signature of Lynn Carey in black ink.

Chairman of Farm Bureau Women  
Lynn Carey

Handwritten signature of Ivy Hillis in black ink.

Farm Bureau Agency Manager  
Ivy Hillis

Job Title	21-22	YRS EXP	22-23	YRS EXP
	HOURLY RATE		HOURLY RATE	
Custodian	\$ 13.03	11	\$ 13.85	13
Custodian	\$ 13.03	11	\$ 13.85	13
Custodian	\$ 13.03	11	\$ 13.85	13
Custodian	\$ 13.42	12	\$ 14.13	14
Custodian	\$ 13.42	12	\$ 14.13	14
Custodian	\$ 14.23	14	\$ 15.07	17
Custodian	\$ 14.67	15	\$ 15.52	19
Custodian	\$ 14.67	15	\$ 15.52	19
Custodian	\$ 15.26	17	\$ 15.99	21
Custodian	\$ 15.26	17	\$ 15.99	21
Custodian	\$ 15.72	20	\$ 16.47	23
Custodian	\$ 16.36	24	\$ 17.31	26
Custodian	\$ 16.69	34	\$ 17.49	35
Custodian	\$ 16.69	29	\$ 17.49	30
Lead Custodian	\$ 13.81	7	\$ 14.48	9
Lead Custodian	\$ 14.66	9	\$ 15.52	12
Lead Custodian	\$ 15.55	11	\$ 16.63	15
Lead Custodian	\$ 16.02	12	\$ 16.96	16
Lead Custodian	\$ 16.50	13	\$ 17.48	18
Lead Custodian	\$ 18.20	17	\$ 19.11	24
Lead Custodian	\$ 18.01	16	\$ 19.11	24
Lead Custodian	\$ 18.01	16	\$ 19.11	24
Lead Custodian	\$ 18.75	20	\$ 19.78	26
Lead Custodian	\$ 18.56	19	\$ 19.78	26
Lead Custodian	\$ 18.56	19	\$ 19.78	26
Lead Custodian	\$ 19.51	24	\$ 20.44	26
Lead Custodian	\$ 19.71	25	\$ 20.66	26

grandfather scale

grandfather scale



William G. Stepp ● Director of Schools

Jim Inman ● Board Chair

August 17, 2022

Mr. William G. Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp and Cumberland County Board of Education,

I am submitting to you the Cumberland County School Nutrition Program's staff changes:

**Hire:**

James (Bo) Treadway, CCSNP Maint., 07/13/2022  
Carol Heckman, Café Sub, 07/25/2022  
Amanda Smith, Pleasant Hill Café, 07/25/2022  
Aimee Coley, North Cumberland Café, 07/25/2022  
Audrey Melton, North Cumberland Café, 07/25/2022  
Heather Sneath, Café Sub. 07/25/2022  
Cathy Lail, SMHS Café, 07/25/2022  
Yuan (Grace) Gao, Martin Café, 07/25/2022  
Sara Gilbert, South Cumberland Café, 07/25/2022  
Kimberly Reynolds, Pleasant Hill Café, 07/25/2022  
Sharon (Daisy) Bates, Homestead Café, 07/25/2022  
Margot Murphy, Homestead Café, 07/25/2022

Diane Roise, South Cumb. Café, 07/25/2022  
Jessica Stoddard, South Cumb. Café, 07/26/2022  
Daniel Reed, South Cumberland Café, 07/26/2022  
Mary Friedman, Café Sub, 08/01/2022  
Stacy (LeeAnn) Wyatt, Brown Elem Cafe, 08/01/2022  
Carla Dyer, Café Sub, 08/01/2022  
Donna Larsen Café Sub, 08/01/2022  
Terry Norris, Café Sub, 08/01/2022  
Margaret Platz, Pleasant Hill Café, 08/08/2022  
Kymberly Farberman, CCHS Café, 08/08/2022  
Tiffany Phillips, Brown Elementary Café, 08/08/2022  
Adrian Wilson, Martin Elementary Café, 08/17/2022

**Resignations/Terminations:**

Bonnie Hardy, Accept Resignation, 07/26/2022  
Yuan (Grace) Gao, Accept Resignation, 07/29/2022  
Misty Rupe, Accept Resignation, 08/05/2022

All background check requirements have been completed.

Respectfully,  
*Kathy Hamby*  
Kathy Hamby  
School Nutrition District Supervisor  
Cumberland County Board of Education – Central Services

**CERTIFIED****New Hires:**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Replacing</b>
<b>Cody Sexton</b>	<b>North</b>	<b>8/15/22</b>	<b>N/A</b>
<b>Tina Methvin</b>	<b>Martin</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Julie Christian</b>	<b>North</b>	<b>8/10/22</b>	<b>Leslie Landrem</b>
<b>Chelsey Hamilton</b>	<b>Central</b>	<b>8/9/22</b>	<b>N/A</b>
<b>Angela Nealon</b>	<b>PV</b>	<b>8/10/22</b>	<b>Heather Jones</b>
<b>Robert Gomez</b>	<b>SMHS</b>	<b>8/10/22</b>	<b>Samantha Avalos</b>
<b>Sheryl Donathon</b>	<b>Martin</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Cynthia Brown</b>	<b>PHS</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Leigh Ann Burgess</b>	<b>PHS</b>	<b>8/5/22</b>	<b>N/A</b>
<b>Tracy Bramer</b>	<b>HES</b>	<b>8/22/22</b>	<b>Lynne Campbell</b>
<b>Judy York</b>	<b>Phoenix</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Julie Ness</b>	<b>Crab Orchard</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Tena Davidson</b>	<b>Stone Elem</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Rebecca Wood</b>	<b>HES</b>	<b>8/1/22</b>	<b>JoAnna Lavoie</b>
<b>Katelyn Woodall</b>	<b>Brown</b>	<b>8/1/22</b>	<b>Sabrina Pelfrey</b>
<b>Timothy Hess</b>	<b>Crab Orchard</b>	<b>8/3/22</b>	<b>Kayla Houston</b>
<b>Kimberly Nellessen</b>	<b>Martin</b>	<b>8/1/22</b>	<b>Jamie Goodwin</b>
<b>Debra Manegre</b>	<b>SMHS</b>	<b>8/1/22</b>	<b>Heather Sanchez</b>
<b>Karen Wiley</b>	<b>HES</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Megan Hild</b>	<b>Crab Orchard</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Blaine Moore</b>	<b>CCHS</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Karen Walker</b>	<b>Brown</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Elizabeth Hassler</b>	<b>Brown</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Jeff Reed</b>	<b>South</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Eva Young</b>	<b>Crab Orchard</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Martha Jones</b>	<b>Crab Orchard</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Susan Denton</b>	<b>Crab Orchard</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Marilyn Bowman</b>	<b>Brown</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Mary DeRossett</b>	<b>Brown</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Debra Jones</b>	<b>Brown</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Brandalyn Plemmons</b>	<b>HES</b>	<b>8/1/22</b>	<b>New</b>
<b>Kaytlin Hobbs</b>	<b>CCHS</b>	<b>8/1/22</b>	<b>Mason Bowman</b>
<b>Irwin Pessa</b>	<b>North</b>	<b>8/1/22</b>	<b>Natalie Roberts</b>
<b>Annette King</b>	<b>PV</b>	<b>8/1/22</b>	<b>Barbara Bridges</b>
<b>James Boone</b>	<b>SMHS</b>	<b>8/1/22</b>	<b>New</b>
<b>Marie Carroll</b>	<b>PHS</b>	<b>8/1/22</b>	<b>N/A</b>
<b>Robin Neese</b>	<b>PHS/South</b>	<b>8/1/22</b>	<b>Hannah Kalbarczyk</b>
<b>Brandi Dixon</b>	<b>South</b>	<b>8/1/22</b>	<b>Whitney Cole</b>
<b>Blaze Dishman</b>	<b>Stone Elem</b>	<b>8/1/22</b>	<b>Bruce Mullins</b>
<b>Steven Miller</b>	<b>CCHS</b>	<b>8/1/22</b>	<b>Pat Teeples</b>
<b>Heather Bean</b>	<b>South</b>	<b>8/1/22</b>	<b>Jan Morehead</b>
<b>Lillian Fox</b>	<b>Central</b>	<b>8/1/22</b>	<b>N/A</b>

Holly Libbey	Central	8/1/22	N/A
Jamie White	South	8/1/22	N/A
Martha Blake	SMHS	8/1/22	Samantha Avalos
Kenneth Wynn	CCHS	8/1/22	William Moors

### Resignations/Retirements

Name	Location	Date	Status
Joseph Gorrell	North	8/2/22	Resign
John Pat Teeples	CCHS	7/26/22	Resign

### Transfers

Name	From/To	Date	Replacing
Leslie Landrum	North/PHS	8/1/22	New Position
Amber Christmas	PHS/Stone Elem	8/1/22	Rachel Davis
Rachel Davis	South/HES	8/5/22	Todd Kuffel
Leslie Eldridge	Stone Elem/PV	8/8/22	Heather Jones
Mary Jane Allen	PV/CCHS	8/1/22	Crystyn Diana
Nicole McKie	SMHS Nurse/SMHS Teacher	8/4/22	Megan Apuzzo/Carolyn Collis
Laci Cope	Stone Elem/CCHS	8/1/22	Karen Debruyne
Tiffany Reeves	North/Central	8/1/22	New
Laura Green	HES/Stone Elem	8/1/22	New
Allie Keyes	CCHS/Central	8/1/22	New
JoAnna Lavoie	HES/Central	8/1/22	New
Melanie Collier	South/HES	8/1/22	
Justin Whittenbarger	PV/Central	7/25/22	Angela Randolph
Crystyn Diana	CCHS/PHS	7/25/22	Tracie Buckner
Angela Randolph	Central/MES	8/1/22	New
Jamie Goodwin	MES/Stone Elem	8/1/22	Brittany Hawkins
Brian Conatser	Trans/PHS	8/1/22	Kathryn Frasier
Natalie Roberts	North/Stone Elem	8/1/22	Faith Johnson
Todd Kuffel	HES/COE	8/1/22	Marcy Harelson
Kara Spicer	Stone Elem/PV	8/1/22	Justin Whittenbarger

**NON-CERTIFIED**

**New Hires:**

Name	Location	Date	Replacing
Rebecca Wheeler	Stone Elem	8/15/22	Sheila Catherwood
Linda Tucker	Central	8/12/22	Kacee Harris
Paola Lomeli	HES	8/1/22	Christenner Sherrill
Laura Patton	PHS	8/10/22	New
Ashlynn Parke	HES	8/1/22	Laura Green
Ellen Otto	Brown	8/3/22	Terri Pullum
Chantilly Young	Martin	8/1/22	Joseline Lee
Melissa Bryson	South	8/1/22	Kayla Rucker
Naomi Oliver	PHS	8/1/22	New
Gabrielle Hedgecoth	HES	8/1/22	Increase Hours
Johnny Sweeten	North	8/10/22	Paula Wilson
Bryan Hassler	HES	8/9/22	Michael McClain
James Roise	PHS	8/8/22	N/A
Jacob Hollis	South	8/5/22	James Dodson
Daisy Farris	South	7/28/22	N/A
Paula Wilson	South	7/18/22	Gina Carruba
Ted Meredith	Transportation/SPED	8/1/22	N/A
Sarah Matthews	PHS	8/11/22	Amy Sisco

**Resignations/Retirements:**

Name	Location	Date	Status
Gary Adams	Brown	7/20/22	Resign
Allen Stegall	Transportation	7/20/22	Resign
Brandon Morrison	SMHS	8/8/22	Resign
Carol Miller	Crab Orchard	8/3/22	Resign
Vivyanna Medina	Stone Elem	7/29/22	Resign

**Transfers**

Name	From/To	Date	Replacing
Amy Sisco	PHS/CCHS	8/11/22	Nicole McKie

**Terminations**

Name	From/To	Date

**SUBSTITUTES**

**August 25, 2022**

<b><u>NAME</u></b>
Anderson, Amanda
Babic, Milos
Capps, Emma
Conley, Layne
Davis, Ethan
DeLorenzo, Laura
Maxwell, Ina
Sherrill, Christenner
Shook, Sharon
Toy, Ansley

# *Brown Elementary News*

Brown Elementary was ready to go for their August 3 Registration. Dr. Stephanie Speich and Mr. Kevin Lewis was ready to greet all the Brown Elementary families for the 2022-2023 school year.



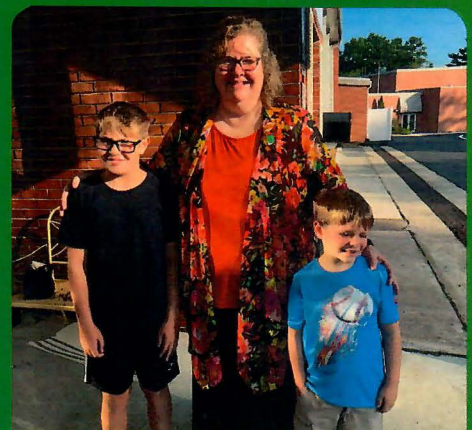
Back to School Night at Brown Elementary on August 15 was also a great success.





**Pioneers "Building a Strong Foundation for Learning"**






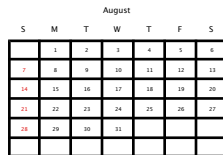
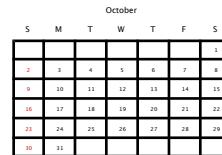




**Pioneers "Building a Strong Foundation for Learning"**



# September 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Find us on facebook: North Cumberland Elementary also: <a href="http://nces.ccschools.k12tn.net/">http://nces.ccschools.k12tn.net/</a>				1	2	3
4	5 Labor Day - No School	6 Progress Reports 	7	8	9	10
11	12	13	14	15	16	17
18	19	20 JV BBall @ Crab Orchard 	21	22 JV BBall @ Brown 	23	24
25	26	27 JV BBall vs. Pineview 5:30pm 	28	29 JV Bball @ Martin 	30	
Children First* Excellence Always North Cumberland Elementary						



# September 2022



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Data Team Meeting	2 Progress Reports	3
4	5 Labor Day	6	7 Faculty Meeting PLC Meeting	8 Parent/Teacher Conferences Easy CBM Attendance Lunch	9 Easy CBM	10
11	12 Student Council Elections	13	14	15 Payday	16	17
18	19	20 Full Moon	21	22 PBS Reward	23	24
25	26 Easy CBM Lunch w/Principal	27 Easy CBM	28	29	30 Payday	

# Pleasant Hill Elementary

## September 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 CCMS Softball Game @ Jets Field 5:00pm	2 Fall Pictures Girls CCMS Soccer Game @ White Co. 6:00pm	3
4	5 Labor Day No School	6 Girls CCMS Soccer Home Game @ 6:00pm	7	8	9	10
11	12 Girls CCMS Soccer Game @ Upperman 6:00pm	13	14	15	16 Girls CCMS Soccer Game @ Macon Co. 6:00pm Middle School Band Night With CCHS 5:00pm-9:45pm	17
18	19 Girls CCMS Soccer Home Game @ 6:00 pm	20 CCMS Football Game @ CCHS 5:00pm	21	22	23	24
25	26	27	28	29	30	

**\*\*STUDENTS CAN NOT BE PICKED UP FROM THE FRONT OFFICE AFTER 2:15\*\***

Today



September 2022

SMHS



Month



SUN 28	MON 29	TUE 30	WED 31	THU Sep 1	FRI 2	SAT 3
<ul style="list-style-type: none"> <li>2pm Cheer Practice</li> </ul>	<ul style="list-style-type: none"> <li>4:30pm Volleyball Tri Match v Rhea (H)</li> <li>6pm Girls Soccer v CAK (Brown)</li> </ul>	<ul style="list-style-type: none"> <li>1:30pm S. Runyon IEP mtg</li> <li>5:30pm Volleyball @ Upperman</li> <li>6pm Girls Soccer v Upperman (Brown)</li> <li>6:30pm MS Football Stone @ SMHS</li> </ul>		<ul style="list-style-type: none"> <li>1pm Golf</li> <li>5pm Volleyball v Wartburg Central HS</li> <li>6:30pm Girls Soccer v Oliver Springs (</li> </ul>	<ul style="list-style-type: none"> <li>3:30pm Volleyball @ VanBuren</li> <li>7pm Football v Livingston Academy (f</li> </ul>	<ul style="list-style-type: none"> <li>4pm Junior Panther Football @ Upperman</li> </ul>
<ul style="list-style-type: none"> <li>2pm Cheer Practice</li> </ul>	Labor Day - No School	<ul style="list-style-type: none"> <li>Lions Club - RTI classes</li> <li>Progress Reports</li> <li>1pm Golf vs Warren Co</li> <li>5pm Volleyball vs White Co @ SMHS (2 more</li> </ul>	<ul style="list-style-type: none"> <li>Medal of Honor Event (11th &amp; 12th)</li> <li>1:30pm Guest speaker</li> </ul>	<ul style="list-style-type: none"> <li>5pm MS Softball Homestead @ SMHS</li> <li>5pm Volleyball vs Livingston (Smith)</li> <li>5:30pm Girls Soccer @ Kingston (Moo</li> </ul>	<ul style="list-style-type: none"> <li>Volleyball @ Choo Choo Tourney TBD</li> <li>7pm Football @ Monterey High School</li> <li>4pm Junior Panther Football @ Overtown</li> </ul>	
<ul style="list-style-type: none"> <li>2pm Cheer Practice</li> <li>3pm Special Olympics</li> </ul>	<ul style="list-style-type: none"> <li>5pm Volleyball @ Clarkrange</li> </ul>	<ul style="list-style-type: none"> <li>5pm Volleyball vs CCHS (Brown)</li> </ul>		<ul style="list-style-type: none"> <li>Faculty Meeting @ 3pm</li> <li>5:30pm Volleyball vs Upperman (Smitl</li> <li>6pm Girls Soccer @ Upperman (Brow</li> <li>6:30pm MS Football North @ SMHS</li> </ul>	<ul style="list-style-type: none"> <li>10am Senior Olympics Basketball (Au</li> <li>7pm Football v Upperman High School</li> </ul>	<ul style="list-style-type: none"> <li>Fall Farm Day</li> <li>4pm Junior Panther @ White County</li> </ul>
<ul style="list-style-type: none"> <li>2pm Cheer Practice</li> </ul>	<ul style="list-style-type: none"> <li>5pm JV Football v Upperman</li> <li>5pm Volleyball @ Warren Co</li> <li>6pm MS Soccer Pineview @ Duer</li> </ul>	<ul style="list-style-type: none"> <li>6pm Girls Soccer v Livingston Acaden</li> </ul>		<ul style="list-style-type: none"> <li>5pm Volleyball @ Livingston</li> <li>7pm Football @ York Institute</li> </ul>		<ul style="list-style-type: none"> <li>MS Football Stone @ SMHS TBD</li> <li>4pm Junior Panther Football Playoffs</li> </ul>
<ul style="list-style-type: none"> <li>12:30pm SSSB Concert (Auditorium)</li> <li>2pm Cheer Practice</li> </ul>	<ul style="list-style-type: none"> <li>5pm JV Football v York</li> <li>5pm Volleyball vs Whitwell (Hareison)</li> </ul>	<ul style="list-style-type: none"> <li>5pm Volleyball @ Rhea Co 5 ET</li> <li>6pm Girls Soccer @ Cumberland Cour</li> </ul>	<ul style="list-style-type: none"> <li>Underclassmen Make up Pictures</li> </ul>	<ul style="list-style-type: none"> <li>MS Football CO @ SMHS TBD</li> <li>5pm Volleyball vs Clarkrange (Moore)</li> <li>6:30pm Girls Soccer v White County (S</li> </ul>	<ul style="list-style-type: none"> <li>7pm Football @ Cumberland County H</li> </ul>	<ul style="list-style-type: none"> <li>3:30pm Junior Panther Football Playoi</li> </ul>

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>Board Members Legal Status</b>	Descriptor Code: <b>1.102</b>	Issued Date: <b>05/26/22</b>
		Rescinds: <b>1.102</b>	Issued: <b>07//27/17</b>

1 The legal status of board members shall be as follows:<sup>1</sup>

## 2 **NUMBER**

3 The Board is composed of nine (9) members.

## 4 **QUALIFICATIONS**

5 Members of the Board shall be residents elected from districts of substantially equal population, and  
6 shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the  
7 office.<sup>1,2</sup> To qualify as a candidate, an individual must show proof of graduation from high school or  
8 receipt of a G.E.D or HiSET<sup>3</sup> and be a qualified voter and resident in the county for one (1) year prior  
9 to the qualifying deadline for running as a candidate. <sup>4</sup>

10 No member of the county legislative body nor any other county governmental official shall be eligible  
11 for election as a member of the county Board of Education.<sup>5</sup>

## 12 **TERMS OF OFFICE**

13 Members of the Board shall serve four (4) year terms.<sup>1</sup>

## 14 **VACANCIES**

15 Vacancies shall be declared to exist on account of death, resignation, voluntary permanent change of  
16 residence from the district, which elected him/her, removal or through due process proceedings.<sup>6</sup>

17 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the  
18 local legislative body.<sup>6,7</sup> Such appointment shall continue until the next regular election.

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### Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. Public Acts of 2022, Chapter No. 809
5. TCA 49-2-202(a)(2)
6. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2)  
Tenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)
7. TCA 49-2-202(e)(1)



# Cumberland County Board of Education

Date Last Reviewed: 03/03/05	Descriptor Term: <b>Private Vehicles</b>	Descriptor Code: <b>3.404</b>	Issued Date: <b>03/03/05</b>
		Rescinds: <b>3.404</b>	Issued: <b>07/01/04</b>

1 The Board recognizes that certain employees may need to use their private vehicles for school  
2 purposes. With the use of private vehicles, the following policy shall be observed:

- 3 1. To use a private vehicle for school purposes, the employee must have the written permission of  
4 the director or his designee and proof of vehicle liability insurance coverage in the following  
5 forms:
- 6 a. A copy of the insurance certificate issued to the insured indicating liability limits of at  
7 least \$100,000/300,000/50,000;<sup>1</sup> and
  - 8 b. A specific permit for trips involving students, including field trips.
- 9
- 10 2. The school system shall assume no responsibility for liability in case of accident, unless the  
11 employee has the proper authorization described above.
- 12
- 13 3. The Board specifically forbids any employee to transport students for school purposes without  
14 prior authorization by the director or his/her designee.
- 15
- 16 4. Privately-owned school buses and drivers of such shall meet all requirements of state law and  
17 state Board Rules, Regulations, and Minimum Standards.<sup>2</sup>
- 18
- 19 5. No student shall be sent on errands, personal or school-related, in a vehicle owned by the  
20 student, an employee, or the school system.
- 21
- 22 6. No employee may ask for or give permission to students to transport themselves or other  
23 students to and from any school or school-related activity. ~~without written parental permission~~  
24 ~~and proof of student insurance.~~

25 The Board recognizes that volunteer parent drivers are often needed to use their private vehicles for  
26 school purposes. The volunteer parent drivers who use a private vehicle must provide proof of vehicle  
27 liability insurance coverage in the form of an insurance certificate issued to the insured indicating limits  
28 of at least \$100,000/300,000/50,000.<sup>1</sup>

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Legal References

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

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term:  <b>Instructional Standards</b>	Descriptor Code: <b>4.101</b>	Issued Date: <b>07/22/21</b>
		Rescinds: <b>4.101</b>	Issued: <b>02/06/97</b>

1 *General*

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

5 **STATE STANDARDS<sup>2</sup>**

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

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

12 **Complaints shall be submitted in accordance with board policy 4.402.**

13 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

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

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

20 **Complaints regarding teaching prohibited concepts in violation of state law shall be submitted in**  
21 **accordance with the regulation developed by the Tennessee Department of Education.**<sup>3</sup>

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Legal References

1. ~~Public Acts of 2021, Chapter No. 205; Public Acts of 2021, Chapter No. 281; Public Acts of 2021, Chapter No. 471; Public Acts of 2021, Chapter No. 493~~ TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019
2. TCA 49-1-302(a)(8); TCA 49-1-314 Public Acts of 2022, Chapter No. 1085
3. TRR/MS 0520-12-04

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Cross References

- Reconsideration of Textbooks and Instructional Materials 4.402  
Controversial Issues 4.800  
Controversial Materials 4.801

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term:  <b>Virtual Education Program</b>	Descriptor Code: <b>4.212</b>	Issued Date: <b>12/02/21</b>
		Rescinds:	Issued:

## 1 *General*

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

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

7 Virtual education programs<sup>3</sup> shall be made available to students for the following purposes:

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

## 20 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

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

- 24 1. Attendance;  
25
- 26 2. Grades;  
27
- 28 3. Technology survey; and  
29
- 30 4. Other, as determined by district procedures.

## 1 ATTENDANCE

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

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

5 1. Students participating in a phone call with a teacher, with parent/guardian support as  
6 appropriate for the age of the student;

7  
8 2. Students participating in synchronous virtual instruction;

9  
10 3. Students completing work in a learning management system;

11  
12 4. Students submitting work via hard-copy or virtual formats; or

13  
14 5. Other, as determined by district procedures.

## 15 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

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

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

20 1. Notification of parent/guardian;

21  
22 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
23 academic performance; and

24  
25 3. Other, as determined by district procedures.

26

## 27 ENROLLMENT AGREEMENT (if applicable)

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

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Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09; **Public Acts of 2022, Chapter No. 960**
7. **Public Acts of 2022, Chapter No. 897**

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Cross References

**Emergency Closings 1.8011**  
Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Extracurricular Activities</b>	Descriptor Code: <b>4.300</b>	Issued Date: <b>08/17/22</b>
		Rescinds: <b>4.300</b>	Issued: <b>01/06/98</b>

1 The following guidelines shall be followed in administering the student activities program:

- 2 1. The Board shall initially approve each specific extracurricular activity so that proper support  
3 and supervision may be assured.  
4
- 5 2. The principal, after obtaining the recommendation of the faculty and the director of schools,  
6 shall determine which clubs and organizations will be permitted.  
7
- 8 3. Each student activity must be under the guidance and direction of a Cumberland County  
9 school employee, who must be present at all times, to include on-board student  
10 transportation.  
11
- 12 4. All student activities must have the approval of the principal.
- 13
- 14 5. Student activities occurring before or after regularly scheduled school hours must be under  
15 the supervision of the principal or his/her designee.  
16
- 17 6. Secret organizations shall not be operated in any school.
- 18
- 19 7. A student shall not be required to attend a school-sponsored student activity that is scheduled  
20 at a time, which conflicts with his religious practices.  
21
- 22 8. School-sponsored student activities during vacation periods shall be restricted to regularly  
23 scheduled athletic programs and major events, which cannot be scheduled otherwise.  
24
- 25 9. Student groups shall not participate in state or national activities, which are not listed as,  
26 approved activities by regional accrediting associations or state and national principals'  
27 associations without the approval of the director of schools.  
28
- 29 10. A student on in-school or out-of-school suspension shall not be permitted to participate in  
30 school- sponsored activities.  
31
- 32 11. Activities, which restrict participation because of race, color, religion, sex, disabilities, or  
33 national origin, are forbidden.<sup>1</sup>  
34
- 35 12. Activities sponsored by outside groups or agents will be approved only if they are co-  
36 sponsored by the school.  
37
- 38 13. Students must have attended school at least one-half day to participate in extracurricular

1. activities on any given day.

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Legal References

1. 20 USC § 1703

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Cross References

Interscholastic Athletics 4.301  
Field Trips and Excursions 4.302  
Accidents and Illnesses 6.410  
Student Clubs and Organizations 6.702  
Extracurricular Activity Drug Testing 6.3071

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>	Descriptor Code: <b>4.406</b>	Issued Date: <b>10/28/21</b>
		Rescinds: <b>4.406</b>	Issued: <b>11/29/12</b>

1 ~~The Board supports the right of staff and students to have reasonable access to various information~~  
2 ~~formats and believes it incumbent upon.~~ Staff and students shall to use technology, including the internet,  
3 this privilege in an appropriate and responsible manner.

## 4 **Employees**

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

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

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

## 1 Students

2 The Director of Schools shall develop and implement procedures for appropriate Internet use by students.  
3 Procedures shall address the following:

4 1. General rules and ethics of Internet use.

5  
6 2. Prohibited or illegal activities, including, but not limited to:<sup>1</sup>

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

## 19 INTERNET SAFETY MEASURES<sup>2</sup>

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

- 21 • Controlling access by students to inappropriate matter on the Internet and World Wide
- 22 Web;
- 23 • Safety and security of students when they are using electronic mail, chat rooms, and
- 24 other forms of direct electronic communications;
- 25 • Preventing unauthorized access, including "hacking" and other unlawful activities by
- 26 students on-line;
- 27 • Unauthorized disclosure, use and dissemination of personal information including
- 28 non-approved photos regarding students; and
- 29 • Restricting students' access to materials harmful to them.

31 The Director of Schools/designee shall establish a process to ensure the district's education technology  
32 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall  
33 include, but not be limited to:

34 Utilizing technology that blocks, or filters, or otherwise prevents Internet access (for both  
35 students and adults) to material that is obscene, child pornography or harmful to students  
36 or pornographic;<sup>3</sup>

37  
38 Prohibiting and preventing a user from sending, receiving, viewing, or downloading  
39 materials that are deemed to be harmful to minors;<sup>4</sup>

40

1 Maintaining and securing a usage log; and

2  
3 Monitoring on-line activities of students<sup>2</sup>

4 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to  
5 address and communicate, its Internet safety measures.<sup>2</sup>

6  
7 A **required** written parental consent, **on a written permission agreement form** shall be **completed** ~~required~~  
8 prior to the student being granted access to electronic media or **technology** involving district  
9 ~~technological~~ **property or** resources. ~~This~~ ~~The required permission/agreement form, which~~ shall specify  
10 acceptable uses, rules of on-line behavior, access privileges, and penalties for policy/procedural  
11 violations. ~~This document shall~~ ~~must be~~ **completed each school year and is valid only in the school year it**  
12 **was** signed by the parent/legal guardian of ~~minor~~ **and the student.** ~~(those under 18 years of age) and also~~  
13 ~~by the student. This document shall be executed each year and shall be valid only in the school year in~~  
14 ~~which it was signed unless parent(s) provide written notice that consent is withdrawn.~~ In order to rescind  
15 the agreement, the student's parent/guardian **or adult student, shall provide written notice to the Director**  
16 **of Schools that consent is withdrawn.** ~~In order to rescind the agreement, the student's parent/guardian~~  
17 ~~(or the student who is at least 18 years old) must provide the Director of Schools with a written request.~~

## 18 E-MAIL

19 Users with network access shall not utilize district resources to establish electronic mail accounts through  
20 third-party providers or any other nonstandard electronic mail system. All data including e-mail  
21 communications stored or transmitted on school **system** **district** computers shall be monitored.  
22 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence  
23 may be a public record under the public records law and may be subject to public inspection.<sup>3 5</sup>

## 24 INTERNET SAFETY INSTRUCTION<sup>4 6</sup>

25  
26 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
27 computer resources. **The Director of Schools shall provide adequate in-service instruction on internet**  
28 **safety.** Parents/**guardians** and students will be provided with material to raise awareness of the dangers  
29 posed by the internet and ways in which the internet may be used safely.

## 30 SOCIAL NETWORKING

- 31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41
1. District staff who have a presence on social networking websites are prohibited from posting data, documents, photographs or inappropriate information that is likely to create a material and substantial disruption of classroom activity.
  2. District staff are prohibited from accessing personal social networking sites on school computers or during school hours except for legitimate instructional purposes.
  3. The Board discourages district staff from socializing with students on social networking websites. The same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium is unacceptable when done through the use of technology.

1 **VIOLATIONS**

2 Violations of this policy or a **corresponding administrative** procedure **promulgated under its authority**  
3 shall be handled in accordance with the existing disciplinary procedures of this District.

4 **VENDOR CONTRACTS** <sup>3</sup>

5  
6 **Prior to entering into any contract for the provision of digital or online materials created or**  
7 **marketed for kindergarten through grade twelve (K-12), the district shall obtain an assurance**  
8 **that the vendor shall adhere to state law. This determination includes ensuring that the vendor**  
9 **filters, blocks, or otherwise prevents access to pornography or obscenity and verifying that the**  
10 **technology prevents a user from sending, receiving, viewing, or downloading materials that are**  
11 **harmful to minors.**

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Legal References

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

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Cross References

- Use of Email 1.805
- School and System Websites 4.407
- Controversial Materials 4.801
- Student Publications 6.704

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date: <b>10/28/21</b>
		Rescinds: <b>5.200</b>	Issued: <b>07/22/21</b>

## 1 SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>

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

## 9 SUSPENSION OF THREE DAYS OR LESS<sup>2,3</sup>

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

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

## 20 DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS<sup>4</sup>

21 When a **tenured teacher is charged** ~~are made against a tenured teacher, charging the teacher~~ with  
22 offenses, **which that** may justify dismissal or a suspension greater than three (3) days, the charges shall  
23 be made in writing, specifically stating the offenses **which that** are charged, and shall be signed by the  
24 party or parties making the charges.

25 If, in the opinion of the Board, the charges are of such nature as to warrant the **release dismissal** or a  
26 suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a  
27 written notice of this decision, a copy of the charges against the **tenured** teacher, and a copy of a form  
28 provided by the Commissioner of Education advising the **tenured** teacher of his/her legal duties, rights,  
29 and recourse.

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

1 The Director of Schools shall, within five (5) **working business** days after receipt of request, assign a  
2 hearing officer **from the list maintained by the Board.**

3 ~~The Board will appoint an impartial hearing officer, to conduct hearings as defined under Tennessee law.~~

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

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

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

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

## 27 **RESIGNATION**

28 A **tenured** teacher shall give the Director of Schools notice of resignation at least thirty (30) days before  
29 the effective date of the resignation. A **tenured** teacher who fails to give such notice, in the absence of  
30 justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30)  
31 days' notice requirement and permit a teacher to resign in good standing.<sup>5</sup>

32 The conditions under which it is permissible to break a contract with the board are as follows:<sup>6</sup>

- 33 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified  
34 statement of a physician approved by the Board; and
- 35 2. The release by the Board of the **tenured** teacher from the contract, which the **tenured** teacher has  
36 entered into with the Board.

1 Any **tenured** teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior  
2 to the date of return if the **tenured** teacher does not intend to return to the position from which he/she has  
3 taken leave. Failure to render such notice may be considered a breach of contract.<sup>7</sup>

4 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
5 the State Board of Education and request the suspension of a **tenured** teacher's license. After the State  
6 Board of Education has provided the **tenured** teacher an opportunity for defense during a hearing, the  
7 State Board of Education may suspend the license for no less than thirty (30) and no more than three  
8 hundred sixty-five (365) days.<sup>8</sup>

## 9 RETIREMENT

10 Retirement is a termination of services under conditions which will allow the employee to draw benefits  
11 from retirement plans and/or Social Security benefits. **Employees Tenured teachers** eligible for  
12 retirement benefits may elect to retire at any age according to the provisions of the retirement system.

13 Central office personnel shall assist **employees tenured teachers** in securing retirement benefits; however,  
14 it shall be the responsibility of the retiring **employee tenured teacher** to provide verification of eligibility  
15 in writing from **the Tennessee Consolidated Retirement System (TCRS)** to the central office. It shall be  
16 the responsibility of the retiring **employee tenured teacher** to file for benefits.

17 **Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without**  
18 **loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of**  
19 **Schools certifies in writing to the Division of Retirement that no other qualified personnel are available**  
20 **to substitute teach.**<sup>9</sup>

21 **The Director of Schools may employ teachers retired for at least one year for full-time employment as a**  
22 **kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost**  
23 **or suspended under certain conditions, which include but are not limited to the following:**<sup>10</sup>

24 1. **The Director of Schools of the employing system must certify in writing that no other qualified**  
25 **individuals are available to fill the position;**

26 2. **The Commissioner of Education must certify that the employing school system serves an area**  
27 **that lacks qualified teachers to serve in the position to be filled;**

28 3. **The retired teacher must hold a valid license and shall not be entitled to tenure status;**

29 4. **The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or**  
30 **receive medical insurance coverage; and**

31 5. **The salary paid to the retired member shall not be less than the rate of compensation set by the**  
32 **board for teachers with no experience filling similar positions, nor more than eighty five**  
33 **percent (85%) of the rate of compensation set by board for teachers with comparable training**  
34 **and years of experience filling similar positions.**

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**Legal References**

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

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**Cross References**

Public Hearings 1.401.  
**Teacher Tenure 5.117**  
Recommendations and File Transfers 5.203

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Separation Practices for Non- Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>10/28/21</b>
		Rescinds: <b>5.201</b>	Issued: <b>07/22/21</b>

## 1 SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>

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

## 9 SUSPENSION OF THREE DAYS OR LESS<sup>2</sup>

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

17 **Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If**  
18 **reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension**  
19 **without pay is deemed to be an appropriate penalty.**

## 20 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>2</sup>

21 The Director of Schools may dismiss or suspend for more than three (3) **working business** days any non-  
22 tenured teacher during the contract year for incompetence, inefficiency, insubordination, improper  
23 conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

24 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing  
25 before an impartial hearing officer.

26 The Board will appoint an impartial hearing officer to conduct such hearings, **as defined under Tennessee**  
27 **Law**. The hearing officer will hear the case and the **employee non-tenured teacher** shall have the right  
28 to:

- 29 1. Be represented by counsel;
- 30 2. Call and subpoena witnesses;
- 31 3. Examine all witnesses; and

1           4. Require that all testimony be given under oath.

2 Factual findings and decisions in all dismissal cases shall be ~~reduced to~~ provided in written form and  
3 delivered to the affected **employee non-tenured teacher** within ten (10) **business working** days following  
4 the close of the hearing. The **non-tenured** teacher may appeal the decision to the Board within ten (10)  
5 **business working** days of the hearing officer rendering the written decision to the **employee non-tenured**  
6 **teacher**. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty  
7 (20) **business working** days of receipt of notice, the Director of Schools shall prepare a copy of the  
8 proceedings **including all** transcripts, documentary and evidence **or otherwise** presented and provide the  
9 Board a copy of the same.

10 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in  
11 same manner as the non-tenured teacher.

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

- 15           1. Sustain the decision;
- 16           2. Send the record back if additional evidence is necessary; or
- 17           3. Revise the penalty or reverse the decision.

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

21 Within twenty (20) **business working** days after receipt of notice of the decision of the Board, either  
22 party may appeal to the chancery court in the county where the school **system district** is located. The  
23 Board shall provide the entire record of the hearing to the court.

#### 24 **NON-RENEWAL**

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

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

30 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their  
31 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,<sup>†</sup>  
32 the following action shall be taken:

- 33           1. The Board shall be notified at the next regular board meeting; and
- 34           2. Written notice of non-renewal shall be sent to the teacher by certified mail, overnight carrier or  
35           by email within five (5) business days following the last instructional day for the school year.<sup>3</sup> **If**  
36           **the reason for the non-renewal is due only to a loss of funding for the position, then the notice**  
37           **shall include a statement listing it as the cause for non-renewal.**<sup>4</sup>

## 1 RESIGNATION

2 A non-tenured teacher shall give the Director of Schools notice of resignation at least thirty (30) days  
3 before the effective date of the resignation.<sup>45</sup> The Board may waive the thirty (30) days-notice  
4 requirement and permit a non-tenured teacher to resign in good standing.

5 The conditions under which it is permissible to break a contract with the board are as follows:<sup>56</sup>

- 6 1. The incapacity on the part of the non-tenured teacher to perform the contract as evidenced by the  
7 certified statement of a physician approved by the Board; and
- 8 2. The release by the Board of the non-tenured teacher from the contract, which the non-tenured  
9 teacher has entered into with the Board.

10 Any non-tenured teacher on leave shall notify the Director of Schools in writing at least thirty (30) days  
11 prior to the date of return if the non-tenured teacher does not intend to return to the position from which  
12 he/she has taken leave. Failure to render such notice may be considered a breach of contract.<sup>67</sup>

13 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
14 the State Board of Education and request the suspension of a non-tenured teacher's certificate license.  
15 After the State Board of Education has provided the non-tenured teacher an opportunity for defense  
16 during a hearing, the State Board of Education may suspend the certificate license for no less than thirty  
17 (30) days and no more than three hundred sixty-five (365) days.<sup>78</sup>

## 18 RETIREMENT

19 Retirement shall mean a termination of services under conditions, which will allow the non-tenured  
20 teacher employee to draw benefits from retirement plans and/or Social Security benefits.

21 Employees Non-tenured teachers eligible for retirement benefits may elect to retire at any age according  
22 to the provisions of the retirement system. Central office personnel shall assist employees non-tenured  
23 teachers in securing retirement benefits; however, it shall be the responsibility of the retiring employee  
24 non-tenured teacher to provide verification of eligibility in writing from the Tennessee Consolidated  
25 Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring non-tenured  
26 employee teacher to file for retirement benefits.

27 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without  
28 loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of  
29 Schools certifies in writing to the Division of Retirement that no other qualified personnel are available  
30 to substitute teach.<sup>8</sup>

31 The Director of Schools may employ teachers retired for at least one year for full-time employment as a  
32 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost  
33 or suspended under certain conditions, which include but are not limited to the following:<sup>9</sup>

- 34 1. The Director of Schools of the employing district shall certify in writing that no other qualified  
35 individuals are available to fill the position;
- 36 2. The Commissioner of Education must certify that the employing school district serves an area  
37 that lacks qualified teachers to serve in the position to be filled;

- 1 ~~3. The retired teacher must hold a valid license and shall not be entitled to tenure status;~~
- 2 ~~4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or~~
- 3 ~~receive medical insurance coverage; and~~
- 4 ~~5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the~~
- 5 ~~Board for teachers with no experience filling similar positions, nor more than eighty-five percent~~
- 6 ~~(85%) of the rate of compensation set by Board for teachers with comparable training and years~~
- 7 ~~of experience filling similar positions.~~

8 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*  
 9 *does NOT follow the suspension/dismissal ~~procedures~~ **guidelines** outlined in this policy. Rather,*  
 10 *nonrenewal of non-tenured teachers after the contract year follows the nonrenewal ~~procedures~~*  
 11 ***guidelines** outlined in this policy.)*

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Legal References

- 1. TCA 49-5-511(a)(3)
- 2. TCA 49-2-301(b)(1) (EE); TCA 49-5-512
- 3. ~~TCA 49-5-409~~ Public Acts of 2021, Chapter No. 378
- 4. ~~TCA 49-5-508~~ Public Acts of 2022, Chapter No. 678
- 5. TCA 49-5-411(a) 508
- 6. TCA 49-5-706 411(a)
- 7. ~~TCA 49-5-411(b)(4)~~ Public Acts of 2021, Chapter No. 493 706
- 8. TCA ~~8-36-805~~ 49-5-411 (b)
- 9. TCA 8-36-821 805

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Cross References

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

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Issued Date: <b>03/17/22</b>
		Rescinds: <b>5.701</b>	Issued: <b>12/02/21</b>

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies **until**  
2 **a licensed teacher is available.** <sup>1,2</sup> All Substitute teachers ~~shall~~ **may** be employed **by the Director of Schools**  
3 and paid **directly** by the Board or by a third party ~~public or private~~ employer through an agreement  
4 between such third party employer and the Board **of education.**

5 Substitute teachers employed by third party entities shall be subject to the same unemployment  
6 benefit eligibility conditions as substitute teachers employed directly by the Board **of education.**<sup>2</sup>

## 7 APPLICATION/QUALIFICATIONS

8 Criminal history record checks, fingerprinting and pre-employment ~~10-panel~~ drug screen of applicants  
9 for substitute teaching are required.<sup>3</sup>

10 Applicants **with revoked licenses or certificates according to** ~~whose records with~~  
11 ~~the State~~ the Department of Education ~~indicate a license or certificate currently in revoked status~~  
12 shall not be hired.<sup>4</sup>

13 **Qualifications for substitute teacher shall be determined by the Director of Schools in compliance with**  
14 **board policy, state laws, and State Board of Education rules and regulations.**

15 ~~Substitute teachers shall have a minimum of a valid high school diploma or equivalency and must be a~~  
16 ~~minimum of 21 years of age unless currently enrolled in or graduated from an accredited college~~  
17 ~~program.~~

18 **A list of substitute teacher(s)** will be prepared by the **Human Resource Personnel** Director, who will  
19 maintain ~~a complete~~ file(s) **which may on all substitute teachers.** This file will include transcripts,  
20 credentials, recommendations, and other pertinent information. ~~A list of all approved substitutes shall be~~  
21 ~~provided to all building principals. Only those persons on the approved substitute list shall be employed~~  
22 ~~to substitute teach.~~

## 23 COMPENSATION

24 **If employed directly by the district,** the compensation of substitute teachers ~~is~~ **shall be** determined  
25 annually by the Board.

26 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the  
27 same as a retired substitute teacher with an active teaching license. **This only applies to teachers who**  
28 **retired after July 1, 2011 through July 1, 2016.** <sup>5</sup>

## 1 CERTIFICATION

2 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a  
3 substitute teacher ~~must~~ shall possess a teaching certificate with endorsement in the discipline(s) to be  
4 taught ~~or shall be retired teacher that held the appropriate endorsement.~~<sup>6</sup>

5 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to  
6 the state salary schedule.<sup>1</sup>

7 ~~Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement~~  
8 ~~benefits,<sup>4</sup> and may substitute for additional days if the director of schools certifies in writing to the Division~~  
9 ~~of Retirement that no other qualified personnel are available to substitute teach.<sup>7</sup>~~

## 10 EMERGENCY NEEDS

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

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

## 17 TRAINING AND ORIENTATION

18 The Director of Schools shall be responsible for ~~providing~~ ensuring that there are  
19 appropriate training and development programs for substitute teachers.

20 ~~All substitute teachers shall be required to attend an orientation session prior to their first day of work to~~  
21 ~~receive instructions regarding reporting, pay schedules, and other pertinent information.~~

## 22 RESPONSIBILITIES

23 Substitute teachers shall assume the same responsibilities ~~and have the same authority~~ as the regular  
24 teacher, including ~~but not limited to~~ bus duty and playground supervision.

## 25 RE-EMPLOYMENT/TERMINATION

26 On an annual basis, the Director of Schools, with input from the principals, shall determine which  
27 substitute teachers performed at an acceptable level. Substitute teachers who performed below an  
28 acceptable level shall not be re-employed.

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

31 ~~Substitutes that have a lapse of employment greater than 12 months will be required to obtain new~~  
32 ~~fingerprints and 10 panel drug screen prior to being reinstated.~~

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Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(~~15~~)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)
7. ~~TCA 8-36-805~~

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Cross References

Background Investigations 5.118

Employment of Retirees 5.119

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Admission of Suspended or Expelled Students</b>	Descriptor Code: <b>6.318</b>	Issued Date: <b>02/23/17</b>
		Rescinds: <b>6.318</b>	Issued: <b>10/01/98</b>

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

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

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

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

10 ~~Any school system that accepts enrollment of a student from another school system~~ **A student may be**  
 11 ~~dismissed the student~~ if it is determined subsequent to the enrollment that the student has been  
 12 suspended or expelled from the former school ~~district~~ **system**.<sup>1</sup>

13 ~~\* When a student has been remanded to alternative school, he or she is not permitted at any time to be~~  
 14 ~~on any Cumberland County School campus. This includes extracurricular events.~~

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Legal References

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

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Cross References

- School Admissions 6.203  
 Student Records 6.600-~~604~~

# Cumberland County Board of Education

Monitoring: <b>Date last reviewed: January 2005</b>	Descriptor Term: <b>Bids and Quotations</b>	Descriptor Code: <b>2.806</b>	Issued Date: <b>07/22/21</b>
		Rescinds: <b>2.806</b>	Issued: <b>12/06/18</b>

1 *General*

2 All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five  
3 thousand dollars (\$25,000.00) including those of individual schools, shall be based on competitive bids.<sup>1</sup>  
4 These bids shall be solicited by advertisement in a newspaper of general circulation within the school  
5 district. The advertisement may be waived by the purchasing agent in an emergency.<sup>2</sup> The purchasing  
6 agent shall advertise for bids and receive quotations.

7 All purchases of twenty-five thousand dollars (\$25,000.00) or less, including those of individual schools,  
8 may be made in the open market without newspaper notice, but shall, whenever possible, be based on at  
9 least three (3) competitive bids.<sup>2</sup>

10 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or  
11 all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by reasons  
12 relative to the purpose of the purchase.<sup>3</sup> Any bid may be withdrawn prior to the scheduled time for the  
13 opening of bids. Any bid received after the time and date specified shall not be considered.

14 The bidder to whom the award is made may be required to enter into a written contract.

15 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding  
16 or other purchasing procedures is prohibited.

17 **EXEMPTIONS FROM COMPETITIVE BIDDING**

18 Contracts for legal services, educational consultants, **services from an insurance provider**, and similar  
19 services by professional persons or groups of high ethical standards shall not be based upon competitive  
20 bids but shall be awarded on the basis of recognized competence and integrity.<sup>4</sup>

21 **Insurance purchased through a plan authorized and approved by an organization of governmental entities**  
22 **representing cities and counties shall also be exempted.**<sup>5</sup>

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**Legal References**

1. TCA 49-2-203(a)(3) Public Acts of 2022 ~~2021~~, Chapter No. ~~310~~ 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2) Public Acts of 2022, Chapter No. 1016
3. TCA 49-2-203(a)(~~3~~ D)(c)
4. TCA 12-3-1209; TCA 12-4-107; Public Acts of 2022, Chapter No. 719; TCA 29-20-407
5. ~~TCA 29-20-407~~

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**Cross References**

Executive Committee 1.301  
Consultants 1.303  
Conflict of Interest 5.601

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency Preparedness Planning and Training</b>	Descriptor Code: <b>3.202</b>	Issued Date: <b>09/26/19</b>
		Rescinds: <b>3.202</b>	Issued: <b>09/28/17</b>

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

5 The principal of each school shall develop and implement emergency preparedness drills, which, shall  
6 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with  
7 emergency response agencies. These procedures shall be in written form and distributed to all staff,  
8 students, and parents. However, the procedures/plans shall not be open to the public for inspection. In  
9 addition, any meetings involving school safety plans are not subject to the open meeting laws.

## 10 FIRE AND SAFETY DRILLS

11 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school  
12 days, with two (2) fire drills occurring during the first thirty (30) one of which must occur within the  
13 first 15 full days of the school year.<sup>2</sup> Additionally, he/she shall ensure that four (4) fire safety  
14 educational announcements are conducted throughout the year.<sup>2</sup>

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

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

## 21 ARMED INTRUDER DRILLS

22 The Director of Schools or his/her designee shall ensure that each school safety team conducts at least  
23 one (1) armed intruder drill annually within the first 30 days in coordination with local law  
24 enforcement.<sup>4</sup>

## 25 AED DRILLS

26 ~~Any~~ All schools with an Automated External Defibrillator (AED) shall conduct a Cardiopulmonary  
27 Resuscitation (CPR) and AED drill to ensure students are aware of the steps that must be taken in the  
28 event of a medical emergency. The principal shall be responsible for ensuring the drill occurs.<sup>5</sup>

29 ~~The principal or designee shall regularly check the quantity, locations, and conditions of fire~~  
30 ~~extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.~~

## 1 **MEDICAL EMERGENCIES/PANDEMIC FLU**

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

## 6 **RECORD OF DRILLS**

7 A record of all fire or safety drills, including the time and date shall be kept in each school's office.

## 8 **REMOTE LEARNING DRILLS<sup>7</sup>**

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

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### Legal References

1. TRR/MS 0520-1-3-.03(15); TCA 49-6-804
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122 TCA 49-6-1208; Public Acts of 2019, Chapter No. 391
6. TCA 49-6-3004(a),(e); TCA 49-5-404
7. [Public Acts of 2022, Chapter No. 936](#)

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### Cross References

Emergency Closings 1.8011  
[Safety 3.201](#)  
Community Use of School Facilities 3.206

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b><del>Selection of Instructional Materials (Other than Textbooks)</del></b> <b>Reconsideration of Textbooks and Instructional</b>	Descriptor Code: <b>4.402</b>	Issued Date: <b>01/25/18</b>
		Rescinds: <b>4.402</b>	Issued: <b>09/28/17</b>

## Materials

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

4 If a complaint is filed by a parent/guardian, employee, or student regrading textbooks or instructional  
5 materials, this process is to be followed:<sup>1</sup>  
6

- 7 1. Inform the complainant of the selection procedures and make no commitments.
- 8
- 9 2. Request the complainant to submit a Request for Reconsideration of Textbooks and  
10 Instructional Materials form.
- 11
- 12 3. Inform the principal (and other appropriate personnel).
- 13
- 14 4. Keep challenged materials available for use during the reconsideration process. The materials  
15 shall be removed immediately if they:<sup>2</sup>
  - 16
  - 17 a. Were created to align exclusively with Common Core; or
  - 18
  - 19 b. Are marketed or otherwise identified as Common Core textbooks or instructional  
20 materials.
  - 21
- 22 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
- 23
- 24
- 25 6. The principal shall request review of the challenged materials by an ad hoc materials review  
26 committee within 10 school days days. The review committee is appointed by the principal and  
27 includes representatives from classroom teachers, one or more parents, and may include one or  
28 more students. The principal will inform the Director of Schools of the review committee's  
29 progress.
- 30
- 31 7. The review committee shall take the following steps after receiving the challenged materials:
  - 32 a. Read, view, or listen to the contested material in its entirety;
  - 33 b. Check general acceptance of the material by reading recognized and evaluative reviews;
  - 34

- 1 c. Determine the extent to which the material supports the curriculum;
- 2 d. Complete the appropriate Checklist for Reconsideration of Textbooks and Instructional
- 3 Materials, judging the material for its strength and value; and
- 4 e. Present recommendation to principal for further action and to the Director of Schools
- 5 for purposes of information.
- 6
- 7 8. If the complainant desires further action after receiving the recommendation of the committee
- 8 and the decision of the principal, an appeal may be made to the Board.

**OBJECTIVES OF SELECTION<sup>+</sup>**

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

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

Legal References

- 1. TRR/MS 0520-01-03-.07(3)
- 2. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
- 3. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

Cross References

- Instructional Standards 4.101
- Textbooks and Instructional Materials 4.400
- School and System Websites 4.407
- Controversial Materials 4.801

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Reconsideration of Instructional Materials and Textbooks Library Materials</b>	Descriptor Code: <b>4.403</b>	Issued Date: <b>01/25/18</b>
		Rescinds: <b>4.403</b>	Issued: <b>05/26/16</b>

~~The Board supports principles of intellectual freedom inherent in the First Amendment of the Constitution of the United States<sup>1</sup> and expressed in the Library Bill of Rights of the American Library Association.~~

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

## *General*

~~The Director of Schools/Designee shall be responsible for library collection development. Library materials shall be reviewed to endure the content aligns with state law. <sup>1</sup> The Library collection shall adhere to the following criteria:~~

- ~~1. Inform the complainant of the selection procedures and make no commitments.~~
  - ~~1. Materials shall be suitable for and consistent with the educational mission of the school;~~
- ~~2. Request the complainant to submit a formal "Request for Reconsideration of Instructional Materials".~~
  - ~~2. Materials shall be appropriate for the age and maturity levels of the students who may access them. The determining factor will be based on an assessment of any mature themes or content (i.e., violence, sexual content, vulgar language, substance abuse);~~
- ~~3. Inform the principal and media specialist (and other appropriate personnel).~~
  - ~~3. Materials shall contain literary, historical, and/or artistic value and merit; and~~
- ~~4. Questioned materials (including, but not limited to, textbooks, library books, and related instructional materials adopted by the Board of Education) shall remain in use during the reconsideration process, and will only be removed upon recommendation of the committee, the Director of Schools, and the Board of Education.~~
  - ~~4. The collection as a whole shall offer a variety of viewpoints.~~
- ~~5. Upon receipt of the completed form, the Director of Schools requests review of the questioned materials by an ad hoc materials review committee within fifteen (15) working days. The review committee is appointed by the Director of Schools, and includes a minimum of two teachers from different schools currently using the questioned materials, one other non-related content area teacher, one or more parents and may include one or more students.~~

- 1 ~~6. All meetings of the Review Committee shall be advertised and open to the public.~~
- 2
- 3 ~~7. The review committee shall take the following steps after receiving the questioned materials:~~
- 4
- 5 ~~a. Read, view or listen to the questioned material in its entirety or in the case of a~~
- 6 ~~textbook, the questioned portion of the material.~~
- 7
- 8 ~~b. Check general acceptance of the material by reading recognized and evaluative reviews;~~
- 9
- 10 ~~c. Determine the extent to which the material supports the curriculum;~~
- 11
- 12 ~~d. Complete the appropriate "Checklist for Reconsideration of Instructional Materials"~~
- 13 ~~judging the material for its strength and value; and~~
- 14
- 15 ~~e. Present recommendation to Director of Schools for further action. If the committee and~~
- 16 ~~the Superintendent of Schools recommend the questioned materials be removed, the~~
- 17 ~~Board of Education may uphold or overturn this action.~~
- 18
- 19 ~~8. If the complainant or the committee desires to appeal the decision of the Director of Schools an~~
- 20 ~~appeal may be made to the Board.~~
- 21
- 22

## 23 COMPLAINTS

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

- 26 1. Inform the complainant of the selection procedures and make no commitments.
- 27 2. Request the complainant to submit a Request for Reconsideration of Library
- 28 Materials form.
- 29 3. Inform the principal (and other appropriate personnel).
- 30 4. Keep challenged materials available for use during the reconsideration process.
- 31 5. Upon receipt of the completed form, the principal shall notify the Director of
- 32 Schools.
- 33 6. The principal shall request review of the challenged materials by an ad hoc
- 34 materials review committee within 10 school days. The review committee is
- 35 appointed by the principal and includes certified library media personnel,
- 36 representatives from classroom teachers, one or more parents, and may include one
- 37 or more students. The principal will inform the Director of Schools of the review
- 38 committee's progress.
- 39 7. The review committee shall take the following steps after receiving the challenged
- 40 materials:
- 41 a. Read, view, or listen to the contested material in its entirety;
- 42 b. Check general acceptance of the material by reading recognized and
- 43 evaluative reviews;
- 44 c. Determine the extent to which the material is appropriate for the age and
- 45 maturity levels of the students who have access to the materials and whether

- 1 the material is suitable for, and consistent with, the educational mission of
- 2 the school;
- 3 d. Complete the appropriate Checklist for Reconsideration of Library
- 4 Materials, judging the material for its strength and value; and
- 5 e. Present a recommendation to the Director of School and the Board.
- 6

- 8. The Board shall review the recommendation presented by the review committee and make the determination whether the material is appropriate for the age and maturity level of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.
- 9. If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or it is not suitable for, and consistent with, the educational mission of the school, the Board shall require the school to remove the material from the library collection.

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Legal References

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

Cross References

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

# Cumberland County Board of Education

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

1 *General*

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

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

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

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

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

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

1 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES<sup>3</sup>**

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

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

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

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

\_\_\_\_\_  
Legal References

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

\_\_\_\_\_  
Cross References

Application and Employment 5.106  
Substitute Teachers 5.701

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <h2 style="text-align: center;">Attendance</h2>	Descriptor Code: <b>6.200</b>	Issued Date: <b>10/28/21</b>
		Rescinds: <b>6.200</b>	Issued: <b>07/22/21</b>

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

3 The Director of Schools/designee shall ensure that this policy is posted in each school building and  
4 disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

5 The attendance supervisor shall oversee the entire attendance program which shall include:<sup>1</sup>

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

14 Student attendance records shall be given the same level of confidentiality as other student records. Only  
15 authorized school officials with legitimate educational purposes may have access to student information  
16 without the consent of the student or parent/guardian.<sup>3</sup>

17 Absences shall be classified as either excused or unexcused as determined by the principal or his/her  
18 designee.

19 Excused absences shall include:<sup>4</sup>

- 20 1. Personal illness/injury;
- 21 2. Illness of immediate family member;
- 22 3. Death in the family; funeral notice
- 23 4. Extreme weather conditions;
- 24 5. Religious observances;<sup>5</sup>
- 25 6. Pregnancy;
- 26 7. School-endorsed activities
- 27 8. Summons, subpoena, or court order; or
- 28 9. Circumstances which in the judgement of the principal create emergencies over which the student  
29 has no control.
- 30 10. Other absences as pre-approved by the principal, based on appropriate documentation at least 10  
31 (ten) school days prior to day(s) to be missed. This does not include personal family vacations.

1 11. If a student is exempt from final exams per Board policy, the absence on the day of the exam is  
2 excused.

3 12. Driver's license/permit appointments will be excused with proof of appointment.

4 Tardies including early dismissal for any reason other than the previously mentioned excuses will be  
5 considered unexcused.

6 The Principal shall be responsible for ensuring that:<sup>6</sup>

7 1. Attendance is checked and reported daily for each class;

8 2. Daily absentee sheets contain sign in/sign-out sheets and indicate students present or absent for  
9 the majority of the day;

10 3. All student absences are verified;

11 4. Written excuses are submitted for absences and tardiness; and

12 5. System-wide procedures for accounting and reporting are followed.

### 13 **TRUANCY**

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

22 Students who are absent five (5) days without adequate excuse shall be reported to the Director of  
23 Schools/designee who will, in turn, provide written notice to the parents/guardians of the student's  
24 absence. If a parent/guardian does not provide documentation within adequate time excusing those  
25 absences, or request an attendance hearing, then the Director of Schools/designee shall implement Tier  
26 II of the progressive truancy plan described below prior to referral to juvenile court.

27 The Director of Schools/designee shall develop appropriate administrative procedures to implement this  
28 policy.

### 29 **Progressive Truancy Plan<sup>8</sup>**

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

33 1. After three (3) unexcused absences a student will be required to meet with a school attendance  
34 representative to discuss reasons for student absences.

35 2. Regularly scheduled follow-up meetings, with the student to discuss his/her progress. If the  
36 student accumulates additional unexcused absences, he/she shall be subject to the additional tiers.

1 Tier II of the progressive truancy plan shall be implemented after the student accumulates four (4)  
2 unexcused absences, but before referral to juvenile court, and includes the following;

- 3 1. A conference with the student and the student's parent(s)/guardian(s);  
4
- 5 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),  
6 and the Attendance Supervisor/designee. The contract shall include:
  - 7 a. A specific description of the school's attendance expectations for the student;
  - 8 b. The period for which the contract is effective; and
  - 9 c. Penalties for additional absences and alleged school offenses, including additional  
10 disciplinary action and potential referral to juvenile court.
- 11 3. Regularly scheduled follow-up meetings to discuss the student's progress; and
- 12 4. A school employee shall conduct an individualized assessment detailing the reasons a student  
13 has been absent from school. The employee may refer the student to counseling, community-  
14 based services, or other services to address the student's attendance problems.

15 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall  
16 consist of the following interventions:

- 17 1. After the 5<sup>th</sup> unexcused absence, the student will be referred to Truancy Court.
- 18 2. Failure to attend Truancy Court and/or additional unexcused absences, the student will be cited  
19 to Juvenile Court
- 20 3. The Court will be provided a report of all interventions that have been provided to support this  
21 student.

22 The interventions shall address student's needs in an age appropriate manner. Finalized plans shall be  
23 approved by the Director of Schools/designee.

24 **Upon completion of Tiers I, II, and III, the student will be cited to Juvenile Court.**

#### 25 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY<sup>9</sup>**

26 A principal/designee may excuse a student to participate in non-school sponsored extracurricular  
27 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)  
28 absences each school year. No later than seven (7) business days prior to the student's absence, the  
29 student shall provide documentation to the school as proof of the student's participation along with a  
30 written request for the excused absence from the student's parent/guardian. The Director of Schools will  
31 develop procedures to implement this process. The request shall include the following:

- 32 1. Student's name and personal identification number;
- 33 2. Student's grade;
- 34 3. The dates of the student's absence;
- 35 4. The reason for the student's absence; and
- 36 5. The signature of the student and parent/guardian.

1 **RELEASED TIME COURSE** <sup>10</sup>

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

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

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

10 (IF THE BOARD WANTS TO ALLOW STUDENTS TO RECEIVE CREDIT FOR THESE  
11 COURSES-ADD THIS LANGUAGE) Upon submission of the student's transcript from the entity that  
12 provided the released time course, the student may be awarded on-half (1/2) unit of elective credit. The  
13 Director of Schools shall develop procedures with secular criteria for determining whether credit shall  
14 be awarded.

15 **MAKE-UP**

16 Students in grades K – 8 will be allowed to make up work.

17 High School students will be allowed to make-up work from all excused absences. Students are allowed  
18 to make up work from the first three unexcused absences per semester.

19 The following guidelines will be used to submit all make-up work:

- 20 1) 1 day absent, students will have 3 school days to make up work;  
21 2) 2 consecutive days absent, students will have 4 days to make up work;  
22 3) 3 consecutive days absent, students will have 5 school days to make up work.

23 (The number of consecutive days missed +2 will equal the total number of days students are allowed to  
24 submit make-up work.)

25 Extenuating circumstances may be appealed to the building principal.

26 **EXAM EXEMPTIONS**

27 "A" average and a maximum of 3 days excused absence

28 "B" average and a maximum of 2 days excused absence

29 "C" average and a maximum of 1 day excused absence

30 Students with any unexcused absences are ineligible for exam exemptions.

31 All students who obtain four (4) or more unexcused tardies in any class will be required to take the  
32 semester exam regardless of grade average or days absent. Students who are suspended from school or  
33 who are remanded to the Alternative School for cause shall forfeit all exam exemptions.

## 1 STATE-MANDATED ASSESSMENT

2 Students who are absent the day of the scheduled End of Course Exams (EOC) shall present a signed  
3 doctor's excuse or shall have been given an excused release by the principal prior to testing to receive  
4 an excused absence. Students who have excused absences will be allowed to take a make-up exam.  
5 Excused students will receive an incomplete in the course until they have taken the EOC exam.

6 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be  
7 averaged into their final grade.

8 Extenuating circumstances may be appealed to the building principal.

## 9 CREDIT/PROMOTION DENIAL

10 Credit/promotion denial determinations may include student attendance, however, student attendance  
11 may not be the sole criterium.<sup>10-11</sup> If attendance is a factor, prior to credit/promotional denial, the  
12 following shall occur:

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

## 16 DRIVER'S LICENSE REVOCATION<sup>2</sup>

17 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any  
18 semester **or fails to maintain satisfactory academic progress** shall be ineligible to retain a driver's  
19 permit or license.

20 **In order to qualify for reclaiming a driver's permit or license, the student shall return to school and**  
21 **make a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a**  
22 **subsequent grading period or become eighteen (18) years of age.**

## 23 ATTENDANCE HEARING<sup>10, 12</sup>

24 Students with excessive (more than 5) unexcused absences or those in danger of a credit/promotion  
25 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
26 principal. If the student chooses to appeal, the student or his/her parent(s) guardian(s) shall be  
27 provided written or actual notice of the appeal hearing and shall be given the opportunity to address the  
28 committee.

29 An attendance committee appointed by the principal will conduct a hearing to determine if any  
30 extenuating circumstances exist or to determine if the student has met attendance requirements that  
31 will allow him/her to pass the course or be promoted. Upon notification of the attendance committee  
32 decision, the principal shall send written notification to the Director of Schools/designee and the  
33 parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences.  
34 The notification shall advise parents/guardians of their right to appeal such action within two (2)  
35 school days to the Director of Schools/designee.

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

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Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c) **Public Acts of 2022, Chapter No. 878**
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009; **Public Acts of 2021, Chapter No. 223**
9. TCA **49-2-203(b) (7)**; ~~49-6-3022-3002(b)~~
10. TCA 49-2-130 TCA 49-6-3002(b)
11. **TCA 49-2-203 (b) (7); TCA 49-6-3002(b)**  
TRR/MS 0520-01-02-.17(7)
12. **TRR/MS 0520-01-02-.17(7)**

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Cross References

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

- 2 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
 3 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
 4 Following the review, the Board may affirm or overturn the decision of the Director of  
 5 schools/designee. The action of the Board shall be final.

# Cumberland County Board of Education

Monitoring:  Review: Annually, in April	Descriptor Term:  <b>Attendance of Non-Resident Students</b>	Descriptor Code: <b>6.204</b>	Issued Date: <b>05/25/17</b>
		Rescinds: <b>6.204</b>	Issued: <b>05/06/04</b>

1 ~~Students that are not residents of Cumberland County may attend Cumberland County Schools and~~  
2 ~~receive education services under the conditions outlined below. In addition, requests for attendance will~~  
3 ~~only be considered from counties with reciprocal agreements to accept Cumberland County students in~~  
4 ~~their school systems.~~

5 ~~Students residing outside the boundaries of the school district may attend schools within the school~~  
6 ~~district under the following conditions:~~

7 ~~1. Parents or guardians must submit requests for attendance in writing for approval by the~~  
8 ~~Board of Education upon the recommendation of the director of schools.<sup>1</sup> Both the “Out of~~  
9 ~~County Resident Application to Attend Cumberland County Schools” and the “Request for~~  
10 ~~Out of Zone School” forms must be completed and initially submitted to the Cumberland~~  
11 ~~County requested school. Guardians must provide court approved documentation~~  
12 ~~identifying them with their responsibility for the education and care of the child.~~

13 ~~1. They shall be approved by the Director of Schools. <sup>1</sup>~~

14 ~~2. Requests to attend Cumberland County Schools will be approved or denied based on~~  
15 ~~available space of the requested school, the student’s attendance record, and the student’s~~  
16 ~~discipline history.~~

17 ~~2. They shall pay a tuition fee established annually by the Board. Annual tuition may not~~  
18 ~~exceed per student, per annum, an amount equal to the amount of local funds actually used~~  
19 ~~for school purposes by the school district per student during the preceding school year~~  
20 ~~minus any funds received from the student’s resident district. Tuition for the out-of-state~~  
21 ~~students shall be charged at the same rate as the average cost per student (state and local~~  
22 ~~funds) in the district attended. <sup>2</sup>~~

23 ~~3. Parents/Guardians must pay a tuition fee, for each child, established annually by the Board.~~  
24 ~~Tuition may not exceed per student, expenditure realized in the preceding school year~~  
25 ~~minus any funds received from the state or from the student's resident system.<sup>2</sup>~~

3 ~~Non-resident students shall make application at least two (2) weeks prior to the first day of~~  
school. <sup>3</sup> ~~The Director of Schools/designee shall provide non-resident students notice of~~  
eligibility for re-enrollment by the end of the school year.

26 ~~4. Non-resident students must make application at least two weeks prior to the first day of~~  
27 ~~school.<sup>3</sup> Request for transfers at other times will be approved only by joint agreement~~  
28 ~~between respective Boards and when the transfer is in the best interest of the student.~~  
29 ~~Application forms will be provided to the parent/guardian by the Cumberland County~~

1 ~~director of schools.~~

2 4. Requests from students from adjoining states to attend school shall be considered on a  
3 case-by-case basis. <sup>4</sup>

4 5. ~~When accepted at a specific school, future enrollment will be reviewed, by the principal and  
5 director of schools, on an annual basis to approve or deny continued enrollment.  
6 Parents/Guardians will be required to reapply on an annual basis, and subsequent year  
7 attendance may be terminated when it adversely impacts the school population or class  
8 structure.~~

9 6. 5. Students who become residents of Cumberland County will be refunded any unused  
10 portion of the tuition on a pro-rata basis.

11 7. 6. When payment is not made on all or any part of the required tuition for a previous year, the  
12 student(s) shall be excluded from future attendance until all prior and current tuition is  
13 paid.

14 8. If an employee of this school district has a residence outside the school district, his/her  
15 children may be allowed to attend if the appropriate tuition requirements are met. <sup>5</sup>

16 ~~Students requiring services that are in addition to the regular education program at the time of  
17 application for attendance or when such services are required following application may attend or  
18 continue attendance only under the following additional conditions:~~

19 a. ~~The Board of Education for the resident system must agree to assume the cost of any current  
20 or future additional services for the applicant student while attending Cumberland County  
21 schools.~~

22 b. ~~Parent/Guardian is responsible for obtaining this agreement from the resident system.  
23 Agreement will be a part of the initial attendance application.~~

24 c. ~~Without this agreement, attendance in Cumberland County Schools will not be approved  
25 nor continued.~~

26 ~~This policy does not circumvent nor replace the attendance regulations regarding non-resident  
27 students with disciplinary, drug, or weapons offenses in other school systems.~~

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Legal References

1. TCA 49-6-3104;  
~~FRR/MS 0520-01-03-.03(11)(f)-(i)~~
2. TCA 49-6-3003; TCA 49-6-403(f) **Public Acts of  
2022, Chapter No. 709**
3. TCA 49-6-3105

4. TCA 49-6-3108; TCA 49-6-403 (f)
5. TCA 49-6-3113; TCA 49-6-3103; Public Acts of 2022, Chapter No. 709

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Code of Conduct and Discipline</b>	Descriptor Code: <b>6.300</b>	Issued Date: <b>08/26/21</b>
		Rescinds: <b>6.300</b>	Issued: <b>02/27/20</b>

1 The board delegates to the Director of Schools the responsibility of developing specific codes of  
2 behavior and discipline, which are appropriate for each level of school.<sup>1</sup> Codes of conduct for students  
3 in pre-kindergarten and kindergarten shall utilize alternative disciplinary practices such as time-out,  
4 1(one) minute for each year of the student's age. Exclusionary discipline shall only be used as a  
5 measure of last resort.<sup>2</sup> The development of each code shall involve principals and faculty members of  
6 each level and shall be based on evidence-based behavior supports and interventions.<sup>3</sup>

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
8 protect all members of the educational community in the exercise of their rights and duties to maintain  
9 a safe learning environment where orderly learning is possible and encouraged.<sup>4</sup> These misbehaviors  
10 apply to student conduct on school buses, on school property, and while students are on school  
11 sponsored outings. Staff members have the authority to enforce the code of conduct<sup>3</sup> and shall ensure  
12 that disciplinary measures are implemented in a manner that:<sup>5</sup>

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not  
16 allowed in school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and  
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following  
25 trauma-informed discipline practices: RTI<sup>2</sup>B, multi-tiered system of supports, or behavior intervention  
26 plans. Principals shall use appropriate discipline management techniques when enforcing the code of  
27 conduct.

## 28 **MISBEHAVIORS: Level I**

29 This level includes minor misbehavior on the part of the student which impedes orderly classroom  
30 procedures or interferes with the orderly operation of the school, but which can usually be handled by  
31 an individual staff member.

32 *Examples (not an exclusive listing):*

- 1 • Classroom disturbances
- 2 • School or class tardiness
- 3 • Cheating and lying
- 4 • Abusive language
- 5 • Non-defiant failure to do assignments or carry out directions
- 6 • Wearing while on the grounds of a public school during the regular school day, clothing
- 7 that exposes underwear or body parts in an indecent manner that disrupts the learning
- 8 environment<sup>6</sup>
- 9 • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,
- 10 Cyber-bullying, and/or Hazing)

11 *Disciplinary Procedures:*

- 12 • Immediate intervention by the staff member.
- 13 • Determine what offense was committed and its severity.
- 14 • Determine offender and that he/she understands the nature of the offense.
- 15 • Employ appropriate disciplinary options.
- 16 • Record of the offense and disciplinary action maintained by staff member.

17 *Disciplinary Options:*

- 18 • Verbal reprimand
- 19 • Special assignment
- 20 • Restricting activities
- 21 • Assigning work details
- 22 • Counseling
- 23 • Withdrawal of privileges
- 24 • Issuance of demerits which might affect citizenship or department grades
- 25 • Strict supervised study
- 26 • Detention
- 27 • Corporal punishment
- 28 • In-school suspension
- 29 • RTI<sup>2</sup>B, multi-tiered system of supports or behavior intervention plans

30 **MISBEHAVIORS: Level II**

31 Misbehavior whose *frequency* or *seriousness* tends to disrupt the learning climate of the school.  
 32 Included in this level are misbehaviors which do not represent a direct threat to the health and safety of  
 33 others but whose educational consequences are serious enough to require corrective action on the part  
 34 of administrative personnel.

35 *Examples (not an exclusive listing):*

- 36 • Continuation of unmodified Level I behaviors
- 37 • School or class tardiness
- 38 • Using forged notes or excuses

- 1           • Disruptive classroom behavior

2           *Disciplinary Procedures:*

- 3           • Student is referred to principal for appropriate disciplinary action.  
 4           • Principal meets with student and teacher.  
 5           • Principal hears accusation made by teacher, permits student the opportunity of  
 6           explaining his/her conduct.  
 7           • Principal takes appropriate disciplinary action and notifies teacher of action.  
 8           • Record of offense and disciplinary action maintained by principal.

9           *Disciplinary Options:*

- 10          • Teacher/schedule change  
 11          • Modified probation  
 12          • Behavior modification  
 13          • Social probation  
 14          • Peer counseling  
 15          • ~~Referral to outside agency~~  
 16          • In-school suspension  
 17          • Transfer  
 18          • Detention  
 19          • Corporal punishment  
 20          • Suspension from school-sponsored activities or from riding school bus  
 21          • Out-of-school suspension (not to exceed ten (10) days).  
 22          • RTI<sup>2</sup>B, multi-tiered system of supports or behavior intervention plans

24          **MISBEHAVIORS: Level III**

25          Acts directly against persons or property but whose consequences do not seriously endanger the health  
 26          or safety of others in the school.

27          *Examples (not an exclusive listing):*

- 28          • Continuation of unmodified Level I and II behaviors  
 29          • Fighting (simple)  
 30          • Vandalism (minor)  
 31          • Use, possession, sale, and/or distribution of tobacco, ~~drugs~~, and/or alcohol  
 32          • ~~Use, possession, sale or distribution of drug paraphernalia~~  
 33          • ~~Use, sale, distribution and/or being under the influence of drugs~~  
 34          • Stealing  
 35          • Threats to others  
 36          • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,  
 37          Cyber-bullying, and or Hazing)

1 *Disciplinary Procedures:*

- 2 • Student is referred to principal for appropriate disciplinary action.
- 3 • Principal meets with student and teacher.
- 4 • Principal hears accusation and allows the student the opportunity to explain his/her
- 5 conduct.
- 6 • Principal takes appropriate disciplinary action and notifies the staff member of the
- 7 action.
- 8 • Principal may refer incident to director of schools and make recommendations for
- 9 consequences.
- 10 • If student's program is to be changed, adequate notice shall be given to the student and
- 11 his/her parents/guardian(s) of the charges against him, his/her right to appear at a
- 12 hearing and to be represented by a person of his/her choosing.
- 13 • Any change in school assignment is appealable to the Board.
- 14 • Record of offense and disciplinary action maintained by principal or Director of
- 15 Schools.

16 *Disciplinary Options:*

- 17 • In-school suspension
- 18 • Detention
- 19 • Corporal punishment
- 20 • Restitution from loss, damage or stolen property
- 21 • Out-of-school suspension not to exceed ten (10) days
- 22 • Social adjustment classes
- 23 • Transfer
- 24 • ~~Expulsion~~ [Alternative School](#)
- 25 • RTI<sup>2</sup>B, multi-tiered system of supports or behavior intervention plans

26 **MISBEHAVIORS: Level IV**

27 Acts which result in violence to another's person or property or which pose a threat to the safety of

28 others in the school. These acts are so serious that they usually require administrative actions which

29 result in the immediate removal of the student from the school, the intervention of law enforcement

30 authorities and/or action by the Board.

31 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school

32 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or

33 death to another person.<sup>7</sup>

34 *Examples (not an exclusive listing):*

- 35 • Unmodified Level I, II and III behaviors
- 36 • Death threat (hit list)
- 37 • Extortion
- 38 • Bomb threat

- 1 • Possession/use/transfer of dangerous weapons \*
- 2 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 3 employee of the school, or a school resource officer\*
- 4 • Aggravated Assault \*
- 5 • Vandalism
- 6 • Theft/possession/sale of stolen property
- 7 • Arson
- 8 • Possession of unauthorized substances (i.e. any controlled substance, controlled
- 9 substance analogue, or legend drug)\*
- 10 ~~• Use/transfer of unauthorized substances~~
- 11 • Use, possession, sale or distribution of drug paraphernalia
- 12 • Use, sale, distribution and/or being under the influence of drugs
- 13 • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,
- 14 Cyber-bullying, and/or Hazing)
- 15 • Electronic threat to cause bodily injury or death to another student or school employee\*
- 16 • Unauthorized possession of a firearm\*

#### 17 *Disciplinary Procedures:*

- 18 • Principal confers with appropriate staff members and with the student.
- 19 • Principal hears accusations and permits offender opportunity to explain his/her conduct.
- 20 • Parents/guardians are notified.
- 21 • Law enforcement officials are contacted.
- 22 • Incident is reported and recommendations made to the Director of Schools.
- 23 • The principal notifies the staff members of the resolution.
- 24 • If the student's placement is to be changed, adequate notice of the charges shall be
- 25 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 26 disciplinary hearing.

#### 27 *Disciplinary Options*

- 28 • Expulsion
- 29 • Alternative schools
- 30 ~~• Other hearing authority or Board action which results in appropriate placement~~
- 31 • RTI<sup>2</sup>B, multi-tiered system of supports or behavior intervention plans

32 \*Expulsion/Remand for a period of not less than one (1) calendar year subject to modification by the  
33 Director of Schools on a case-by-case basis.

#### 34 **ADDITIONAL GUIDELINES:**

- 35 • A student shall not be suspended solely because charges are pending against him/her in
- 36 juvenile or other court.
- 37 • A principal shall not impose successive short term suspensions that cumulatively
- 38 exceed ten (10) days for the same offense.<sup>3</sup>

- 1                   • A teacher or other school official shall not reduce or authorize the reduction of a  
2 student's grade because of discipline problems except in deportment or citizenship.  
3                   • A student shall not be denied the passing of a course or grade promotion solely on the  
4 basis of absences except as provided by board policy.  
5                   • A student shall not be denied the passing of a course or grade promotion solely on the  
6 basis of failure to:  
7                   ○ pay any activity fee;  
8                   ○ pay a library or other school fine; or  
9                   ○ make restitution for lost or damaged school property.

\* Zero tolerance offences

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Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008

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Cross References

Traffic and Parking Controls 3.403  
 Procedural Due Process 6.302  
 Student Discrimination, Harassment, Bullying,  
 Cyber-bullying, and Intimidation 6.304  
 Title IX & Sexual Harassment 6.3041  
 Interference/Disruption of School Activities 6.306  
 Bus Safety and Conduct 6.308  
 Zero Tolerance Offenses 6.309  
 Dress Code 6.310  
 Corporal Punishment 6.314  
 Detention 6.315  
 Suspension 6.316  
 Safe Relocation of Students 6.4081

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Reporting Child Abuse</b>	Descriptor Code: <b>6.409</b>	Issued Date: <b>10/22/20</b>
		Rescinds: <b>6.409</b>	Issued: <b>12/05/19</b>

## 1 General

2  
3 The Director of Schools shall;<sup>1</sup>

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

10 The Coordinator shall assist any employee with appropriately reporting and responding to instances of

11 child abuse or child sexual abuse.

## 12 REPORTING

13 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.<sup>3</sup> If personnel

14 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed

15 immediately with the Coordinator, the Department of Children’s Services (DCS), and law

16 enforcement.<sup>4</sup> When alleged abuse involves someone employed by, previously employed by, or

17 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement

18 prior to notifying the Coordinator.<sup>5</sup>

19 The report shall include to the extent known by the reporter:<sup>5</sup><sup>6</sup>

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

26 The Director of Schools/designee shall develop reporting procedures, including sample indicators of

27 abuse and neglect, and shall disseminate the procedures to all school personnel.

## 28 CONFIDENTIALITY

29 District employees shall keep all information regarding any child abuse confidential in accordance

30 with state law.

## 1 INVESTIGATIONS

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

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### Legal References

1. ~~H.B. 2461, 111<sup>th</sup> Tenn. Gen. Assembly (2020);~~  
TCA 49-6-1601
2. TCA 37-1-408 **Public Acts, Chapter No.841**
3. TCA 37-1-403(a)(1) TCA 37-1-412; TCA 37-1-602;  
TCA 37-1-605(a)(4)
4. ~~TCA 37-1- 403(a)(2) H.B. 2461, 111<sup>th</sup> Tenn. Gen.~~  
~~Assembly (2020) TCA 49-6-1601~~
5. ~~TCA 37-1-403(b)~~ **Public Acts of 2022, Chapter No.**  
**781**
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

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### Cross References

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

# Cumberland County Board of Education

368 Fourth Street, Crossville, TN 38555

## Section 1

Due to the fact that these additions, remodels or construction projects when completed become the sole responsibility and liability of Cumberland County Schools, all projects must be reviewed by the Building and Grounds committee and approved by the full Board of Education

Date August 3, 2022

School Name Homestead Elementary

Project Name Resurfacing Playground

Project Description Due to ADA regulations, it is imperative that we resurface the playground at Homestead Elementary. Students with disabilities will be able to safely play with a safety foam base.

Estimated Value 125,922.75

Funding Source APR IDEA Preschool/IDEA

## Section 2

Plans, designs, installation information and process for funding must be submitted to the Maintenance Department for review. These documents must include Fire Marshall, Codes Inspectors, Playground Inspectors and Insurance approval as needed.

### Approved by:

Director of Maintenance 

Fire Marshall

Code Inspectors

Playground Inspectors

Insurance Approval

Director of Schools \_\_\_\_\_

Building and Grounds Committee \_\_\_\_\_

Board of Education Approval Date \_\_\_\_\_

**Interquest Detection Canines®**  
(INTERQUEST)  
**(Cumberland County School, Tennessee)**  
(The District)

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of August 2022 through May 2023.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide **20 full** day visits for the contract period (between August 2022 through May 2023). The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each full day visit will be **\$550.00**. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

INTERQUEST shall indemnify DISTRICT, and hold DISTRICT harmless against any and all claims arising from actions and/or damage to persons or personal property caused by INTERQUEST's Detection Canines or the handlers of such Canines, to include any and all costs, attorney fees and liabilities which may be asserted against or required for defense of DISTRICT in the event of such actions and/or damages. DISTRICT shall indemnify INTERQUEST, and hold INTERQUEST harmless against any and all claims arising from action taken by DISTRICT to discipline students or staff members or to refer such matter to law enforcement, as a result of the discovery of any illegal drug on its premises. OTHERWISE, both parties to this contract shall indemnify and hold harmless each other against and from any and all claims arising from acts, negligent or intentional, arising from the performance of this Agreement or by any officer, agent, employee, guest, or invitee of either party, and from all costs, attorney's fees and liabilities incurred in the defense of any claim or any action or proceeding brought thereon.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, Texas Department of Public Safety and the Texas Commission on Private Security, c-05527 and other state regulatory agencies as required..

INTERQUEST DETECTION CANINES® FOR THE SCHOOL: Cumberland County School District

DATE: \_\_\_\_\_

Rocky S. Montgomery  
President – Interquest Detection Canines of Tennessee

# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

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

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

Cumberland County Schools  
368 Fourth Street  
Crossville, TN 38555  
Telephone Number: (931) 484-6135  
Fax Number: (931) 484-6491

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

Upland Design Group, Inc.  
P. O. Box 1026  
362 Industrial Blvd. (38555)  
Crossville, TN 38557  
Telephone Number: 931-484-7541  
Fax Number: 931-484-2351

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

Reroof for Stone Elementary  
Crossville, TN

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

The scope of the project will consist of reroofing Stone Elementary School.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, 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 the professional services set forth in this Agreement 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.

**§ 2.2** 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 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

**.1 General Liability**

\$1,000,000.00

**.2 Automobile Liability**

\$1,000,000.00

**.3 Workers' Compensation**

Yes

**.4 Professional Liability**

\$1,000,000.00

**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 coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. 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.

**§ 3.1.2** 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. 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.

**§ 3.1.3** 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.

**§ 3.2 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 discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 3.4.4.

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

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and 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.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 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.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 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.

§ 3.4.2.4 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.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 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 3.4.2 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.

§ 3.4.3.2 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.

### § 3.4.4 Submittals

§ 3.4.4.1 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 any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 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 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.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

### § 3.4.5 Changes in the Work

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 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; 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 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.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

*(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

N/A

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. 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.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in 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 as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services visits to the site as needed by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

*(Paragraph Deleted)*

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-Six ( 36 ) 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 furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 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 require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 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.

§ 5.6 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.

§ 5.7 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.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 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.

§ 5.10 Within 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, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have 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 current 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 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 when 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 A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. 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 9.6

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the 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 Mediation, 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. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 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.

*(Paragraphs Deleted)*

§ 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.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all 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:

Remaining costs and expenses of current phase of the work

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

To be negotiated

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

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 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 or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of 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 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. However, the Architect's materials shall not include information the Owner has identified in writing as 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 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

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

*(Paragraph Deleted)*

.1 Percentage Basis  
(Insert percentage value)

Five ( 5 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraph Deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, 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.)

N/A

§ 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.)

N/A

§ 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 Twenty percent ( 20 %), or as follows:

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

Design Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Fifty	percent (	50	%)
Construction Phase	Twenty-Five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 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, if any, 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.)

Init.

N/A

**Employee or Category**

**Rate**

**§ 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:

*(Paragraphs Deleted)*

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents for construction

*(Paragraphs Deleted)*

- .9 All taxes levied on professional services and on reimbursable expenses;

*(Paragraphs Deleted)*

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Payments to the Architect**

**§ 11.9.1 Initial Payment**

An initial payment of Zero Dollars (\$ 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.

**§ 11.9.2 Progress Payments**

§ 11.9.2.1 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.)*

1 % Monthly

§ 11.9.2.2 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.

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

N/A

Init.

**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 B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

| *(Paragraph Deleted)*

| *(Paragraphs Deleted)*

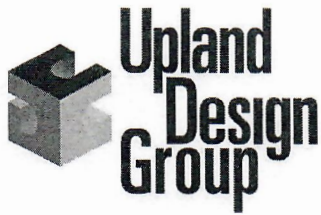
This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
Jim Inman , Board Chairman  
*(Printed name and title)*

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
Kim Allen Chamberlin, President  
*(Printed name, title, and license number, if required)*



P.O. Box 1026  
Crossville, TN 38557  
Ph. 931-484-7541  
[www.uplanddesigngroup.com](http://www.uplanddesigngroup.com)

August 15, 2022

Contract Amendment to B105-2017 Agreement between Owner and Architect dated January 14, 2022.

Added Work Scope:

Upland Design Group will provide full Architectural Services for Phases 2 and 3 of the Electrical Upgrades at North Cumberland Elementary School.

Fee: \$22,500 Lump Sum

Owner

Architect

---

Jim Inman, Board Chairman

---

Kim Allen Chamberlin, President



P.O. Box 1026  
Crossville, TN 38557  
Ph. 931 484-7541  
[www.uplanddesigngroup.com](http://www.uplanddesigngroup.com)

**Project:** Electrical Upgrades at  
North Cumberland Elementary School

**Project No.:** 2121

**To:** Cumberland County BOE  
Crossville, TN

**Date:** 8/16/22

**Attn:**

**CC:**

**Fax:**

**CC:**

Please find the attached as follows:

<b>Copies</b>	<b>Description</b>
2	B105 – 2017 Contract (Owner / Architect) and Contract Amendment

**Message:**

Hello,

Please sign all both copies of the contract. Return one (1) to us at Upland Design Group and retain one (1) for your records.

Thank You,  
Bonnie Threet  
(Administrative Assistant)

# **AIA**® Document B105™ – 2017

## **Standard Short Form of Agreement Between Owner and Architect**

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

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

Cumberland County Schools  
368 Fourth Street  
Crossville, TN 38555  
Telephone Number: (931) 484-6135  
Fax Number: (931) 484-6491

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

Upland Design Group, Inc.  
P. O. Box 1026  
362 Industrial Blvd. (38555)  
Crossville, TN 38557  
Telephone Number: 931-484-7541  
Fax Number: 931-484-2351

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

North Cumberland Elementary Electrical Upgrade  
Crossville, TN

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. 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. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Provide construction documents for the replacement of the main electrical switchboard serving the existing school building and five other existing panels in the building that contain inline fused breakers. New service entrance feeder conductors to the main electrical switchboard will also be included as part of the work scope.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

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.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Lump Sum \$11,900.00

The Owner shall pay the Architect an initial payment of (\$ ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent ( %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid ( ) days after the invoice date shall bear interest from the date payment is due at the rate of percent ( %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

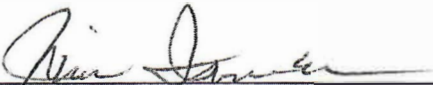
At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond ( ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

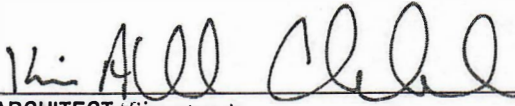
*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

None

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

  
\_\_\_\_\_  
OWNER (Signature)

Jim Inman , Board Chairman  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
ARCHITECT (Signature)

Kim Allen Chamberlin, President  
\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## INTRODUCTION

Our agreement consists of this contract, the appendices, and the additional materials we reference in the attached Appendix 1.

### Guiding principles

---

We strive to operate in accordance with the following principles:

- *We want to work together with America's best physicians to improve the health care experience of our customers.*
- *We respect and support the physician/patient relationship while adhering fairly to the contract for benefits we provide our customers.*
- *Whether a particular treatment is covered under a benefit contract should not determine if the treatment is provided. Physicians and health care professionals should provide the care they believe is necessary regardless of coverage.*
- *You should discuss treatment options with patients regardless of coverage. We encourage that communication.*
- *Physicians should describe any factors that could affect their ability to render appropriate care. Matters such as professional training, financial incentives, availability constraints, religious or philosophical beliefs, and similar matters are all things that a physician should consider discussing with a patient. We encourage these communications. We urge full disclosure.*
- *Fairness and efficiency will govern the ways in which we administer our products. We will make our determinations promptly. Our commitments to our customers will be clear. We will honor our agreements. When it comes to coverage determinations, the language of the benefit contract will take precedence.*

### Next steps

---

Please read this agreement. If you have questions, write to or call:

**UnitedHealthcare - Contract Support**  
**Attention: Imaging Center**  
2300 W Plano Pkwy #C1E105  
Plano, TX 75075-8427

(866) 574-6088

You can visit our website at [www.UHCprovider.com](http://www.UHCprovider.com) for additional details on items described in the agreement. If the agreement is acceptable to you, please sign both of the enclosed copies of the contract, and send both copies to the address above.

## **MEDICAL GROUP CONTRACT** **UnitedHealthcare Community Plan**

UnitedHealthcare Insurance Company is entering into this agreement with you. It is doing so on behalf of itself, UnitedHealthcare of Tennessee, Inc., UnitedHealthcare Plan of the River Valley, Inc., and its other affiliates for certain products and services we offer our customers, all of which we describe in the attached Appendix 2.

This agreement applies to you and to your professional staff (the physicians and other professionals who are your employees, or your independent contractors providing services to your patients, and who are subject to credentialing by us) and the services you provide at the locations in the attached Appendix 4. When this agreement refers to “you”, it also refers to your professional staff. Your professional staff is bound to the same requirements of this agreement as you are. You represent to us that you have the authority to bind your professional staff to this agreement.

### **What you will do**

---

You need to be credentialed in accordance with our Credentialing Plan, as referenced in Appendix 1, for the duration of this agreement.

You must notify us in a timely manner about certain services you provide in accordance with our Administrative Manual so that we can provide our customers with the services we have committed to provide. If you do not so notify us about these services, you will not be reimbursed for the services, and you may not charge our customer.

Within one year of the effective date of this agreement, you must conduct business with us entirely on an electronic basis to the extent that we are able to conduct business electronically (described in the Administrative Manual), including but not limited to determining whether your patient is currently a customer, verifying the customer’s benefit, and submitting your claim. We will communicate enhancements at [www.UHCprovider.com](http://www.UHCprovider.com) as they become available and will make information available to you as to which products are supported by [www.UHCprovider.com](http://www.UHCprovider.com).

You must submit your claims within 90 days of the date of service. After we receive your claim, if we request additional information in order to process your claim, you must submit this additional information within 90 days of our request. If your claim or the additional information is not submitted within these timeframes, you will not be reimbursed for the services, and you may not charge our customer.

You will submit claims only for services performed by you or your staff. Pass through billing is not payable under this agreement and may not be billed to our customer. For laboratory services, you will only be reimbursed for the services that you are certified through the Clinical Laboratory Improvement Amendments (CLIA) to perform, and you must not bill our customers for laboratory services for which you are not certified.

You will submit claims that supply all applicable information. These claims are complete claims. Further information about complete claims is provided in our Administrative Manual.

If you disagree with our payment determination on a claim, you may submit an appeal as described in our Administrative Manual.

You will not charge our customers anything for the services you provide, if those services are covered services under their benefit contract, but the applicable co-pay, coinsurance or deductible amount. If the services you provide are denied or otherwise not paid due to your failure to notify us, to file a timely

claim, to submit a complete claim, to respond to our request for information, or based on our reimbursement policies and methodologies, you may not charge our customer. If the services you provide are denied for reason of not being medically necessary, you may not charge our customer unless our customer has, with knowledge of our determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges. If the services you provide are not covered under our customer's benefit contract, you may, of course, bill our customer directly. You will not require a customer to pay a "membership fee" or other fee in order to access you for covered services (except for co-payments, coinsurance and/or deductibles provided for under the customer's benefit contract) and will not discriminate against any customer based on the failure to pay such a fee.

You will cooperate with our reasonable requests to provide information that we need. We may need this information to perform our obligations under this agreement, under our programs and agreements with our customers, or as required by regulatory or accreditation agencies.

You will refer customers only to other network physicians and providers, except as permitted under our customer's benefit contract, or as otherwise authorized by us or the participating entity.

### **What we will do**

---

We or the other applicable participating entity will promptly adjudicate and pay your complete claim for services covered by our customer's benefit contract. If you submit claims that are not complete,

- You may be asked for additional information so that your claim may be adjudicated; or
- Your claim may be denied and you will be notified of the denial and the reason for it; or
- We may in our discretion attempt to complete the claim and have it paid by us or the other applicable participating entity based on the information that you gave in addition to the information we have.

If governing law requires us to pay interest or another penalty for a failure to pay your complete claim for covered services within a certain time frame, we will follow those requirements. The interest or other penalty required by law will be the only additional obligation for not satisfying in a timely manner a payment obligation to you. In addition, if we completed a claim of yours that was not complete, there shall be no interest or other late payment obligation to you even if we subsequently adjust the payment amount based on additional information that you provide.

The applicable participating entity will reimburse you for the services you deliver that our customer's benefit contract covers. The amount you receive will be based on the lesser of your billed charges or our fee schedule, which is described at Appendix 1 and is subject to the reimbursement (coding) policies and methodologies of us and the participating entities. Our reimbursement policies and methodologies are updated periodically and will be made available to you online or upon request. To request a copy of our reimbursement policies and methodologies, write to UnitedHealthcare - Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427. Your reimbursement is also subject to our rules concerning retroactive eligibility, subrogation and coordination of benefits (as described in the Administrative Manual). We recognize CPT reporting guidelines as developed by the American Medical Association, as well as ICD diagnostic codes and hospital-based revenue codes. Following these guidelines does not imply a right to reimbursement for all services as coded or reported.

Ordinarily, fee amounts listed in the Payment Appendix(ices) are based upon primary fee sources. We reserve the right to use gap-fill fee sources where primary fee sources are not available.

We routinely update our fee schedule in response to additions, deletions and changes to CPT codes by the American Medical Association, price changes for immunizations and injectable medications, and in

response to similar changes (additions and revisions) to other service coding and reporting conventions that are widely used in the health care industry, such as those maintained by the Centers for Medicare and Medicaid Services (for example, HCPCS). Ordinarily, our fee schedule is updated using similar methodologies for similar services. We will not generally attempt to communicate routine maintenance of this nature and will generally implement updates within 90 days from the date of publication.

We will give you 90 days written or electronic notice of non-routine fee schedule changes which will substantially alter the overall methodology or reimbursement level of the fee schedule. In the event such changes will reduce your overall reimbursement under this agreement, you may terminate this agreement by giving 60 days written notice to us, provided that the notice is given by you within 30 days after the notice of the fee schedule change.

If either of us believes that a claim has not been paid correctly, either of us may seek correction of the payment within a 12-month period following the date the claim was paid, except that overpayments as a result of abusive or fraudulent billing practices may be pursued by us beyond the 12-month time frame mentioned above. In the event of an overpayment, we will correct these errors by adjusting future claim payment and/or by billing you for the amount of the overpayment.

### **Your professional staff and Practice Locations**

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You represent to us that all of the members of your professional staff, as of the date you executed this agreement, are listed in Appendix 3. All of the members of your professional staff will participate in our network through this agreement, except in cases in which one of your professional staff is not accepted for participation or is removed from participation under our credentialing program, or removed from participation by us immediately due to that professional being sanctioned by any governmental agency or authority (including Medicare or Medicaid), or having lost a license to provide all or some of the professional services under this agreement, or no longer having hospital admitting privileges in any participating hospital. Your professional staff will cooperate with our credentialing program.

If a new professional joins your professional staff, you will give us 60 days notice and provide the information included in Appendix 3. You will assure that the new professional will promptly submit a credentialing application to us (unless the new professional is already credentialed with us) and cooperate with our credentialing program.

You will assure that a member of your professional staff who has not been approved or is not in good standing under our credentialing program will not provide covered services to our customers. In the event that professional does provide covered services, you will not bill us, our customer, or anyone acting on our customer's behalf for the service, and you will assure that the professional also does not bill for the service.

If a professional leaves your professional staff, you will notify us within ten business days after you become aware that the professional will leave. The notice will include the date that the professional will depart from your professional staff. If you know the future contact information for the professional and whether the professional will continue to practice after leaving your professional staff, you will make reasonable commercial efforts to include that information in the notice and will provide that information to us if we request it.

This agreement applies to your practice locations identified in Appendix 4. If you begin providing services at other locations (either by opening such locations yourself, or by acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with us or one of our affiliates to participate in a network of health care providers), those additional locations will become subject to this agreement 30 days after we receive notice from you.

If you acquire or are acquired by, merged with, or otherwise become affiliated with another provider of health care services that is already under contract with us or one of our affiliates to participate in a network of health care providers, this agreement and the other agreement will each remain in effect and will continue to apply as they did prior to the acquisition, merger or affiliation, unless otherwise agreed to in writing by all parties to those agreements.

If you decide to transfer some or all of your assets to another entity, and the result of the transfer would be that all or some of the services subject to this agreement would be rendered by the other entity rather than by you, you must first request that we approve an assignment of this agreement as it relates to those services and the other entity must agree to assume this agreement.

### **How long our agreement lasts; how it gets amended; and how it can end**

Assuming you are credentialed by us, and we execute this agreement, you will receive a copy from us with the effective date noted below the signature block. It continues until one of us terminates it.

We can amend this agreement or any of the appendices on 90 days written or electronic notice by sending you a copy of the amendment. Your signature is not required to make the amendment effective. However, if you do not wish to continue your participation with our network as changed by an amendment that is not required by law or regulation but that includes a material adverse change to this agreement, then you may terminate this agreement on 60 days written notice to us so long as you send this termination notice within 30 days of your receipt of the amendment.

In addition, this agreement has an initial term of three years, and it will automatically renew after the initial term, for renewal terms of one year each. Either you or we can terminate this agreement, effective at the end of the initial term or effective at the end of any renewal term, by providing at least 90 days prior written notice. Either you or we can terminate this agreement at any time if the other party has materially breached this agreement, by providing 60 days written notice, except that if the breach is cured before our agreement ends, the agreement will continue.

Either of us can immediately terminate this agreement if the other becomes insolvent or has bankruptcy proceedings initiated.

Finally, we can immediately terminate this agreement if any governmental agency or authority (including Medicare or Medicaid) sanctions you.

We both agree that termination notices under this agreement must be sent by certified mail, return receipt requested, to UnitedHealthcare - Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427, or to the post office address you provided us. We both will treat termination notices as "received" on the third business day after they are sent.

### **About data and confidentiality**

We agree that your medical records do not belong to us. You agree the information contained in the claims you submit is ours. We both will protect the confidentiality of our customers' information in accordance with applicable state and federal laws, rules, and regulations.

We are both prohibited from disclosing to third parties any fee schedule or rate information. There are three exceptions:

- You can disclose to our customer information relating to our payment methodology for a service the customer is considering (e.g., global fee, fee for service), but not specific rates (unless for purposes of benefit administration).

- We and the participating entities may use this information to administer our customers' benefit contracts and to pay your claims. We also may permit access to information by auditors and other consultants who need the information to perform their duties, subject to a confidentiality agreement.
- We both may produce this information in response to a court order, subpoena or regulatory requirement to do so, provided that we use reasonable efforts to seek to maintain confidential treatment for the information, or to a third party for an appropriate business purpose, provided that the disclosure is pursuant to a confidentiality agreement and the recipient of the disclosure is not a competitor of either of us.

### **What if we do not agree**

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The parties will work together in good faith to resolve any and all disputes between them ("Disputes") following the dispute procedures set out in our Administrative Manual. Disputes may include, but not be limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which you are acting as the assignee of one or more customer. In such cases, these procedures will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by you before you may invoke any right to arbitration under this section.

For Disputes regarding payment of claims, a party must have timely initiated and completed the claim reconsideration and appeal process as set forth in the Administrative Manual in order to initiate the Dispute process.

If the parties are unable to resolve any Dispute within 60 days after notice, either party may submit the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA"). The arbitrators will use the AAA Healthcare Payor Provider Arbitration Rules, as amended. However, if a case involves a Dispute in which a party seeks an award of \$1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used. The arbitrator(s) will be selected from the AAA National Healthcare Roster or the AAA's National Roster of Arbitrators. Unless otherwise agreed in writing, arbitration must be initiated within one year after the date on which written notice of the Dispute was given, or any appeal process described in the Administrative Manual, whichever is later. If arbitration is not initiated in that time frame, the right to pursue the Dispute in any forum is waived.

Any arbitration proceeding under this Agreement will be conducted in Davidson County, Tennessee. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would be contrary to the terms of this Agreement and require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from this provision of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this provision. While the arbitration remains pending, the termination for breach will not take effect.

This provision will survive any termination of this Agreement.

### **What is our relationship to one another**

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You are an independent contractor. This means we do not have an employer-employee, principal-agent, partnership, joint venture, or similar arrangement. It also means that you make independent health care treatment decisions. We do not. We do not reserve any right to control those treatment decisions. It further means that each of us is responsible for the costs, damages, claims, and liabilities that result from our own acts.

You will look to the applicable participating entity for reimbursement for the products and services under our agreement. This means that we are not financially responsible for claims payment for groups that are self-funded or that are not affiliated with us.

We may assign this agreement to any entity that is an affiliate of UnitedHealthcare Insurance Company at the time of the assignment.

### **This is it**

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This contract, the appendices and the items referenced in the attached Appendix 1, constitute our entire understanding. It replaces any other agreements or understandings with regard to the same subject matter - - oral or written - - that you have with us or any of our affiliates.

Federal law and the applicable law of the jurisdiction where you provide health care services govern our agreement. Such laws and the rules and regulations promulgated under them, when they are applicable, control and supersede our agreement. The Regulatory Appendix referenced in Appendix 1, and any attachment to it, is expressly incorporated to govern our agreement and is binding on both of us. In the event of any inconsistent or contrary language between the Regulatory Appendix (when it applies) and any other part of our agreement, including but not limited to appendices, amendments and exhibits, the Regulatory Appendix will control.

**Conclusion**

If you agree with these terms, please execute both copies of the agreement below and return them to us. With your signature, you confirm you understand the contract, including the dispute resolution procedures described in the section of this agreement entitled "What if we do not agree", the appendices and the items referenced in the attached Appendix 1.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.**

**AGREED BY:**

**Medical Group  
(print):**

Address to be used for giving notice under the agreement:

Cumberland County  
Board Of Education

Signature:

Street : 368 FOURTH ST

Print Name and Title:

City : CROSSVILLE

DBA (if applicable):

State: TN

Date:

Zip Code: 38555

Email:

TIN: 626000551

National Provider Identification (NPI) Number:

1427300995

**UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of Tennessee, Inc., UnitedHealthcare Plan of the River Valley, Inc., and its other affiliates, as signed by its authorized representative:**

Signature:

Print Name:

Title:

Date:

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For office use only:

Deal Number: 33279472

Month, day and year in which agreement is first effective:

## Appendix 1

We include as part of our agreement the following additional materials that bind you and us:

<b>Appendix 2</b>	<p><b>Definitions, Products and Services</b></p> <p>This appendix sets forth definitions for our “customer” and “participating entities” as well as lists the type of benefit contracts offered to our customers.</p>
<b>Payment Appendices</b>	<p><b>Fee Information Document includes:</b> Fee Specifications Document, Fee Schedule Sample, and Additional Information About Your Fee Schedule. Further information about the fee schedule (such as additional fee samples) can be requested by writing to UnitedHealthcare - Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427 or through our website at <a href="http://www.UHCprovider.com">www.UHCprovider.com</a>.</p>
<b>Appendix 3</b>	<p>This document provides information about the members of your professional staff.</p>
<b>Appendix 4</b>	<p>This document provides information about your practice locations.</p>
<b>State Regulatory Requirements Appendix</b>	<p>In some instances, states add requirements to our agreement that are set forth in this appendix.</p>
<b>Medicare Regulatory Requirements Appendix</b>	<p>(This appendix applies only if you are in our Medicare network.)</p> <p>Your participation in our network for customers with Medicare benefit contracts is subject to additional Medicare requirements set forth in this appendix.</p>
<b>Medicaid and/or CHIP Regulatory Requirements Appendix(ices)</b>	<p>(These appendix(ices) apply only if you are in our Medicaid and/or CHIP network.)</p> <p>Your participation in our network for customers with Medicaid or CHIP benefit contracts is subject to additional requirements set forth in these appendix(ices).</p>
<b>Administrative Manual</b>	<p>For the benefit contracts for which you may provide covered services under this agreement, you are subject to additional requirements of one or more provider manuals (“Administrative Manuals”). When this Agreement refers to protocols or reimbursement policies, it is also referring to the Administrative Manuals.</p> <p>For benefit contracts subject to a particular Administrative Manual, the Administrative Manual controls if it conflicts with a provision of this Agreement. However, the Administrative Manual does not control where it conflicts with applicable statutes and regulations. The Administrative Manuals will be made available to you on a designated website and upon request. The names of the Administrative Manuals, the websites to view and download them, and the benefit contracts to which they apply, are listed in Table 1 below. We may change the location of a website or the customer identification card identifier used to identify customers subject to a given Administrative Manual; if we do so, we will inform you.</p>

We may make changes to the Administrative Manuals or other administrative protocols upon 30 days electronic or written notice to you.

**Table 1.**

<b>Type of Benefit Contract</b>	<b>Description of Applicable Administrative Manual</b>	<b>Website</b>
Tennessee Medicaid Benefit Contracts	UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Provider Manual for Medicaid	<a href="http://www.UHCprovider.com">www.UHCprovider.com</a>
Tennessee CoverKids Benefit Contracts	UnitedHealthcare Community Plan of Tennessee Provider Manual	<a href="http://www.UHCprovider.com">www.UHCprovider.com</a>

**Credentialing Plan**

To review our credentialing plan, visit [www.UHCprovider.com](http://www.UHCprovider.com).

This plan requires your professional staff to be covered by malpractice insurance in amounts with carriers and on terms and conditions that are customary for professionals like them in your community. To request access to, or a copy of, our credentialing plan, write to UnitedHealthcare - Contract Support, Attention: Imaging Center, 2300 W Plano Pkwy #C1E105, Plano, TX 75075-8427.

## **Appendix 2 Definitions, Products and Services**

**Section 1. Customer.** Individuals who are enrolled in benefit contracts insured or administered by us or any participating entity are included in our use of the phrase “customer” in this agreement.

**Section 2. Participating entities.** The following entities have access to our agreement:

- UnitedHealthcare Insurance Company and its affiliates
- Groups receiving administrative services from UnitedHealthcare Insurance Company or its affiliates or that have arranged for network access through an entity that has contracted with UnitedHealthcare Insurance Company or one of its affiliates.

**Section 3. Products and services.**

- a. We may allow participating entities to access your services under this agreement for the benefit contract types described in each line item below, unless otherwise specified in section 3b of this Appendix 2:
- b. This agreement does not apply to benefit contracts other than those described in section 3a, above.

*Note: Excluding certain benefit contracts or programs from this agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for your participation in a network for such benefit contracts or programs.*

**Section 4. Definitions:**

Note: We may adopt a different name for a particular benefit contract, and/or may modify information referenced in the definitions in this Appendix 2 regarding customer identification cards. If that happens, section 3a or section 3b of this Appendix will continue to apply to those benefit contracts as it did previously, and we will provide you with the updated information. Additionally, we may revise the definitions in this Appendix 2 to reflect changes in the names or roles of our business units, provided that doing so does not change your participation status in benefit contracts impacted by that change, and further provided that we provide you with the updated information.

### **Payment Appendix – Tennessee Medicaid for Physicians**

#### **Tennessee Medicaid Fee Information Document for Physicians: TN 9126A**

This Payment Appendix applies to covered services rendered by you to customers covered by Tennessee Medicaid Benefit Contracts, as described in this agreement.

#### **Payment Appendix – Tennessee Medicaid for Non-Physician Professionals**

#### **Tennessee Medicaid Fee Information Document for Non-Physician Professionals: TN 9126A**

This Payment Appendix applies to covered services rendered by you to customers covered by Tennessee Medicaid Benefit Contracts, as described in this agreement.

You will list the non-physician professional as the provider of service on claims when the non-physician professional provides a service to a customer. In the event that both a non-physician professional and a physician provide services to the same customer during the same encounter, then, subject to applicable reimbursement policies (for example the anesthesia reimbursement policy), either but not both the non-

physician professional or the physician may bill as the provider of service on the claim in accordance with CMS.

### **Payment Appendix – Tennessee CoverKids for Physicians**

#### **Applicability**

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by Tennessee CoverKids Benefit Contracts, as described in this agreement.

#### **Payment for Covered Services**

Payer will pay claims for covered services according to the lesser of your customary charge or the applicable fee schedule, and in accordance with payment policies.

**Tennessee CoverKids Fee Information Document for Physicians: TN 9126A**

### **Payment Appendix –Tennessee CoverKids for Non-Physician Professionals**

#### **Applicability**

The provisions of this Payment Appendix apply to covered services rendered by you to customers covered by Tennessee CoverKids Benefit Contracts, as described in this agreement.

#### **Payment for Covered Services**

Payer will pay claims for covered services according to the lesser of your customary charge or the applicable fee schedule, and in accordance with payment policies.

**Tennessee CoverKids Fee Information Document for Non-Physician Professionals: TN 9126A**

You will list the non-physician professional as the provider of service on claims when the non-physician professional provides a service to a customer. In the event that both a non-physician professional and a physician provide services to the same customer during the same encounter, then, subject to applicable reimbursement policies (for example the anesthesia reimbursement policy), either but not both the non-physician professional or the physician may bill as the provider of service on the claim in accordance with CMS.

### **Appendix 3 Professional Roster**

**IMPORTANT NOTE:** You acknowledge your obligation under the agreement to notify us of any change in your professionals. Failure to do so may result in denial of claims or incorrect payment.

You represent that you have provided us with a Professional Roster that includes all of the following data elements for the physicians and other professionals on your staff:

- Name of Professional (first name, middle initial, last name)
- Degree (MD, DO, NP, PA, other)
- Gender (M/F)
- Provider Specialty(ies) (primary, secondary, additional specialties)
- Willing to be listed/assigned as a Primary Care Professional "PCP" (Y/N)
- State License Number
- Medicaid ID Number
- NPI Number
- Foreign Language(s)
- Admitting Hospital(s)

If any data element is not applicable to a specific professional, you will indicate "not applicable" in the appropriate field. Acceptable formats include in writing, electronically in Excel, ANSI, or text (comma delineated) formats.

**Appendix 4  
Your Practice Locations**

Medical Group attests that this Appendix identifies all services and locations covered under this Agreement.

BILLING ADDRESS
All sites of service billing under all TINs listed in Appendix 4 must be included as par providers.

Practice Name Cumberland County Board Of Education

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Street Address 368 Fourth St

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City Crossville State TN Zip 38555

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Tax ID Number (TIN) 626000551

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National Provider ID (NPI) Number 1427300995

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**PRACTICE LOCATIONS (complete one for each service location)**

Primary Practice Location Address:	Address: 368 FOURTH ST		
	City: CROSSVILLE	State: TN	Zip: 38555
	Tel #: (423) 622-1551	Fax #: (877) 856-7133, (423) 622-1556	
Billing Address:	Address: PO BOX 8114		
	City: CHATTANOOGA	State: TN	Zip: 37414
	Tel #: (423) 622-1551	Fax #: (877) 856-7133, (423) 622-1556	

Additional Service Location Address:	Address: 368 FOURTH ST		
	City: CROSSVILLE	State: TN	Zip: 38555
	Tel #: (423) 622-1551	Fax #: (877) 856-7133, (423) 622-1556	
Billing Address:	Address: PO BOX 8114		
	City: CHATTANOOGA	State: TN	Zip: 37414
	Tel #: (423) 622-1551	Fax #: (877) 856-7133, (423) 622-1556	

Mailing Address:	Address:		
	City:	State:	Zip:
	Tel #:	Fax #:	

## TENNCARE PROGRAM

### REGULATORY REQUIREMENTS APPENDIX

(Division of TennCare Required Language - Provider Agreements)

#### PROVIDER

**THIS TENNCARE PROGRAM REGULATORY REQUIREMENTS APPENDIX** (this “Appendix”) supplements and is made part of the provider agreement (the “Agreement”) between UnitedHealthcare Insurance Company or one of its Affiliates and the party named in the Agreement (“Provider”).

#### SECTION 1 APPLICABILITY

The requirements of this Appendix apply to State of Tennessee Medicaid Program benefit plans sponsored, issued or administered by **UnitedHealthcare Plan of the River Valley, Inc.** and Affiliates (referred to in this Appendix as “United”) under the TennCare program (“TennCare”) as governed by the State’s designated regulatory agencies. Effective January 1, 2021, the requirements of this Appendix (unless otherwise specified below) shall also apply to CoverKids. In the event of a conflict between this Appendix and other appendices or any provision of the Agreement, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State, Provider agrees that United shall be permitted to unilaterally initiate such additions, deletions or modifications through an amendment to the Provider’s Agreement.

#### SECTION 2 DEFINITIONS

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Agreement. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Agreement is inconsistent with any definitions under the applicable CRA, the definitions shall have the meaning set forth under the applicable CRA.

- 2.1 Abuse:** Provider practices that are inconsistent with sound fiscal, business or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program (see 42 CFR 455.2).
- 2.2 Affiliate:** Those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company. For purposes of this Appendix and Agreement, such Affiliates may be referred to as UnitedHealthcare Plan of the River Valley, Inc., UPRV, River Valley Plan and UnitedHealthcare Community Plan.
- 2.3 Division of TennCare:** The division of the Tennessee Department of Finance and Administration (the single state Medicaid agency) that administers TennCare. For the purposes of the State Contract, the Agreement and this Appendix, Division of TennCare shall mean the State of Tennessee and its representatives.

- 2.4 Care Coordinator:** The individual who has primary responsibility for performance of care coordination activities for a TennCare Covered Person receiving Long-Term Services and Supports as specified in this Appendix and meets the qualifications specified in the CRA.
- 2.5 Support Coordinator:** The individual who has primary responsibility for support coordination activities for a TennCare Covered Person receiving Employment and Community First (ECF) CHOICES services as specified in this Appendix and meets the qualifications specified in the CRA. In the case of ECF CHOICES Groups 7 and 8, certain Support Coordination activities shall be performed by the Integrated Support Coordination Team, as defined in the CRA.
- 2.6 Independent Support Coordinator:** The individual who has primary responsibility for support coordination activities, including assistance in developing a PCSP, for a TennCare Covered Person receiving HCBS pursuant to a Section 1915(c) waiver.
- 2.7 Contractor Risk Agreement (CRA) or State Contract:** The agreement between United and Division of TennCare regarding requirements for operation and administration of the managed care TennCare program, including CHOICES and/or Employment and Community First (ECF) CHOICES, for the purpose of providing and paying for Covered Services to Covered Persons enrolled in TennCare.
- 2.8 Covered Person:** A person who has been determined eligible for TennCare or CoverKids and who has been enrolled with United for the provision of Covered Services under TennCare or CoverKids. A Covered Person may also be referred to as an Enrollee, Member, Customer or Patient under the Agreement. For purposes of Section 4.15, and missed visits of home health services in Section 4.15(c), “Covered Person” means not only (1) the Covered Person, (2) the Covered Person’s parent, or (3) the Covered Person’s legal guardian, but also a person who has a close, personal relationship with the Covered Person and is routinely involved in providing unpaid support and assistance to them.
- 2.9 Covered Services:** The package of health care services, including physical health, behavioral health, and Long-Term Services and Supports, that define the covered services or benefits available to TennCare or CoverKids Enrollees enrolled with United pursuant to the State Contract.
- 2.10 CoverKids:** The State Child Health plan under Title XXI of the Social Security Act State Children’s Health Insurance Program.
- 2.11 Fraud:** An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable federal or state law (see 42 CFR 455.2).
- 2.12 Home and Community-Based Services (HCBS):** Services that are provided pursuant to a Section 1915(c) waiver or the CHOICES or ECF CHOICES program as an alternative to long-term care institutional services in a nursing facility or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or to delay or prevent placement in a nursing facility. HCBS may also include optional or mandatory services that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, including home health or private duty nursing. However, only CHOICES, ECF CHOICES and Section 1915(c) waiver HCBS are eligible for Consumer Direction. CHOICES, ECF CHOICES and Section 1915(c) waiver HCBS do not include home health or private duty nursing services or any other HCBS that are covered by Tennessee’s Title XIX state plan or under the TennCare demonstration for all eligible enrollees, although home health and private duty nursing services are subject to estate recovery and shall be counted for purposes of determining whether a CHOICES member’s needs can be safely met in the community within his or her individual cost

neutrality cap. The cost of home health and private duty nursing shall also be counted against the member's Expenditure Cap for members in ECF CHOICES Group 6 who are granted an exception to the Expenditure Cap based on exceptional medical and/or behavioral needs, and for members enrolled in ECF CHOICES Groups 7 and 8 who also have an Expenditure Cap based on comparable cost of institutional care.

- 2.13 Individual Program Plan (IPP):** The plan for individuals with intellectual disabilities in intermediate care facilities, developed by the facility's interdisciplinary team, which includes opportunities for individual choice and self-management and identifies: the discrete, measurable, criteria-based objectives the individual is to achieve; and the specific individualized program of specialized and generic strategies, supports, and techniques to be employed. The IPP must be directed toward the acquisition of the behaviors necessary for the individual to function with as much self-determination and independence as possible, and the prevention or deceleration of regression or loss of current optimal functional status.
- 2.14 Person Centered Support Plan (PCSP):** The plan for individuals receiving HCBS pursuant to CHOICES, ECF CHOICES, or a Section 1915(c) waiver developed by a Support Coordinator, or with assistance of an Independent Support Coordinator, in accordance with person-centered planning requirements set forth in federal regulation, and in TennCare policies and protocols, using a person-centered planning process that accurately documents the member's strengths, needs, goals, lifestyle preferences and other preferences and outlines the services and supports that will be provided to the member to help them achieve their preferred lifestyle and goals.
- 2.15 Long-Term Services and Supports (LTSS):** Medical and/or personal care and supportive services needed by individuals who have lost some capacity to perform activities of daily living, such as bathing, dressing, eating, transfers, and toileting, and/or activities that are essential to daily living, such as housework, preparing meals, taking medications, shopping, and managing money. Long-Term Services and Supports are provided under the CHOICES, ECF CHOICES, 1915(c) HCBS Waivers, PACE program, and to individuals in ICF/IIDs, of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.
- 2.16 Medical Records:** All medical, behavioral health, and Long-Term Services and Supports histories; records, reports and summaries; diagnoses; prognoses; records of treatment and medication ordered and given; X-ray and radiology interpretations; physical therapy charts and notes; lab reports; other individualized medical, behavioral health, and Long-Term Services and Supports documentation in written or electronic format; and analyses of such information.
- 2.17 Patient Liability:** The amount of a Covered Person's income, as determined by the Division of TennCare, to be collected each month to help pay for the Covered Person's Long-Term Services and Supports.
- 2.18 Provider Manual:** The TennCare Program Provider Manual is the administrative guide for providers that includes additional information, protocols and United policies. The Provider Manual is available on the website at [www.uhccommunityplan.com](http://www.uhccommunityplan.com).
- 2.19 Reportable Event:** An event that is classified as Tier 1 or Tier 2, or Additional Reportable Events, as defined by TennCare, that must be reported to United and DIDD, as specified by TennCare, pursuant to Section A.2.15.7 of the CRA.
- 2.20 State:** The State of Tennessee, including, but not limited to, any entity or agency of the state, such as the Tennessee Department of Finance and Administration, the Office of Inspector

General, the Division of TennCare, the Tennessee Bureau of Investigation, Medicaid Fraud Control Unit, the Tennessee Department of Mental Health and Substance Abuse Services, Tennessee Department of Intellectual and Developmental Disabilities (DIDD), the Tennessee Department of Children's Services, the Tennessee Department of Health, the Tennessee Department of Commerce and Insurance, and the Office of the Attorney General or any other designated regulatory agencies.

- 2.21 State Contract or Contractor Risk Agreement (CRA):** The agreement between United and Division of TennCare regarding requirements for operation and administration of the managed care TennCare program, including CHOICES, ECF CHOICES and CoverKids, for the purpose of providing and paying for Covered Services to Covered Persons enrolled in TennCare. The CRA is available to the Provider on the Division of TennCare website.
- 2.22 TennCare or TennCare Program:** The program administered by the Division of TennCare, as designated by the State and the Centers for Medicare and Medicaid Services (CMS), pursuant to Title XIX of the Social Security Act and the Section 1115 research and demonstration waiver granted to the State of Tennessee and any successor programs. For purposes of this Appendix, references to TennCare or the TennCare Program shall include CoverKids unless otherwise specified.
- 2.23 TennCare Kids (EPSDT):** The Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) service is Medicaid's comprehensive and preventive child health program for individuals under the age of 21. EPSDT was defined by law as part of the Omnibus Budget Reconciliation Act of 1989 (OBRA '89) legislation and includes periodic screening, vision, dental, and hearing services. In addition, Section 1905(r)(5) of the Social Security Act (the Act) requires that any medically necessary health care service listed at Section 1905(a) of the Act be provided to an EPSDT recipient even if the service is not available under the State's Medicaid plan to the rest of the Medicaid population. The federal regulations of EPSDT are in 42 CFR Part 441, Subpart B. In accordance with the CoverKids State Plan and Division of TennCare rules and regulations, EPSDT shall not apply to CoverKids Members.
- 2.24 Tennessee Health Link:** The State defines Tennessee Health Link as a team of professionals associated with a mental health clinic or other behavioral health provider who provides whole-person, patient-centered, coordinated care for an assigned panel of Covered Persons with behavioral health conditions. Covered Persons who would benefit from Tennessee Health Link will be identified based on diagnosis, health care utilization patterns, or functional need. They will be identified through a combination of claims analysis and provider referral. Specific requirements for Providers that are Tennessee Health Link Providers are noted herein.
- 2.25 Waste:** The overutilization, underutilization, or other misuse of resources that result in unnecessary costs to the Medicaid program, such as providing services that are not medically necessary.

### **SECTION 3 PROVIDER REQUIREMENTS**

The TennCare program, through contractual requirements and federal and State statutes and regulations, requires the Agreement to contain certain conditions that United and Provider agree to undertake, which include the following:

- 3.1 Provision of Covered Services.** Provider may not refuse to provide Medically Necessary or preventive Covered Services to a child under the age of twenty-one (21) or other Covered Persons for non-medical reasons. Provider is not required to accept or continue treatment of a patient

with whom Provider feels he or she cannot establish and/or maintain a professional relationship. Provider shall follow the applicable CRA's requirements for the provision of Covered Services. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be made on an individualized basis and in accordance with the following definitions:

- i) **Emergency Medical Condition**: A physical or behavioral condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following (1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.
- ii) **Emergency Services**: Covered Services (inpatient and outpatient) that are as follows: (1) furnished by a provider that is qualified to furnish these services; and (2) needed to evaluate or stabilize an emergency medical condition. United shall provide coverage for an Emergency Medical Condition and any necessary Emergency Services, and Emergency Services shall be rendered by Provider without a requirement of prior authorization of any kind.
- iii) **Medically Necessary**: Shall be defined by Tennessee Code Annotated, Section 71-5-144, and shall describe a medical item or service that meets the criteria set forth in that statute. The term "medically necessary", as defined by Tennessee Code Annotated, Section 71-5-144, applies to TennCare enrollees. Implementation of the term "medically necessary" is provided for in regulations at 1200-13-16, consistent with the statutory provisions, which control in case of ambiguity. No enrollee shall be entitled to receive and TennCare shall not be required to pay for any items or services that fail fully to satisfy all criteria of "medically necessary" items or services, as defined either in the statute or in regulations at 1200-13-16.

**3.2 Non-Covered Services.** As specified in section A.2.10 of the CRA, Provider acknowledges and agrees that, except as authorized pursuant to section A.2.6.5 of the CRA, and in accordance with applicable the Division of TennCare rules and regulations at 1200.13.13.10 and 1200.13.14.10, United shall not pay for non-Covered Services.

**3.3 Scope of Practice/Services.** By signing the Agreement, Provider certifies that Provider shall provide to Covered Persons only the Covered Services specified in the Agreement and that such services are within the scope of Provider's professional/technical practice.

**3.4 Medicaid Eligibility; NPI.** Provider must meet applicable minimum requirements for participation in TennCare, including a State Medicaid ID number as required by the Division of TennCare, and as applicable, Provider shall obtain a National Provider Identification Number (NPI). Upon notification from the State that Provider's enrollment in TennCare has been denied or terminated, United must terminate provider immediately and will notify affected Covered Persons that Provider is no longer participating in the network.

**3.5 Accessibility Standards.** Provider shall comply with applicable access requirements, including but not limited to appointments and wait times, established under the CRA, as further described in the Provider Manual.

**3.6 Hours of Operation; Appointments.** Provider shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries. As applicable, Provider will make Covered Services available 24 hours a day, 7 days a week when medically necessary.

**3.7 Hold Harmless.** As specified in section A.2.6.7 of the CRA, Provider or collection agencies acting on Provider's behalf may not bill Covered Persons for amounts other than applicable TennCare cost sharing or Patient Liability amounts for Covered Services, including but not limited to, services that the State or United has not paid for, except as permitted by the Division of TennCare rules and regulations and as described below. Providers may seek payment from a Covered Person only in the following situations:

- i) If the services are not Covered Services and, prior to providing the services, Provider informed Covered Person that the services are not Covered Services. Provider shall inform the Covered Person of the non-Covered Service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgment in writing prior to rendering the service. Regardless of any understanding worked out between Provider and the Covered Person about private payment, once Provider bills United for the service that has been provided, the prior arrangement with the Covered Person becomes null and void without regard to any prior arrangement worked out with the Covered Person;
- ii) If the Covered Person's TennCare eligibility is pending at the time services are provided and if Provider informs the person they will not accept TennCare assignment whether or not eligibility is established retroactively. Regardless of any understanding worked out between Provider and the Covered Person about private payment, once the provider bills United for the service the prior arrangement with the Covered Person becomes null and void without regard to any prior arrangement worked out with the Covered Person;
- iii) If the Covered Person's TennCare eligibility is pending at the time services are provided, however, all monies collected, except applicable TennCare cost sharing or Patient Liability amounts shall be refunded when a claim is submitted to United because Provider agreed to accept TennCare assignment once retroactive TennCare eligibility was established. (The monies collected shall be refunded as soon as a claim is submitted and shall not be held conditionally upon payment of the claim); and
- iv) If the services are not covered because they are in excess of the Covered Person's benefit limit, and Provider complies with applicable TennCare rules and regulations.

As a condition of payment, Provider shall accept the amount paid by United or appropriate denial made by United (or, if applicable, payment by United that is supplementary to the Covered Person's third party payer) plus any applicable amount of TennCare cost sharing or Patient Liability responsibilities due from the Covered Person as payment in full for the service. Except in the circumstances described above, if United is aware that Provider, or a collection agency acting on Provider's behalf, bills a Covered Person for amounts other than the applicable amount of TennCare cost sharing or Patient Liability responsibilities due from the Covered Person, United shall notify the Provider and demand that Provider and/or collection agency cease such action against the Covered Person immediately. If Provider continues to bill a Covered Person after notification by United, United shall refer the provider to the Tennessee Bureau of Investigation. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable. For purposes of this Section 3.7, Covered Person shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Covered Person being served. This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

**3.8 Indemnification.**

- i) Provider shall indemnify and hold harmless the State as well as its officers, agents, and employees (hereinafter the “Indemnified Parties”) from all injuries, deaths, claims, losses, damages, liabilities, judgements, costs (including court costs and attorney fees), expenses or suits incurred by or brought against the Indemnified Parties to the extent proximately caused by any negligent act or other intentional misconduct or omission of Provider, its agents, officers, employees, or contractors arising from the Agreement or as a result of the failure of Provider to comply with the terms of the CRA. The State shall give United and Provider written notice of each such claim or suit and full right and opportunity to conduct Provider’s own defense thereof, together with full information and all reasonable cooperation; but the State does not accord to United or Provider, through its attorneys, any right(s) to represent the State of Tennessee in any legal matter, such right being governed by TCA 8-6-106. This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.
- ii) Provider shall indemnify and hold harmless the Indemnified Parties as well as their officers, agents, and employees from all claims or suits which may be brought against the Indemnified Parties for infringement of any laws regarding patents or copyrights which may arise from Provider’s or Indemnified Parties performance under the CRA. In any such action, brought against the Indemnified Parties, Provider shall satisfy and indemnify the Indemnified Parties for the amount of any final judgment for infringement. The State shall give United and Provider written notice of each such claim or suit and full right and opportunity to conduct Provider’s own defense thereof, together with full information and all reasonable cooperation; but the State does not accord to United or Provider, through its attorneys, any right(s) to represent the State of Tennessee in any legal matter, such right being governed by TCA 8-6-106.
- iii) While the State will not provide a contractual indemnification to Provider, such shall not act as a waiver or limitation of any liability for which the State may otherwise be legally responsible to Provider. Provider retains all of its rights to seek legal remedies against the State for losses Provider may incur in connection with the furnishing of services under the Agreement or this Appendix, in accordance with the terms of the CRA, or for the failure of the State to meet its obligations under the CRA.

This section does not apply to governmental entities that are exempt from this indemnification requirement.

- 3.9 Provider Selection.** To the extent applicable to Provider in performance of the Agreement, Provider shall comply with 42 CFR 438.214, as may be amended from time to time, which includes, but is not limited to the selection and retention of providers, credentialing and recredentialing requirements and nondiscrimination. If United delegates credentialing to Provider, United will provide monitoring and oversight and Provider shall ensure that providers, including Long-Term Services and Supports providers and all licensed medical professionals are credentialed in accordance with United’s and the CRA’s credentialing requirements.
- 3.10 Restrictions on Referrals.** Provider shall not make inappropriate referrals for designated health services to health care entities with which Provider or a member of Provider’s family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.
- 3.11 Subcontracts.** Provider shall not enter into subsequent agreements or subcontracts for any of the work contemplated under the Agreement or this Appendix without the prior written approval of United. If Provider subcontracts or delegates any functions of the Agreement, in accordance

with the terms of the Agreement, the subcontract or delegation must include all of the requirements of this Appendix, and applicable requirements of the CRA and applicable laws and regulations, and subcontractor shall be subject to the same credentialing standards and audits as a contracted provider. Provider further agrees to promptly amend its agreements with such subcontractors, in the manner requested by United, to meet any additional TennCare requirements that may apply to the services. Provider agrees and acknowledges that subcontracts require prior approval by the Division of TennCare and Tennessee Department of Commerce and Insurance (TDCI).

In the event Provider does not obtain approval from United to enter into subsequent agreements or subcontracts, those subsequent agreements and/or subcontracts may be declared null and void by the Division of TennCare and claims submitted for such services shall be considered improper payments and may be considered false claims. Any such improper payment may be subject to action under Federal and State false claims statute or be subject to recoupment by United and/or Division of TennCare as overpayments.

**3.12 Records Retention.** As required under State or federal law or the CRA, Provider shall maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons, including without limitation, all grievance and appeal records and any other records related to services provided under the State Contract. Provider shall have and maintain documentation necessary to demonstrate that Covered Services were provided in compliance with State and federal requirements. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall include all pertinent information related to the medical management of each Covered Person. Other records shall be maintained as necessary to clearly reflect all actions taken by the Provider related to services provided under the State Contract. Such records shall be maintained for a period of not less than ten (10) years after the termination of the Agreement. If records are under evaluation, audit, review, investigation or prosecution, they must be retained for a minimum of ten (10) years following resolution of such action (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of Covered Services performed under the Agreement and administrative, civil or criminal investigations or prosecutions).

- i) Medical Records. Provider shall maintain Medical Records in a manner that is current, detailed and organized, and which permits effective and confidential patient care and quality review, administrative, civil and/or criminal investigations and/or prosecutions. Provider shall develop and maintain Medical Record keeping policies and practices which are consistent with 42 CFR Part 456 and current NCQA standards for Medical Record documentation. Provider shall distribute these policies to any additional practice sites. At a minimum, the policies and procedures shall address:
  - a) confidentiality of Medical Records;
  - b) Medical Record documentation standards; and
  - c) the Medical Record keeping system and standards for the availability of Medical Records. At a minimum the following shall apply: (1) as applicable, Medical Records shall be maintained or available at the site where Covered Services are rendered; (2) Covered Persons (for purposes of behavioral health records, Covered Person includes an individual who is age sixteen (16) or over) and their legally appointed representatives shall be given access to the Covered Person's Medical Records, to the extent and in the manner provided by TCA 63-2-101, 63-2-102 and 33-3-104 et seq., and, subject to reasonable charges,

(except otherwise provided in the CRA) be given copies thereof upon request; (3) provisions for ensuring that, in the event a Covered Person-provider relationship with a TennCare PCP ends and the Covered Person requests that medical records be sent to a second TennCare provider who will be the Covered Person's PCP, the first provider does not charge the Covered Person or the second provider for providing the Medical Records; and (4) performance goals to assess the quality of Medical Record keeping.

- ii) Behavioral Health Providers. As applicable, behavioral health providers shall maintain Medical Records in conformity with TCA 33-3-101 et seq. for persons with serious emotional disturbance or mental illness. Behavioral health providers shall also maintain Medical Records of persons whose confidentiality is protected by 42 CFR Part 2 in conformity with that rule or TCA 33-3-103, whichever is more stringent.
- iii) General Record Keeping; Audit or Investigation. Provider acknowledges and agrees that the Division of TennCare, Department of Health and Human Services Office of Inspector General (DHHS OIG), Office of the Comptroller of the Treasury, Tennessee Bureau of Investigation, Medicaid Fraud Control Division (TBI MFCD), Office of Inspector General (OIG), Department of Justice (DOJ), and the Office of the Attorney General, as well as any authorized State or federal agency or entity or their authorized representatives may evaluate through inspection, evaluation, review or request, whether announced or unannounced, or other means any records pertinent to the Agreement, including, but not limited to, Medical Records, billing records, financial records, and/or any records related to services rendered, quality, appropriateness and timeliness of services, and /or any records relevant to an administrative, civil and/or criminal investigation and/or prosecution and such evaluation, inspection, review or request, and when performed or requested, shall be performed with the immediate cooperation of Provider. Upon request, Provider shall assist in such reviews, including the provision of complete copies of Medical Records. Any authorized State or federal agency or entity, including, but not limited to, the Division of TennCare, OIG, TBI MFCD, DHHS OIG, DOJ, Office of the Comptroller of the Treasury, and the Office of the Attorney General, may use these records and information for administrative, civil or criminal investigations and prosecutions. For purposes of clarity with respect to this Section, HIPAA does not bar disclosure of protected health information (PHI) to health oversight agencies, including, but not limited to, OIG, TBI MFCD, DHHS OIG, DOJ, and the Office of the Attorney General.

**3.13 Availability of Records.** Provider acknowledges and agrees that the Division of TennCare representatives and authorized federal, state and Office of the Comptroller of the Treasury personnel, including, but not limited to TennCare, the Office of the Inspector General (OIG), the Tennessee Bureau of Investigations, Medicaid Fraud Control Division (TBI MFCD), the Department of Health and Human Services, Office of Inspector General (DHHS OIG) and the Department of Justice (DOJ), the Office of the Attorney General, and any other duly authorized state or federal agency shall have immediate and complete access to all records pertaining to services provided to Covered Persons as specified in section A.2.25.5 of the CRA.

**3.14 Government Inspection.** Provider shall make all records (including but not limited to, financial, administrative and Medical Records) available at Provider's expense for administrative, civil and/or criminal review, audit, or evaluation, inspection, investigation and/or prosecution by authorized federal, state, and Office of the Comptroller of the Treasury personnel, including representatives from the OIG, the TBI MFCD, DOJ and the DHHS OIG, the Division of TennCare, the Office of the Attorney General, or any duly authorized state or federal agency,

upon any authorized government agency's request. Any authorized government agency, including but not limited to OIG, TBI MFCD, DHHS OIG, DOJ, and the Office of the Attorney General, may use these records to carry out their authorized duties, reviews, audits, administrative, civil and/or criminal investigations and/or prosecutions. Access will be either through on-site review of records or through the mail at the government agency's discretion and during normal business hours, unless there are exigent circumstances, in which case access will be at any time. Provider shall send all records to be sent by mail to the Division of TennCare within twenty (20) business days of request unless otherwise specified by the Division of TennCare or applicable TennCare rules and regulations. Requested records shall be provided at no expense to the Division of TennCare, authorized federal, State, and Office of the Comptroller of the Treasury personnel, including representatives from the OIG, the TBI MFCD, DOJ and the DHHS OIG, the Office of the Attorney General, or any duly authorized State or federal agency. Records related to appeals shall be forwarded within the time frames specified by in the appeal process portion of the CRA. Provider acknowledges and agrees that such requests made by TennCare shall not be unreasonable. Records shall be provided by Provider to the requesting agency at no cost.

As a condition of participation in TennCare, Covered Persons and Provider shall give TennCare or its authorized representative, the Office of the Comptroller of the Treasury, and any health oversight agency, such as OIG, TBI MFCD, DHHS Office of Inspector General (DHHS OIG), DOJ, the Office of the Attorney General, and any other authorized state or federal agency, access to their records. Provider shall furnish, immediately upon request, said records for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring as well as for administrative, civil and criminal investigations or prosecutions.

TennCare or its authorized representative, the Office of the Comptroller of the Treasury, and any health oversight agency, such as OIG, TBI MFCD, DHHS Office of Inspector General (DHHS OIG), DOJ, the Office of the Attorney General, and any other authorized state or federal agency shall at any time have the right to inspect, audit, or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules, including the right to inspect and audit any records or documents of Provider and its subcontractors, and the right to inspect the premises, physical facilities, and equipment where TennCare-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the end date of the State Contract or from the date of completion of any audit, whichever is later.

- 3.15 Audit Requirements.** Provider shall maintain books, records, documents, and other evidence pertaining to services rendered, equipment, staff, financial records, medical records, and the administrative costs and expenses incurred pursuant to the Agreement, as well as medical information relating to the Covered Persons as required for the purposes of audit, or administrative, civil and/or criminal investigations and/or prosecution or for the purposes of complying with the requirements set forth in the CRA. Records other than Medical Records may be kept in an original paper state or preserved on micromedia or electronic format. Medical Records shall be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., shall be available for any authorized federal, state, including, but not limited to TennCare, OIG, TBI MFCD, DOJ and the DHHS OIG, Office of the Comptroller of the Treasury, and the Office of the Attorney General personnel during the Agreement period and ten (10) years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records shall be kept until all tasks or proceedings are completed. During the CRA contract period, these records shall be available at Provider's chosen location in Tennessee subject to the

written approval of United and TennCare. If the records need to be sent to TennCare, United shall bear the expense of delivery. Prior approval of the disposition of Provider's records must be requested and approved by TennCare in writing.

- 3.16 Privacy; HIPAA.** Provider shall comply with all applicable privacy rule and security rule provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and associated implementing regulations, as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including 42 CFR §438.224 and 42 CFR Part 431, Subpart F, CRA sections A.2.27 (HIPAA) and E.6 (Confidentiality), as may be amended from time to time. Provider and its employees, providers, agents and subcontractors shall maintain reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and confidentiality of all protected health information ("PHI") it receives or possesses in the course of carrying out the responsibilities of the Agreement.
- 3.17 Compliance with Law.** Provider shall comply with and this Agreement incorporates by reference all applicable federal and State laws including Division of TennCare rules and regulations, guidelines, consent decrees or court orders; and revisions of such laws, regulations, consent decrees or court orders shall automatically be incorporated into the Agreement as they become effective, including but not limited to the following to the extent applicable to Provider in performance of the Agreement:
- i) Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; Americans with Disabilities Act, and Section 1557 of the Patient Protection and Affordable Care Act, and their implementing regulations, as may be amended from time to time.
  - ii) All relevant federal and State statutes, regulations and orders related to equal opportunity in employment, including but not limited to compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - iii) If the Agreement is for an amount in excess of \$100,000, Provider shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Any violations shall be reported to DHHS and the appropriate Regional Office of the Environmental Protection Agency.
  - iv) Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Provider in Provider's performance of the Agreement. Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment and exclusion screening), and is conditioned on the Provider's compliance with all applicable conditions of participation in Medicaid. Provider understands and agrees that each claim the Provider submits to United constitutes a certification that the Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud

exists and there is a pending investigation. Provider's payment of a claim may also be temporarily suspended or adjusted if the Provider bills a claim with a code that does not match the service provided. United performs coding edit procedures based primarily on National Correct Coding Initiative (NCCI) policies and other nationally recognized and validated policies. Provider agrees that it will provide medical records to United upon its request in order to determine appropriateness of coding. Provider may dispute any temporarily suspended or adjusted payment consistent with the terms of the Agreement.

**3.18 Physician Incentive Plans.** In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Provider agrees that such PIPs must comply with 42 CFR 417.479, 42 CFR 438.3, 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. Neither United nor Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care. All PIPs must receive prior approval from the Division of TennCare and TDCI.

**3.19 Lobbying.** Provider agrees to comply with the following requirements related to lobbying:

- i) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Provider certifies to the best of Provider's knowledge and belief, pursuant to 31 U.S.C. Section 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii) Disclosure Form to Report Lobbying: Provider shall disclose any lobbying activities using non-federal funds in accordance with 45 CFR Part 93. If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.20 Conflict of Interest.** Provider shall cooperate with United's policies and procedures and comply with section E.28 of the CRA related to detecting and preventing conflicts of interest from occurring at all levels.

**3.21 Gratuities.** By signing the Agreement, Provider certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the State, the United States General Accounting Office, DHHS, CMS, or any other federal agency has or will benefit financially or materially due to influence in obtaining the Agreement. The Agreement may be

terminated by TennCare if it is determined that gratuities of any kind were offered to or received by any of the aforementioned officials or employees from Provider or its agent or employees.

**3.22 Excluded Individuals and Entities.** Provider and its subcontractors shall comply with 42 C.F.R § 1002, related to exclusion and debarment screening. By signing the Agreement, Provider certifies that neither it nor any of its principals, nor any providers, subcontractors or consultants or persons with an ownership or controlling interest in the Provider (an owner including the Provider himself or herself), or an agent or managing employee of the Provider, with whom Provider contracts and who are providing items or services that are significant and material to Provider's obligations under the Agreement are:

- i) excluded from participation in federal health care programs under either Sections 1128 or 1156 of the Social Security Act; or
- ii) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no. 12549 or under guidelines implementing Executive Order No. 12549; or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.
- iii) are otherwise not in good standing with TennCare.

Provider is obligated to screen its employees and contractors ("Screened Persons") initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Provider shall screen its employees and contractors against the Social Security Master Death File. Provider shall not employ or contract with an individual or entity that has been excluded, debarred, suspended or otherwise ineligible to participate in Federal Health Care Programs or convicted of a criminal offense that falls within the realm of 42 U.S.C. § 1320a-7(a) ("Ineligible Persons"). Provider shall immediately report to United any exclusion information discovered. Provider acknowledges and agrees that civil monetary penalties may be imposed against Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services to Covered Persons. Provider can search the lists of excluded individuals (the "Exclusion Lists") on the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at <http://www.oig.hhs.gov/fraud/exclusions.asp>; the Health Integrity and Protection Data Bank (HIPDB) <https://www.npdb.hrsa.gov/> and the Excluded Parties List System (EPLS) <http://www.epls.gov>. Federal and state exclusion databases must be reviewed monthly to ensure that no employee or contractor has been excluded. United will exclude from its network any provider who has been terminated or suspended from the Medicare or Medicaid program in any state.

If Provider determines that a Screened Person has become an Ineligible Person, then Provider will take appropriate action to remove such Screened Person from responsibility for, or involvement with, Provider's professional or business operations related to the Federal Health Care Programs and shall remove such Screened Person from any position for which the Screened Person's compensation or the items or services furnished, ordered, or prescribed by the Screened Person are paid in whole or part, directly or indirectly, by Federal Health Care Programs or otherwise with Federal funds at least until such time as the Screened Person is reinstated into participation in the Federal Health Care Programs. Any unallowable Federal funds made to an excluded individual as full or partial wages and/or benefits shall be refunded to United and/or the State, as applicable.

If Provider determined that a Screened Person is an Ineligible Person charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a) or is proposed for exclusion during the Screened Person's employment or contract term, Provider shall take all appropriate actions to ensure that the responsibilities of that Screened Person have not and shall not adversely affect the quality of care rendered to any beneficiary, patient, or resident, or any claims submitted to any Federal Health Care Program.

- 3.23 Background Checks.** Provider shall conduct criminal background checks and registry checks in accordance with State law and TennCare policy.
- 3.24 Disclosure.** Provider shall comply and submit to United disclosure of information in accordance with the requirements, including timeframes, specified in 42 C.F.R. Part 455, Subpart B and TennCare policies and procedures. The timeframes for this requirement shall include, at a minimum, at the time of initial contracting, contract renewal, at any time there is a change to any of the information on the disclosure form, at least once every three (3) years, and at anytime upon request.
- 3.25 Cultural Competency and Access, Language Services and Nondiscrimination Investigation.** Provider shall participate in United's and the State's efforts to promote the delivery of services in a culturally competent manner to all Covered Persons, including those individuals with physical or mental disabilities, with limited English proficiency and diverse cultural and ethnic backgrounds and regardless of gender, sexual orientation, or gender identity, and shall provide interpreter services in a Covered Person's primary language and for those who are deaf or hard of hearing for all appointments and emergency services. Provider shall provide information to Covered Persons regarding treatment options and alternatives, as well as information on complaints and appeals, in a manner appropriate to the Covered Person's condition and ability to understand and shall have written procedures for the provision of language interpretation and translation services for any Covered Person who needs such services. Provider further agrees to cooperate with the Division of TennCare and United during any discrimination complaint investigation and Provider shall assist Covered Persons with obtaining discrimination complaint forms and contact information for United's nondiscrimination office. Provider shall provide physical access, reasonable accommodations, and accessible equipment for Covered Persons with physical or mental disabilities.
- 3.26 Marketing.** As required under State or federal law or the applicable CRA, any marketing materials developed and distributed by Provider as related to the performance of the Agreement, and any materials distributed to Covered Persons that use TennCare's name or trademark, must be submitted to United to submit to the Division of TennCare for prior approval. This prohibition shall not include references to whether or not the provider accepts TennCare.
- 3.27 Fraud, Waste and Abuse Prevention.** As a condition of payment, Provider shall comply with section A.2.20 of the CRA and shall cooperate fully with the State's and United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the CRA and shall cooperate and assist the Division of TennCare and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA), Provider shall have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code), including, if Provider makes or receives annual payments under TennCare of at least \$5,000,000, Provider must establish certain minimum written policies and

information communicated through an employee handbook relating to the Federal False Claims Act in accordance with 42 C.F.R. § 438.600; (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Provider agrees to train its staff on the aforesaid policies and procedures.

Any suspected Fraud, Waste, or Abuse shall promptly be reported to UHC, the State Medicaid Program Integrity Unit or to the TBI State Medicaid Fraud Control Division. Any suspected enrollee or member Fraud, Waste, or Abuse shall promptly be reported to the Office of the Inspector General. Member or provider fraud reporting forms can be accessed at <https://www.tn.gov/finance/fa-oig/fa-oig-report-fraud.html>. You may also email TBI.MFCD@tn.gov or ProgramIntegrity.TennCare@tn.gov to report Fraud, Waste, or Abuse.

### **3.28 Data Submission.**

- i) Reports. Provider shall cooperate with and release to United any information necessary for United to perform its obligations under the State Contract to the extent applicable to Provider in performance of the Agreement, including the timely submission of reports and information required by United, in the format specified by United. Such reports shall include child and adolescent health check-up reporting, if applicable, as well as complete and accurate encounter data in accordance with the requirements of United and the State. Data must be provided at the frequency and level of detail specified by United or the State. By submitting data to United, Provider represents and attests to United that the data is accurate, complete and truthful and, upon United's request, Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.
- ii) Encounter Data. Provider agrees to cooperate with United to comply with United's obligation to prepare timely encounter data submissions, reports, and clinical information including, without limitation, child and adolescent health check-up reporting, EPSDT encounters, and cancer screening encounters, as applicable, and such other reporting regarding Covered Services as may be required under the State Contract. Encounter data must be accurate and include all services furnished to a Covered Person, including capitated provider's data and rendering provider information. Encounter data must be provided within the timeframes specified and in a form that meets United requirements. By submitting encounter data to United, Provider represents to United that the data is accurate, complete and truthful and, upon United's request, Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief.
- iii) Claims Information. Provider shall promptly submit to United (as set forth in the Agreement) the information needed to make payment and shall identify third party liability coverage, including Medicare and other insurance, and, if applicable, shall seek such third party liability payment before submitting claims to United. Provider understands and agrees that each claim Provider submits to United constitutes a certification that the claim is true and accurate to the best of Provider's knowledge and belief and that the Covered Services are: 1) Medically Necessary; and 2) have been provided to the Covered Person prior to submitting the claim.

- 3.29 Mandatory Reporting of Abuse.** Provider shall report suspected abuse, neglect, and exploitation of adults in accordance with TCA 71-6-103 and report suspected brutality, abuse, or neglect of children in accordance with TCA 37-1-403 and TCA 37-1-605.
- 3.30 TennCare Children.** Provider shall not encourage or suggest, in any way, that TennCare children be placed into state custody in order to receive medical, behavioral, or Long-Term Services and Supports Covered Services.
- 3.31 Claims Information.** United shall pay Provider upon receipt of a clean claim properly submitted by Provider within the required time frames as specified in TCA 56-32-126 and the CRA, as may be amended from time to time.
- i) Payment. Provider shall promptly submit to United information needed to make payment. Provider shall have one hundred twenty (120) calendar days from the date of rendering a Covered Service to file a claim with United, except (1) in situations regarding coordination of benefits or subrogation, in which case Provider is pursuing payment from a third party or (2) if a Covered Person is enrolled in United with a retroactive eligibility date. In situations of third party benefits, the maximum time frames for filing a claim shall begin on the date that the third party documented resolution of the claim. In situations of enrollment in United with a retroactive eligibility date, the time frames for filing a claim shall begin on the date that United receives notification from the Division of TennCare of the Covered Person's eligibility/enrollment.
  - ii) Denial. The TennCare Provider Independent Review of Disputed Claims process shall be available to Provider to resolve claims denied in whole or in part by United as provided in TCA 56-32-126(b).
- 3.32 Capitation Payments.** If Provider is compensated via a capitation arrangement, Provider must:
- i) Immediately notify United and the Division of TennCare by certified mail, return receipt requested, if Provider becomes aware for any reason that he or she is not entitled to capitation payment for a particular Covered Person (for example, if an Covered Person dies); and
  - ii) Submit utilization or encounter data as specified by United so as to ensure United's ability to submit encounter data to the Division of TennCare that meets the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims.
- 3.33 Overpayments.** Provider shall notify United of any overpayments in compliance with the Affordable Care Act and TennCare policy and procedures. Provider shall report provider-identified overpayments to United and the TennCare Office of Program Integrity (OPI) in writing and shall return such overpayment within sixty (60) days from the date the overpayment is identified. Provider shall notify United in writing of the reason for the overpayment. Overpayments that are not returned within sixty (60) days from the date the overpayment was identified may result in a penalty pursuant to State or federal law.
- 3.34 Health Care-Acquired/Preventable Conditions.** Provider agrees that no payment shall be made for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by TennCare. As a condition of payment, Provider shall identify and report to United and TennCare any provider-preventable conditions in accordance with 42 CFR §§ 434.6(a)(12), 438.3(g), and 447.26.

**3.35 Reserved.**

**3.36 Insurance Requirements.** As applicable, Provider shall secure and maintain during the term of the Agreement insurance in the type and amounts appropriate to the services to be performed under the Agreement.

If Provider is a Tennessee State Agency, Provider shall not be required to provide, carry or maintain general liability insurance or medical, professional or hospital liability insurance in accordance with Title 9, Chapter 8 of the Tennessee Code Annotated. Claims against the State, or its employees, for injury, damages, expenses or attorney fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law.

If Provider is a Local Governmental Entity as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such, has its liability limits defined by law: As a Local Governmental Entity, Provider carries no insurance; however, it is self-insured for general liability in an adequately funded Self-Insurance Program up to the limits as set out in the statute. This self-insurance is for the benefit of the Local Governmental Entity only and provides no indemnification for any other entity whatsoever. The Local Governmental Entity does not have the authority under current law to indemnify other parties. The Local Governmental Entity agrees to produce proof of adequate professional liability insurance for Provider's professional employees who perform any professional services under this Agreement.

For a Provider rendering Long-Term Services and Supports Choices Nursing Facility services, ECF CHOICES services, and/or Home and Community Based Services, that is not a Local Governmental Entity or a State Agency, and does not provide short term skilled services:

For three (3) years following the effective date of TennCare's Long-Term Services and Supports Benefit Plan ("CHOICES or ECF CHOICES HCBS") implementation (the "Implementation Period"), United shall not require Provider to have liability insurance in excess of the TennCare requirements in effect prior to the Implementation Period. At the end of the Implementation Period, this Section shall automatically be amended without further action of the parties to reflect the current CHOICES HCBS insurance requirements. If CHOICES or ECF CHOICES HCBS has not implemented insurance requirements upon expiration of the Implementation Period, the parties agree to reevaluate and replace this paragraph with the then standard insurance requirements for similar providers. At all times, Provider agrees to maintain and provide written proof upon execution of the Agreement and at any subsequent time upon request of United of adequate insurance in such amounts as required by this paragraph. Provider agrees to notify United not less than fifteen (15) days prior to any reduction in coverage, cancellation or nonrenewal of the policy(s). The insurance required by this section shall not relieve or release Provider from, or limit its liability with respect to, any and all obligations under this Agreement.

**3.37 Quality; Utilization Management.** Provider agrees to participate and cooperate with any quality improvement, utilization review, and management activities established by United and/or the Division of TennCare, including actions to improve patient safety and quality. This shall include, but not be limited to, participation in any internal and external quality assurance, utilization review, peer review, and grievance procedures established by United or as required under the applicable CRA to ensure that Covered Persons have due process for their complaints, grievances, appeals, fair hearings or requests for external review of adverse decisions made by United or Provider.

**3.38 Continuity of Care.** In accordance with the Agreement and to the extent required by applicable law, regulations or the CRA, Provider shall cooperate with United and provide Covered Persons

with continuity of treatment (which may include coordination of care as required under law) in the event Provider's participation with United terminates during the course of a Covered Person's treatment by Provider, except in the case such termination is due to adverse action against the Provider.

Covered Persons receiving Tennessee Health Link Covered Services at the start date of Tennessee Health Link program operations shall be maintained in Tennessee Health Link until such time as the Covered Person no longer qualifies on the basis of medical necessity or refuses treatment.

**3.39 Appeals and Grievances.** United will provide general and targeted education to Provider regarding Provider's obligations related to appeals and grievances by Covered Persons as set forth in section A.2.19 of the CRA, including, without limitation, when an emergency appeal is appropriate, and procedures for providing written certification thereof. Provider shall comply with the appeal process, including, but not limited to, the following:

- i) When a grievance or fair hearing request is filed by or on behalf of a Covered Person, Provider agrees to satisfy the following obligations in relation to the Covered Person's grievance or fair hearing request:
  - a. Provider must assist a Covered Person by providing appeal forms and contact information including the appropriate address, telephone number and/or fax number for submitting grievances or TennCare fair hearing requests.
  - b. Provider may, with Covered Person's written consent, file a grievance or TennCare fair hearing request on Covered Person's behalf. However, provider cannot file a request for Covered Person to receive continuation of benefits.
  - c. Provider agrees to timely comply with a request from Covered Person, Covered Person's representative, TennCare or United for information or records, including medical records, related to Covered Person's grievance or fair hearing request.
- ii) Provider must seek advance prior authorization when Provider feels he or she cannot order a drug on the TennCare PDL. Further, Provider shall take the initiative to seek prior authorization or change or cancel the prescription when contacted by a Covered Person or pharmacy regarding denial of a pharmacy service due to system edits (e.g., therapeutic duplication, etc.).
- iii) Unless the State Contract requires otherwise, the appeals and grievances requirements above shall not apply to CoverKids Members. Review of CoverKids decisions shall be governed by TennCare Division rule 1200-13-21-.07 in accordance with T.C.A. §§ 4-5-202, 71-3-1106, 71-3-1110, and the Tennessee Title XXI Children's Health Insurance Program State Plan.

**3.40 RESERVED**

**3.41 No Payment Outside U.S.** Provider agrees that all Covered Services to be performed herein shall be performed in the United States of America and Provider agrees that United shall not provide any payments for items or services provided under the Agreement to any financial institution or entity located outside the United States of America. Furthermore, Provider is prohibited to transfer member data in any form via any medium to any third party beyond the boundaries and jurisdiction of the United States without the prior written consent of United.

- 3.42 Non-Discrimination.** In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, nor use any policy or practice that has the effect of discriminating against, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, sexual orientation, gender identity, national origin, or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees, TennCare applicants, and Enrollees. The Provider agrees to have written procedures for the provision of language assistance services to members and/or the member's representative. Language assistance services include interpretation and translation services and effective communication assistance in alternative formats for any member and/or the member's representative who needs such services, including but not limited to, members with Limited English Proficiency and individuals with disabilities. The Provider agrees to cooperate with TennCare and United during discrimination complaint investigations, and to report discrimination complaints and allegations to United, including allegations of any instance of disrespectful or inappropriate communication, e.g., humiliation, harassment, threats of punishment or deprivation, intimidation or demeaning or derogatory communication (vocal, written, gestures) or any other acts pertaining to a person supported that is not directed to or within eyesight or audible range of the person supported and that does not meet the definition of emotional or psychological abuse. The Provider agrees to assist TennCare enrollees in obtaining discrimination complaint forms and contact information for United's Nondiscrimination Office.
- 3.43 Adverse Occurrences.** Provider shall report adverse occurrences, including death, to United in accordance with applicable State requirements. The maximum timeframe for reporting an adverse occurrence to United shall be twenty-four (24) hours.
- 3.44 Transition of Covered Persons.** In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Provider shall work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract of otherwise required by law.
- 3.45 Advance Directives.** When applicable, Provider shall comply with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 C.F.R. Part 489, subpart I, 42 C.F.R. §§ 417.436(d), 422.128, and 438.3(j).

#### **SECTION 4 ADDITIONAL PROVIDER REQUIREMENTS FOR SPECIFIC ACTIVITIES**

- 4.1 Prenatal/Obstetric Care.**
- i. As applicable to Provider, unreasonable delay in providing care to a pregnant Covered Person seeking prenatal care shall be considered a material breach of the Agreement. For purposes of this Section 4.1, "unreasonable delay" shall mean failure of the prenatal care provider to meet the appointment availability requirements established under section A.2.11.5 of the CRA, as further described in the provider manual.
  - ii. As applicable to Provider, as a condition to reimbursement for global procedure codes for obstetric care, Provider shall submit utilization or encounter data as specified by United in a timely manner to support the individual services provided.
- 4.2 Laboratory Services.** If Provider performs laboratory services, Provider shall meet all applicable requirements of the Clinical Laboratory Improvement Amendments (CLIA) of 1988.

- 4.3 CHOICES Program.** If Provider renders Covered Services to Covered Persons under TennCare’s program for Long-Term Services and Supports for individuals 65 and older and/or persons with physical, intellectual, or developmental disabilities, Provider shall notify United, in accordance with United’s processes, as expeditiously as warranted by the Covered Person’s circumstances, of any known significant changes in the Covered Person’s condition or care, hospitalizations, or recommendations for additional services. United shall in turn notify the Covered Person’s Care/Support Coordinator/ISC/DIDD Case Manager.
- 4.4 ECF CHOICES Program and Section 1915(c) waiver.** If Provider renders Covered Services to Covered Persons under TennCare’s program for people with Intellectual and/or Developmental Disabilities, Provider shall facilitate notification of the Covered Person’s Support Coordinator by notifying United, in accordance with United’s processes, as expeditiously as warranted by the Covered Person’s circumstances, of any known significant changes in the Covered Person’s condition or care, hospitalizations, or recommendations for additional services.
- 4.5 Hospitals.** If Provider is a hospital, including a psychiatric hospital, Provider shall cooperate with United in developing and implementing protocols as part of United’s nursing facility and ICF/IID diversion plan, which shall include, at a minimum, a hospital’s obligation to promptly notify United upon admission of an eligible Covered Person regardless of payor source for the hospitalization, how a hospital will identify members who may need home health, private duty nursing, nursing facility or HCBS upon discharge, and how a hospital will engage United in the discharge planning process to ensure that Covered Persons receive the most appropriate and cost-effective medically necessary services upon discharge.
- 4.6 Pharmacy Services.** Provider shall coordinate with the TennCare pharmacy benefits manager (PBM) regarding authorization and payment for pharmacy services.
- 4.7 Nursing Facility.** If Provider is a nursing facility, in addition to the other requirements set forth in the Agreement or this Appendix, Provider shall:
- i) Promptly notify United, and/or the State as directed by the Division of TennCare, of a Covered Person’s admission or request for admission to the nursing facility regardless of payor source for the nursing facility stay, or when there is a change in a Covered Person’s known circumstances. Provider shall also notify United, and/or the State as directed by TennCare, prior to a Covered Person’s discharge from the nursing facility;
  - ii) Provide written notice to the Division of TennCare and United in accordance with State and federal requirements before voluntarily terminating the Agreement. Provider shall comply with all applicable State and federal requirements regarding voluntary termination;
  - iii) Notify United immediately if Provider is considering discharging a Covered Person. Provider shall consult with the Covered Person’s Care Coordinator to intervene in resolving issues if possible. If Provider is not able to resolve such issues, Provider shall prepare and implement a discharge and/or transition plan as appropriate;
  - iv) Notify a Covered Person and/or a Covered Person’s representative (if applicable) in writing prior to discharge in accordance with State and federal requirements;
  - v) Provider shall accept payment or appropriate denial made by United (or, if applicable, payment by United that is supplementary to the Covered Person’s third party payer) plus the amount of any applicable Patient Liability, as payment in full for services provided and shall not solicit or accept any surety or guarantee of payment from a Covered Person in excess of the amount of applicable Patient Liability. For purposes

of this Section 4.7(v), Covered Person shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Covered Person being served;

- vi) Provider's responsibilities regarding a Covered Person's Patient Liability as specified in sections A.2.6.7 and A.2.21.5 of the CRA, which shall include but not be limited to collecting the applicable Covered Person Patient Liability amounts from CHOICES Group 1 members, notifying the Covered Person's Care Coordinator if there is an issue with collecting a Covered Person's Patient Liability, and making good faith efforts to collect payment;
- vii) Provider shall timely seek certification and recertification (as applicable) of a Covered Person's level of care eligibility for Level I and/or Level II nursing facility care and shall cooperate fully with United in the completion and submission of the level of care assessment;
- viii) Provider shall notify United of any change in a Covered Person's medical or functional condition that could impact the Covered Person's level of care eligibility for the currently authorized level of nursing facility services;
- ix) Provider shall make available to United complete and accurate documentation related to Pre-Admission Evaluations (PAEs) such that United is able to submit such PAEs to TennCare that satisfy all technical requirements specified by TennCare.
- x) Provider shall comply with State and federal laws and regulations applicable to nursing facilities as well as any applicable court orders, including, but not limited to, those that govern admission, transfer, and discharge policies;
- xi) Provider shall comply with federal Preadmission Screening and Resident Review (PASRR) requirements applicable to all CHOICES nursing facility residents, regardless of payor source, including that a level I screening be completed prior to admission, a level II evaluation be completed prior to admission when indicated by the level I screening, and a review be completed based upon a significant physical or mental change in the resident's condition that might impact a Covered Person's need for or benefit from specialized services;
- xii) Provider shall collaborate with United and other providers as needed to help ensure that current information regarding the Covered Person's mental health or intellectual disabilities needs (as available) is reflected in the PASRR screening in order to support an appropriate PASRR determination;
- xiii) Provider shall cooperate with United in developing and implementing protocols as part of United's CHOICES nursing facility diversion and transition plans, which shall include, at a minimum, Provider's obligation to promptly notify United upon a admission or request for admission of an eligible Covered Person regardless of payor source for the CHOICES nursing facility stay, how Provider will assist United in identifying residents who may want to transition from CHOICES nursing facility services to CHOICES HCBS; Provider's obligation to promptly notify United regarding all such identified members, and how Provider will work with United in assessing a Covered Person's transition potential and needs and in developing and implementing a transition plan (as applicable);
- xiv) Provider shall coordinate with United in complying with the requirements in 42 C.F.R. 483.75, regarding written transfer agreements and shall use contract providers when

transfer is medically appropriate, except as authorized by United or for emergency services;

- xv) Provider shall have on file a system designed and utilized to ensure the integrity of a Covered Person's personal financial resources. This system shall be designed in accordance with the regulations and guidelines set out by the Comptroller of the Treasury and the applicable federal regulations;
- xvi) Provider shall specify to United whether it will be contracted to provide SNF services at an Enhanced Respiratory Care (ERC) rate for ventilator weaning, chronic ventilator care, and/or tracheal suctioning in addition to standard NF and SNF services (each level of ERC reimbursement must be uniquely identified). If Provider does enter into an agreement for SNF services at an enhanced rate for ventilator weaning, chronic ventilator care, and/or tracheal suctioning, including sub-acute and secretion management, Provider is required to be licensed by the Tennessee Department of Health to provide such specialized ERC, certified by CMS for program participation, and compliant with threshold standards of care for the applicable type of ERC and requirements for ERC reimbursement established by TennCare.
- xvii) Provider shall immediately notify United of any changes in its license to operate as issued by the Tennessee Department of Health as well as any deficiencies cited during the federal certification process;
- xviii) If Provider is involuntarily decertified by the Tennessee Department of Health or CMS, the Agreement will be automatically terminated in accordance with federal requirements; and
- xix) The Agreement shall be assignable from United to the State, or its designee, at the State's discretion upon written notice to United and Provider. Further, Provider agrees to be bound by any such assignment, and the State, or its designee, shall not be responsible for past obligations of United.
- xx) In the event there is a proposed change of ownership with any Nursing Facility, the new provider shall provide to the Division of TennCare documents sufficient to obtain a Medicaid ID based on appropriate documentation submitted by the new provider. United shall, subject to T.C.A 71-5-1412, enter into a provider agreement with the new provider prior to the effective date of the change of ownership. A new provider with a Medicaid ID and a provider agreement with United, which shall include, but not be limited to, the assumption of the previous owner's agreement, a new agreement with United, or a single case agreement, shall be reimbursed at one hundred percent (100%) from the effective date of the change of ownership. For purposes of nursing facility changes of ownership only, United may provisionally credential the new provider based on credentialing completed for the previous provider to enable execution of an agreement prior to the change of ownership. In cases where the United utilizes provisional credentialing, United will subsequently conduct credentialing of the provider in accordance with the State Contract once the change of ownership process has fully concluded (including any actions related to licensure and/or certification). A new provider with a change of ownership that has not acquired a Medicaid ID shall not be reimbursed, including retroactively, until such provider acquires a Medicaid ID.

**4.8 CHOICES, ECF CHOICES, or Section 1915(c) waiver HCBS Providers.** If Provider is a CHOICES, ECF CHOICES or Section 1915(c) waiver HCBS provider, in addition to the other requirements set forth in the Agreement or this Appendix, Provider shall:

- i) Provide at least sixty (60) days advance notice to United when Provider is no longer willing or able to provide services to a Covered Person, including the reason for the decision. Provider shall cooperate with the Covered Person’s Care or Support Coordinator, Support Coordinator, Independent Support Coordinator, or DIDD Case Manager to facilitate a seamless transition to alternate providers;
- ii) In the event that a CHOICES, ECF CHOICES or 1915(c) waiver HCBS provider change is initiated for a Covered Person, regardless of any other provision of the Agreement, Provider shall continue to provide services to the Covered Person in accordance with the Covered Person’s person-centered support plan (“PCSP”), as appropriate, until the Covered Person has been transitioned to a new provider, as determined by United, or as otherwise directed by United, which may exceed sixty (60) days from the date of notice to United, unless the Covered Person refuses continuation of services, the Covered Person’s health and welfare would be otherwise at risk by remaining with Provider, or if continuing to provide services is reasonably expected to place staff that would deliver services at imminent risk of harm. Prior to discontinuing services to the Covered Person, or prior to Provider’s termination of the Agreement, as applicable, Provider shall:
  - a) Provide a written notification of the planned service discontinuation to the Covered Person, his/her conservator or guardian, and his/her support coordinator, no less than sixty (60) days prior to the proposed date of service discontinuation or termination of the Agreement;
  - b) Obtain United’s written approval, in the form of a signed PCSP, to discontinue the services and cooperate with the transition to any subsequent, authorized service provider as is necessary; and
  - c) Consult and cooperate with United in the preparation of a discharge plan for all Covered Persons receiving care and service from Provider in the event of a proposed termination of service. When appropriate, as part of the discharge plan, Provider shall meet, consult and cooperate with any new providers to ensure continuity of care and as smooth a transition as possible.
- iii) Provider’s reimbursement shall be contingent upon the provision of Covered Services to an eligible Covered Person in accordance with applicable federal and state requirements and the Covered Person’s plan of care as authorized by United, and must be supported by detailed documentation of service delivery to support the amount of services billed, including at a minimum, the date, time and location of service, the specific HCBS provided, the name of the Covered Person receiving the service, the name of the staff person who delivered the service, the detailed tasks and functions performed as a component of each service, notes for other caregivers (whether paid or unpaid) regarding the member or his/her needs (as applicable), and the initials or signature of the staff person who delivered the service -- electronic visit verification that fully comports with the 21st Century Cures Act and TennCare requirements shall be deemed sufficient to meet this requirement;
- iv) CHOICES or ECF CHOICES HCBS Provider shall immediately report any deviations from a Covered Person’s service schedule to the Covered Person’s Care or Support Coordinator;
- V) Provider shall use the electronic visit verification system specified by United in accordance with United’s requirements;

- vi) Upon acceptance by Provider to provide approved services to a Covered Person as indicated in the Covered Person's PCSP, as appropriate, Provider shall ensure that it has staff sufficient to provide the service(s) authorized by United in accordance with the Covered Person's PCSP, as appropriate, including the amount, frequency, duration and scope of each service in accordance with the Covered Person's service schedule;
- vii) Provider shall provide back-up for its own staff if a staff member is unable to fulfill an assignment for any reason. Provider shall ensure that back-up staff meet the qualifications for the authorized Covered Service;
- viii) Provider is prohibited from requiring a Covered Person to choose Provider as a provider of multiple services as a condition of providing any service to the Covered Person;
- ix) Provider is prohibited from soliciting Covered Persons to receive services from Provider, including:
  - a) Referring an individual for CHOICES or ECF CHOICES screening and intake with the expectation that, should CHOICES or ECF CHOICES enrollment occur, Provider will be selected by the Covered Person as the service provider; or
  - b) Communicating with existing CHOICES, ECF CHOICES or Section 1915(c) waiver members via telephone, face-to-face or written communication for the purpose of petitioning the Covered Person to change providers;
  - c) Communicating with hospitals, discharge planners or other institutions for the purposes of soliciting potential CHOICES, ECF CHOICES or Section 1915(c) waiver members that should instead be referred to the person's MCO, AAAD or DIDD, as applicable;
- x) Provider shall comply with Reportable Event reporting and management requirements as prescribed by TennCare, including those specified in Section A.2.15.7 of the CRA;
- xi) Provider is not required to have liability insurance in excess of TennCare requirements in effect prior to the implementation of CHOICES or ECF CHOICES;
- xii) Provider may not alter any official CHOICES, ECF CHOICES or 1915(c) waiver brochures or other materials unless United has submitted a request to do so to TennCare and obtained prior written approval from TennCare in accordance with section A.2.17 of the CRA;
- xiii) Provider may not reproduce CHOICES or ECF CHOICES logos for its own use unless United has submitted a request to do so to TennCare and obtained prior written approval from TennCare; and
- xiv) CHOICES, ECF CHOICES and 1915(c) waiver HCBS Providers are required to submit copies of current licensure and/or certification to United or to DIDD (as applicable);
- xv) Provider will maintain compliance with the HCBS Settings Rule detailed in 42 C.F.R. § 441.301(c)(4)-(5).

- xvi) If Provider is utilizing the Electronic Visit Verification (EVV) System, Provider shall ensure that all HCBS workers complete and submit worker surveys upon logging out of each visit using a format and in a manner prior approved by TennCare.
- xvii) In the event there is a proposed change of ownership of Provider, the new provider shall provide to the Division of TennCare documents sufficient to obtain a Medicaid ID based on appropriate documentation submitted by the new provider and any managed care contractor previously contracted with the former owner or operator. United and the new provider shall negotiate a new provider agreement in good faith. A new provider with a Medicaid ID and an executed contract with United, which shall include, but not be limited to, the assumption of the previous owner's contract, a new contract with United, or a single case agreement, shall be reimbursed at one hundred percent (100%) from the effective date of the change of ownership. A new provider with a Medicaid ID, but without an executed contract with United, shall be reimbursed eighty percent (80%) from the effective date of the change of ownership, with a retroactive payment to the effective date of the change of ownership of an additional twenty percent (20%) due after the execution of a contract with United. A new provider with a change of ownership that has not acquired a Medicaid ID shall not be reimbursed, including retroactively, until such provider acquires a Medicaid ID.
- xix) Support Coordination provider agencies shall:
  - a) Ensure that all person employed to render support coordination services (Independent Support Coordinators or ISCs) receive effective guidance, mentoring, and training, including all training required by TENNCARE and DIDD. Effective training shall include opportunities to practice support coordination duties in a manner that development and mastery of essential job skills. The intent of providing independent support coordination is to ensure that planning and coordination of services is conflict-free. Thus, providers of independent support coordination services are prohibited from providing both support coordination and other direct waiver services. Support Coordination providers must maintain an office in each grand region where services are provided.
  - b) Provide Support Coordination services in a manner consistent with the 1915(c) waiver, TennCare rules, policies, and protocols and the State Contract.
  - c) Provide Support Coordination services in a manner that ensures person-centered planning processes and practices are followed in compliance with 42 CFR § 438.208 and 42 C.F.R. § 441.301(c)(4)-(6) and that comports fully with standards applicable to person-centered planning for services delivered under Section 1915(c) of the Social Security Act.
  - d) Initiate and oversee at least annual reassessment of the individual's level of care eligibility, including initial and at least annual assessment of the individual's experience to confirm that that the setting in which the individual is receiving services and supports comports fully with standards applicable to HCBS settings delivered under Section 1915(c) of the Social Security Act, including those requirements applicable to provider-owned or controlled homes, except as supported by the individual's specific assessed need and set forth in the PCSP.

- e) Support the individual's informed choice regarding services and supports they receive, providers who offer such services, and the setting in which services and supports are received which shall be integrated in, and support full access to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
- f) Coordinate with United to support any person supported receiving HCBS and enrolled in the Statewide or CAC Waivers planning and implementing as seamless a transition as possible from EPSDT benefits to adult benefits, including any coordination of 1915c HCBS with State Plan HCBS – Home Health and Private Duty Nursing services, as applicable, and in accordance with the State Contract or TennCare policies and protocols.
- g) Ensure compliance with and reporting of specified waiver performance measures related to the PCSP, including:
  - PCSP inclusion of a risk assessment;
  - PCSP inclusion of a medical assessment, whether applicable;
  - PCSP review and revision, as needed, prior to the annual due date;
  - PCSP revisions completed as needed to address member's changing needs; and
  - Ensure member received services for the amount, duration, and frequency as well as type and scope specified in the approved PCSP.
- h) Track and report individual quality outcomes data as required by TENNCARE to measure provider and system performance.
- i) United shall require that all 1915(c) waiver Independent Support Coordination providers participate in education and training activities as required by United to understand physical and behavioral health benefits, and collaborate with United to ensure continuity and coordination among physical health, behavioral health, and long-term services and supports, and to ensure collaboration among physical health, behavioral health, and long-term services and supports providers pursuant to protocols, policies and procedures developed or approved by TENNCARE.

If Provider is a CHOICES or ECF CHOICES HCBS provider who renders PERS, assistive technology, minor home modifications, or pest control services, Provider shall meet all the requirements of the State Contract, the Agreement and this Appendix, applicable to Provider's services under the Agreement.

**4.9 TennCare Kids Services.** As applicable to Provider, Provider acknowledges and agrees that Provider is aware of the benefits that TennCare Kids offers and which requires Provider to make treatment decisions based upon children's individual medical and behavioral health needs, in accordance with the requirements of Section A.2.7.6 of the CRA, which are incorporated into this Appendix and shall be provided to Provider upon request.

**4.10 Local Health Department.** If Provider is a local health department, Provider shall meet all the requirements of the Agreement and this Appendix (except those that apply to nursing facilities

and HCBS providers). In addition, the following apply for the purpose of TennCare Kids screening services:

- i) Provider agrees to timely submit encounter data to United;
- ii) United agrees to timely process claims for services in accordance with CRA Section A.2.22.4;
- iii) Provider may terminate the Agreement for cause with thirty (30) days advance notice; and
- iv) United agrees that prior authorization shall not be required for the provision of TennCare Kids screening services.

**4.11 Referrals to Specialty Care Providers.** If Provider is a Primary Care Physician (“PCP”), Provider will arrange for referrals to specialty care providers pursuant to the referral policies and procedures as described in the Provider Manual. Providers who are specialty care providers will comply with referral requirements, including but not limited to the following:

- i) Maintain good communications with the Covered Person’s PCP and contact the Covered Person’s PCP if diagnosis or treatment required differs significantly from expectations indicated on the referral form;
- ii) Respond in a timely manner to the Covered Person’s PCP with summary of findings, test results, and recommendations following referral;
- iii) Notify the Covered Person’s PCP of the need for secondary referral within the TennCare network of physicians. Referral to other physicians outside of the TennCare network should be preceded by consultation and agreement with the Covered Person’s PCP unless in the case of a medical emergency; and
- iv) Hospitalize a Covered Person only with the knowledge and agreement of the Covered Person’s PCP or in the case of medical emergency.

**4.12 Reserved.**

**4.13 Ethical and Religious Directives.** In the event the Agreement includes a provision limiting the services Provider will provide, the following is applicable:

- i) The Provider shall provide a list to United of the services it does not deliver due to the Ethical and Religious Directives. United shall furnish this list to the Division of TennCare, notating those services that are TennCare covered services. This list shall be used by the United and the Division of TennCare to provide information to TennCare members about where and how the members can obtain the services that are not being delivered by the Provider due to Ethical and Religious Directives.
- ii) At the time of service, the Provider shall inform TennCare members of the health care options that are available to the TennCare members, but are not being provided by the Provider due to the Ethical and Religious Directives, but the Provider is not required to make specific recommendations or referrals. In addition, the Provider shall inform TennCare members that United has additional information on providers and procedures that are covered by Division of TennCare.

**4.14 ECF CHOICES and/or CHOICES CLS, CLS-FM, Section 1915(c) Providers.** If Provider is an ECF CHOICES and/or CHOICES CLS, CLS-FM, or Section 1915(c) provider in addition to

the other requirements set forth in the Agreement or this Appendix, the following provision shall apply.

- i) Residential Providers, shall develop and maintain policies concerning fire evacuation and natural disasters, including ensuring staff are knowledgeable about evacuation procedures and any available safety equipment (e.g., fire extinguishers).
- ii) Provider shall routinely monitor the maintenance of a sanitary and comfortable living environment and/or program site, and shall develop and maintain policies for staff to identify and report any individual or systemic problems identified. Additionally, all CLS-FM Providers must complete a DIDD-compliant home study and a current DIDD Family Model Residential Supports Initial Site Survey prior to member placement.
- iii) Providers with provider-owned vehicles (including employee-owned vehicles used to transport members) shall develop and maintain policies to routinely inspect such vehicles, including adaptive equipment used in such vehicles, and report and resolve any deficiencies with these vehicles.
- iv) Provider shall designate a staff member as an Incident Management Coordinator who shall be trained on Reportable Event processes by the United as prescribed by TennCare. Such staff member shall be the Provider's lead for Reportable Events, be primarily responsible for tracking and analyzing Reportable Events pursuant to Section A.2.15.7.1.2, and be the United's main point of contact at the Provider agency for Reportable Events.
- v) Provider shall develop and maintain a crisis intervention policy that is consistent with TennCare requirements and approved by United. As applicable, policies shall include instructions for the use of psychotropic medications and behavioral safety interventions.
- vi) Providers shall develop and maintain a complaint resolution process, which includes, but is not limited to the following: designation of a staff member as the complaint contact person; maintenance of a complaint log; and documentation and trending of complaint activity. Provider's policies and procedures concerning the complaint resolution process shall be available to the United upon request.
- vii) As applicable, Providers providing assistance to a Covered Person with medication administration shall develop and maintain policies to ensure any medications are provided and administered by trained and qualified staff consistent with a physician's orders. Provider shall ensure that medication administration records are properly maintained, and that all medication is properly stored and accessible to Covered Persons when needed. Such Providers shall also develop and maintain policies to track and trend medication variance and omission incidents to analyze trends and implement preventions strategies.
- viii) Provider shall develop and maintain policies approved by United that ensure Covered Persons are treated with dignity and respect, including ensuring staff obtain certification (as applicable) and training on person-centered practices and other topics as may be required pursuant to TENNCARE guidance or as otherwise required by the programs. Such policies shall include, but are not limited to:

- a) Ensuring Covered Persons/representatives and family are given the opportunity to participate in the selection and evaluation of their direct support staff, if applicable;
  - b) Soliciting Covered Person/representative and family feedback on Provider services;
  - c) Ensuring the Covered Person/representative has information to make informed choices about available services;
  - d) Ensuring Covered Persons are allowed to exercise personal control and choice related to their possessions;
  - e) Supporting Covered Persons in exercising their rights;
  - f) Periodically reviewing Covered Persons' day services and promoting meaningful day activities, if applicable;
  - g) Supporting the Covered Person in pursuing employment goals; and
  - h) Only restricting Covered Persons' rights as provided in the Covered Person's person-centered support plan.
- ix) Residential Providers shall develop and maintain policies to ensure that Covered Persons have good nutrition while being allowed to exercise personal choice and that Covered Persons' dietary and nutritional needs are met.
  - x) Providers shall ensure that staff have appropriate, job-specific qualifications and shall verify prior to and routinely during employment that Provider staff have all required licensure and certification. Additionally, all Providers shall ensure that staff receives ongoing supervision consistent with staff job functions. Providers shall ensure that the composition of the Provider board of directors or community advisor group, as applicable, reflects the diversity of the community that the Provider serves and is representative of the people served.
  - xi) Residential Providers shall have policies and procedures to manage and protect Covered Persons' personal funds that comport with all applicable United and TennCare policies, procedures and protocols.
  - xii) Providers shall carry adequate liability and other appropriate forms of insurance, which shall include, but is not limited to, the following:
    - a) Workers' Compensation/ Employers' Liability (including all States' coverage) with a limit not less than seven hundred fifty thousand dollars (\$750,000.00) per occurrence for employers' liability.
    - b) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent Provider, contractual liability and completed operations/products coverage) with bodily injury/property damage combined single limit not less than seven hundred fifty thousand dollars (\$750,000.00) per occurrence and one million, five hundred thousand dollars (\$1,500,000.00) aggregate.
    - c) Automobile Coverage (including owned, leased, hired, and non-owned vehicles coverage) with bodily injury/property damage combined single limits not less than one million, five hundred thousand dollars (\$1,500,000.00). ECF

CHOICES providers requiring this coverage are limited to those expected to transport the member as a component of service delivery, as follows: individual and small group employment supports (including pre-employment services), personal assistance, supportive home care, community integration support services, community transportation, independent living skills training, community living supports, and community living supports-family model.

- xiii) CHOICES and I/DD MLTSS Programs Providers shall allow DIDD staff access to pertinent Choices and I/DD MLTSS Program member documentation. in order for DIDD to perform its oversight role (applicable in CHOICES for Reportable Event Management and Quality Monitoring for specified services).
- xiv) CHOICES and I/DD MLTSS Programs Providers are required to comply with DIDD investigations as prescribed by TennCare protocol.

**4.15 Home Health Agencies.** If Provider is a home health agency (“HHA”), in addition to the other requirements set forth in the Agreement or this Appendix, the following provisions shall apply.

- i) Provider shall comply with the federal regulations delineating the conditions of participation that HHAs must meet in order to participate in the Medicaid program.
- ii) Provider shall supply each Covered Person with the following:
  - a) Written and verbal notice of the Covered Person’s rights and responsibilities as a home health patient as required under 42 CFR §484.50(a);
  - b) Written and verbal notice of Provider’s policy for transfer and discharge as required under 42 CFR §484.50(d), including an explanation in plain language that disruptive, abusive, or uncooperative behaviors could give rise to a “discharge for cause,” and the requirements that must be satisfied by Provider in order for transfer or a discharge to be effectuated;
  - c) Written and verbal notice of Provider’s obligation to accept complaints made by the Covered Person about the care that is (or fails to be) furnished, and of Provider’s obligation to investigate, document, and resolve these complaints (as well as complaints of mistreatment, neglect, or verbal, mental, sexual, and physical abuse, or injuries of unknown source, or misappropriation of the Covered Person’s property by anyone furnishing care on behalf of Provider), as required under 42 CFR §484.50(e);
  - d) An explanation of the scope of the home health services that the Covered Person will be receiving. Afterwards, Provider must obtain the signature of the Covered Person verifying that a Provider staff member has explained the scope of services to the Covered Person. Likewise, Provider must obtain, as required under 42 C.F.R. § 484.50(a)(2), the Covered Person’s or the legal representative’s signature confirming that they received written notice of the Covered Person’s rights and responsibilities as required by Section 4.15(ii)(a). Provider must maintain all signature(s) in their record of the Covered Person.
- iii) **Missed Visits.**
  - a) Provider must develop a back-up plan for each Covered Person to be implemented during missed visits, or when otherwise necessary. For purposes of this section, “missed visit,” refers to a period of one or more hours that a staff member of Provider does not furnish the home health service that a

Covered Person is authorized to receive and which has been implemented. A missed visit may be due to exigent circumstances beyond any party's control. It may also be due to a fault of Provider, the staff member, or United. It may also be due to a fault of the Covered Person. For example, the Covered Person refuses to allow the staff member to enter the home or to remain there after beginning work; the staff member suspects or witnesses unlawful activity in the home; or, the environment in the Covered Person's home is such that the staff member fears for their personal safety.

- b) When Provider is notified before a missed visit occurs or as it is occurring, Provider must contact the Covered Person and implement the back-up plan or offer a suitable alternative service. Provider must report all missed visits to United in writing within three calendar days of the missed visit. This report must be submitted on a United-approved form, which captures all of the information United requires, including, but not limited to, the following: the identity of the Covered Person; the type of service involved; the date of the missed visit; the cause(s); and, what corrective action was taken to mitigate the cause(s) of the missed visit. Provider must ensure that the staff member enters notes about the circumstances of a missed visit in every instance in which notes are possible.
- iv) When a conflict arises between a Covered Person and an assigned Provider staff member, or when a Covered Person refuses to allow an assigned staff member to begin or to complete their assigned visit, the staff member will immediately notify Provider. Once notified, Provider will contact the Covered Person and offer to either (1) implement the existing back-up plan or (2) staff the care with a qualified alternative staff member. In every instance, Provider must record these missed visits, as described above, and timely submit them to United. All of the aforementioned facts should be included in the reports with as much written explanation as possible regarding the causes and factors contributing to the conflict. If additional conflicts arise between the Covered Person and Provider or alternative staff member (for example, if a Covered Person refuses to admit the alternative staff member into Covered Person's home), Provider must notify United and must continue making reasonable efforts to staff the approved care with qualified alternative staff members until Provider, in its discretion, plans to discharge the Covered Person for cause. At that point, Provider must notify United of its decision to discharge or transfer the Covered Person.

**4.16 Electronic Visit Verification (EVV).** Provider shall cooperate with State requirements for electronic visit verification for personal care services and home health services, as applicable.

**4.17 Intermediate Care Facility for Individuals with Intellectual Disabilities Providers.** If Provider is an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IDD) provider, in addition to the other requirements set forth in the Agreement or this Appendix, Provider shall:

- i) Promptly notify United, and/or State entity as directed by the Division of TennCare, of a Covered Person's request for admission to the ICF/IDD or when there is a change in a Covered Person's known circumstances and to notify United, and/or State entity as directed by Division of TennCare, prior to a member's discharge;

- ii) Not admit any person to an ICF/IID for whom Medicaid reimbursement will be sought prior to completion of a Community Informed Choice process as prescribed by Division of TennCare, and approval of such admission by the State;
- iii) Provide written notice to the Division of TennCare and United in accordance with state and federal requirements before voluntarily terminating the agreement and to comply with all applicable state and federal requirements regarding voluntary termination;
- iv) Notify United prior to beginning to develop an involuntary discharge plan and to consult with United's IDD team to intervene in resolving issues if possible and, if not, to prepare and implement a discharge and/or transition plan as appropriate, including reasonable time to prepare the Covered Person and his/her parents or guardian for discharge or transfer;
- v) Notify the Covered Person and/or the Covered Person's representative (if applicable) in writing prior to discharge in accordance with state and federal requirements, including involving the member and their family or legal guardian in planning for any transfer or discharge. This process must include providing a summary of the Covered Person's course of stay in the ICF/IID, a final summary of the Covered Person's developmental, behavioral, social, health and nutritional status, and include the current status of the objectives listed in the member's IPP as well as a post-discharge plan of care;
- vi) Accept payment or appropriate denial made by United (or, if applicable, payment by United that is supplementary to the member's third party payer) plus the amount of any applicable Patient Liability, as payment in full for services provided and shall not solicit or accept any surety or guarantee of payment from a Covered Person in excess of the amount of applicable Patient Liability. For purposes of this Section 4.17(vi), Covered Person shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Covered Person being served;
- vii) Ensure compliance regarding a Covered Person's Patient Liability as specified in sections A.2.6.7 and A.2.21.5 of the CRA, which shall include but not be limited to collecting the applicable Covered Person Patient Liability amounts from CHOICES Group 1 members, notifying the Covered Person's Care Coordinator if there is an issue with collecting a Covered Person's Patient Liability, and making good faith efforts to collect payment;
- viii) Provide timely certification and recertification (as applicable) of the Covered Person's level of care eligibility for ICF/IID services and level of need for and receipt of continuous active treatment, and cooperate fully with United in the completion and submission of the level of care assessment;
- ix) Notify United of any change in a Covered Person's medical or functional condition that could impact the Covered Person's level of care eligibility and level of need for and receipt of continuous active treatment;
- x) Comply with state and federal laws and regulations applicable to ICFs/IID as well as any applicable federal court orders, including but not limited to the American with Disabilities Act and those that govern admission, transfer, and discharge policies;
- xi) Cooperate with United in developing and implementing protocols as part of United's ICF/IID diversion and transition plans pursuant to the Americans with Disabilities Act (see Section A.2.9.7.7), which shall, include, at a minimum, the ICF/IID's obligation to

promptly notify United upon request for admission of an eligible Covered Person regardless of payor source for the ICF/IID stay; refusal of admission of any person to an ICF/IID for whom Medicaid reimbursement will be sought pending completion of a Community Informed Choice process as prescribed by TennCare, and approval of such admission by the State; how the ICF/IID will assist United in identifying current ICF/IID residents who may want to transition from ICF/IID services to home and community-based care; the ICF/IID's obligation to promptly notify United regarding all such identified members; and how the ICF/IID will work with United in assessing the Covered Person's transition potential and needs, and in developing and implementing a transition plan, pursuant to 42 C.F.R. 483.440;

- xii) Have on file a system designed and utilized to ensure the integrity of the Covered Person's personal financial resources. This system shall be designed in accordance with the regulations and guidelines set out by the Comptroller of the Treasury and the applicable federal regulations;
- xii) Immediately notify United of any change in its license to operate as issued DIDD as well as any deficiencies cited during the federal certification or licensure process;

## SECTION 5 UNITED REQUIREMENTS

- 5.1 Prompt Payment.** United shall pay Provider upon receipt of a clean claim properly submitted by Provider within the required time frames as specified in TCA 56-32-126 and section A.2.22.4 of the CRA as may be amended from time to time. Payments made via electronic transfers shall include a signed ETF form that includes 42 CFR 455.18 and 455.19 statements immediately preceding the "Signature" section. United shall pay Provider only for services (1) provided in accordance with the requirements of the CRA, United's policies and procedures as set forth in the Agreement and this Appendix, and State and federal law and (2) provided to Covered Persons enrolled with United. Provider is responsible for (1) ensuring that any applicable authorization requirements are met and (2) verifying that a person is eligible for TennCare on the date of service.
- 5.2 Third Party Liability.** If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the CRA. Provider shall identify third party liability coverage, including Medicare and long-term care insurance and if applicable, seek such third party liability payment before submitting claims to United. Unless United otherwise requests assistance from Provider, United will be responsible for third party collections in accordance with the terms of the CRA.
- 5.3 Alternate Claims Processing.** In the event that the Division of TennCare deems United unable to timely process and reimburse claims and requires United to submit Provider claims for reimbursement to an alternative claims processor to ensure timely reimbursement, Provider shall agree to accept reimbursement at United's contracted reimbursement rate or the rate established by the Division of TennCare, whichever is greater.
- 5.4 No Incentives to Limit Medically Necessary Services.** United shall not structure compensation provided to individuals or entities that conduct utilization management and concurrent review activities so as to provide incentives for the individual or entity to deny, limit, or discontinue Medically Necessary Covered Services to any Covered Person.
- 5.5 Provider Discrimination Prohibition.** United shall not discriminate with respect to participation, reimbursement, or indemnification of a provider who is acting within the scope of

the provider's license or certification under applicable State law, solely on the basis of such license or certification. United shall not discriminate against Provider for serving high-risk Covered Persons or if Provider specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

**5.6 Communications with Covered Persons.** United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person for the following:

- i) The Covered Person's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;
- ii) Any information the Covered Person needs in order to decide among all relevant treatment options;
- iii) The risks, benefits, and consequences of treatment or non-treatment; or
- iv) The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

United also shall not prohibit a Provider from advocating on behalf of a Covered Person in any grievance system, utilization review process, or authorization process to obtain necessary health care services.

**5.7 Termination or Assignment of Agreement.** In addition to its termination rights under the Agreement, United shall have the right to suspend, deny, refuse to renew or terminate the Agreement in accordance with the terms of the CRA section E.14 and applicable law and regulation.

To the extent applicable to Providers provision of Covered Services (as defined within this Appendix), the Agreement shall be assignable from United to the State, or its designee, at the State's discretion upon written notice to United and Provider. Further, Provider agrees to be bound by any such assignment, and the State, or its designee, shall not be responsible for past obligations of United.

**5.8 Sanctions.** United shall have the right to assess liquidated damages, sanctions, or reductions in payment for specific failures to comply with contractual or credentialing requirements. This shall include, but may not be limited to, Provider's failure or refusal to respond to United's request for information, request to provide Medical Records, or request to provide credentialing information. At United's discretion or a directive by TennCare, United shall impose financial penalties against Provider as appropriate. Such action shall be taken in accordance with the terms of the CRA and applicable law and regulation.

**5.9 Provision of Materials to Provider.** United will provide a copy of the applicable member handbook and Provider Manual to provider, and may do so via website at [www.uhccommunityplan.com](http://www.uhccommunityplan.com) or other appropriate format.

**5.10 Notice of Denied Authorizations.** United will provide notice to Provider of any denied authorizations in accordance with the Provider Manual or other United policies and procedures.

- 5.11 Recoupment.** United will not recoup payments made to Provider when the specific issue, services or claims that are the basis of the repayment are currently being investigated by TennCare or the State of Tennessee, are the subject of pending federal or State litigation, or are being audited by the TennCare Recovery Audit Contractor (RAC). United will seek permission from the Division of TennCare before initiating any recoupment of any program integrity related funds in compliance with section A.2.20.1.11 of the CRA, to ensure that the repayment is permissible. In the event United obtains funds in cases where repayment is prohibited, such funds shall be returned to Provider.

## **SECTION 6 OTHER REQUIREMENTS**

- 6.1 Compliance with State Contract.** All tasks performed under the Agreement shall be performed in accordance with the requirements of the applicable CRA, as set forth in this Appendix, the Provider Manual, and protocols, policies and procedures that United has provided or delivered to Provider. No other terms or conditions agreed to by United and Provider shall negate or supersede the requirements of section A.2.12.9 or other applicable provisions of the CRA, which are incorporated into the Agreement by reference. It is United's responsibility to provide all necessary training and information to Provider to ensure satisfaction of all United's responsibilities specified under the CRA. Nothing in the Agreement relieves United of its responsibility under the CRA. If the Division of TennCare determines any provision of the Agreement is in conflict with provisions of the applicable CRA, the terms of the CRA shall control and the terms of the Agreement in conflict with those of the CRA will be considered null and void. All other provisions of the Agreement shall remain in full force and effect.
- 6.2 Monitoring.** United shall perform ongoing monitoring of Provider and shall perform periodic formal reviews, whether announced or unannounced, of Provider and of Covered Services rendered to Covered Persons, consistent with the requirements of State and federal law and the applicable CRA. As a result of such monitoring activities, United shall identify to Provider any deficiencies or areas for improvement mandated under the CRA and Provider shall take appropriate corrective action where necessary to improve quality of care, in accordance with that level of medical, behavioral health, or Long-Term Services and Supports which is recognized as acceptable professional practice in the respective community in which Provider practices and/or the standards established by the Division of TennCare. Provider shall comply with any corrective action plan initiated by United.
- 6.3 Delegation.** The parties agree that, prior to execution of the Agreement, United evaluated Provider's ability to perform any duties delegated to Provider under the Agreement. Any delegated duties and reporting responsibilities shall be set forth in the Agreement or other written delegation agreement or addendum between the parties. United shall have the right to revoke any functions or activities United delegates to Provider under the Agreement if in United's reasonable judgment Provider's performance under the Agreement is inadequate.
- 6.4 Reassignment of Payment.** Any assignment of TennCare funds or payments to billing agents or alternative payees and any reassignment of payment must be made in accordance with 42 CFR 447.10 and shall require an executed billing agent agreement or alternative payee assignment agreement. If the alternative payee assignment is on-going, United or Provider, as applicable, shall screen the billing agents and alternative payees initially and monthly through

the federal exclusion (LEIE) and debarment (EPLS) databases. Any direct or indirect payments to out of country individuals and/or entities are prohibited.

- 6.5 Entire Agreement.** The Agreement, including the appendices, Provider Manual and policies and procedures referenced in, and incorporated into, the Agreement and this Appendix contain the entire agreement of United and Provider, and shall supersede all other oral agreements or negotiations between the parties. The Agreement, and any renewal of the Agreement, shall include a signature page which contains United's and Provider's names which are typed or legibly written, Provider's company with titles, and dated signatures of all appropriate parties and specify the effective date.
- 6.6 Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall be reduced to writing and signed by United and Provider and be attached to the Agreement. The only exception will be changes required to conform the contract to regulatory requirements required by the State of Tennessee as described in Section 1 of this Appendix. All notification of amended language will be documented (e.g., Certified Mail, facsimile, hand-delivered receipt, etc.). Provider shall have thirty (30) days from the date that United sends notice of change to give notice of rejection. Notice of rejection shall constitute termination without cause and require Provider to follow the termination provisions outlined in the Agreement.
- 6.7 State Review and Approval.** The Agreement and this Appendix, and any future revisions to the Agreement or this Appendix, are subject to advance approval of TDCI in accordance with applicable State law regarding the approval of a certificate of authority (COA) and any material modifications thereof. United shall revise the Agreement and this Appendix as directed by the Division of TennCare. Further, the Division of TennCare shall have the right to direct United to terminate or modify the Agreement when the Division of TennCare determines it to be in the best interest of the State.
- 6.8 Termination of CRA.** United and Provider recognize and agree that in the event of termination of an applicable CRA, Provider shall immediately make available to the Division of TennCare, or its designated representative, in a usable form, any or all records, whether medical or financial, related to Provider's activities undertaken pursuant to the Agreement. The provision of such records shall be at no expense to the Division of TennCare. Provider shall continue to provide Covered Services under the terms and conditions of the Agreement for up to forty-five (45) calendar days from the termination date or until Covered Persons can be transferred to another managed care organization, whichever is longer. United shall continue to reimburse Provider for Covered Services through the end of United's obligations under the CRA.
- 6.9 Governing Law.** The parties acknowledge that any disputes arising out of TennCare program services or items provided pursuant to the CRA shall be governed by and construed in accordance with the law of the State of Tennessee.
- 6.10 Escalators.** As provided at Section 2.13.2.2 in the CRA between United and TennCare, the parties agree that United shall not reimburse Provider based on automatic escalators or linkages to other methodologies that escalate such as current Medicare rates or inflation indexes unless otherwise allowed by TennCare.
- 6.11 No Exclusivity.** Nothing in the Agreement or this Appendix shall be construed as prohibiting or penalizing Provider for contracting with a managed care organization other than Health Plan or as prohibiting or penalizing United for contracting with other providers.



## Payment Appendix Fee Information Document

Representative Fee Schedule Sample for -1: as of 7/1/2022  
Report Date: 06/21/2022

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

Type Of Service Description	Primary Fee Source	Pricing Level
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**Default Percent of Eligible Charges:** 20.00%  
**Professional/Technical Modifier Pricing:** Fee Source-Based  
**Site of Service Price Differential:** Site of Service applies. CMS Assignment (ASC POS 24 = F)  
**Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value):** \$ 40.00  
**Calculation of Anesthesia Partial Units:** Proration  
**Schedule Type:** FFS

**Last Routine Maintenance Update:** 07-01-2022

**Fixed Fees:** 92507 - \$40.00 92508 - \$40.00 92551 - \$40.00 92552 - \$40.00 92553 - \$40.00 92555 - \$40.00 92556 - \$40.00 92557 - \$40.00 92567 - \$40.00 92568 - \$40.00 92570 - \$40.00 92579 - \$40.00 92582 - \$40.00 92587 - \$40.00 92587-26 - \$34.21 92587-TC - \$5.79 92588 - \$40.00 92588-26 - \$35.04 92588-TC - \$4.96 92620 - \$40.00 92621 - \$40.00 95851 - \$40.00 95852 - \$40.00 97110 - \$40.00 97112 - \$40.00 97116 - \$40.00 97124 - \$40.00 97150 - \$40.00 97161 - \$40.00 97162 - \$40.00 97163 - \$40.00 97164 - \$40.00 97165 - \$40.00 97166 - \$40.00 97167 - \$40.00 97168 - \$40.00 97530 - \$40.00 97535 - \$40.00 97537 - \$40.00 97542 - \$40.00 97750 - \$40.00 97755 - \$40.00 97760 - \$40.00 97761 - \$40.00 97763 - \$40.00 99211 - \$5.37

## Payment Appendix Fee Information Document

Representative Fee Schedule Sample for -1: as of 7/1/2022  
Report Date: 06/21/2022

Fee Schedule ID: TN 9126A - NonFacility  
Linked Fee Schedule ID: TN 9127A - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
01953	00	ANES 2/3 DGR BRN	ANESTHESIA - PM	NonFacility	\$ 40.00
01996	00	DAILY HOSP MGMT	ANESTHESIA - PM	NonFacility	\$ 120.00
92507	00	TX SPEECH LANG V	MEDICINE - OTHER	NonFacility	\$ 40.00
92508	00	TX SPEECH LANGUA	MEDICINE - OTHER	NonFacility	\$ 40.00
92551	00	SCREENING TEST P	MEDICINE - OTHER	NonFacility	\$ 40.00
92552	00	PURE TONE AUDIOM	MEDICINE - OTHER	NonFacility	\$ 40.00
92553	00	PURE TONE AUDIOM	MEDICINE - OTHER	NonFacility	\$ 40.00
92555	00	SPEECH AUDIOMETR	MEDICINE - OTHER	NonFacility	\$ 40.00
92556	00	SPEECH AUDIOMETR	MEDICINE - OTHER	NonFacility	\$ 40.00
92557	00	COMPRES AUDIOMETR	MEDICINE - OTHER	NonFacility	\$ 40.00
92567	00	TYMPANOMETRY	MEDICINE - OTHER	NonFacility	\$ 40.00
92568	00	ACOUSTIC REFLEX	MEDICINE - OTHER	NonFacility	\$ 40.00
92570	00	ACOUSTIC IMMIT T	MEDICINE - OTHER	NonFacility	\$ 40.00
92579	00	VISUAL REINFORCE	MEDICINE - OTHER	NonFacility	\$ 40.00
92582	00	CONDITIONING PLA	MEDICINE - OTHER	NonFacility	\$ 40.00
92587	00	DISTORT PRODUCT	MEDICINE - OTHER	NonFacility	\$ 40.00
92587	26	DISTORT PRODUCT	MEDICINE - OTHER	NonFacility	\$ 34.21
92587	TC	DISTORT PRODUCT	MEDICINE - OTHER	NonFacility	\$ 5.79
92588	00	DISTR PROD EVOK	MEDICINE - OTHER	NonFacility	\$ 40.00
92588	26	DISTR PROD EVOK	MEDICINE - OTHER	NonFacility	\$ 35.04
92588	TC	DISTR PROD EVOK	MEDICINE - OTHER	NonFacility	\$ 4.96
92620	00	EVAL CENTRAL AUD	MEDICINE - OTHER	NonFacility	\$ 40.00
92621	00	EVAL CENTRAL AUD	MEDICINE - OTHER	NonFacility	\$ 40.00
95851	00	ROM MEAS&REPR E	MEDICINE - OTHER	NonFacility	\$ 40.00
95852	00	ROM MEAS&REPR H	MEDICINE - OTHER	NonFacility	\$ 40.00
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97112	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97116	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97124	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97150	00	THERAPEUTIC PROC	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97161	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97162	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97163	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97164	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97165	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97166	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97167	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97168	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97530	00	THERAPEUT ACTVIT	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97535	00	SELF-CARE/HOME M	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97537	00	COMMUNITY/WORK R	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97542	00	WHEELCHAIR MGMT	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97750	00	PHYSICAL PERFORM	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97755	00	ASSTV TECHNOL AS	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97760	00	ORTHOTICS MGMT &	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97761	00	PROSTHETICS TRAI	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
97763	00	ORTHOTICS/PROSTH	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	NonFacility	\$ 40.00
99211	00	OFFICE/OUTPATIEN	EVALUATION & MANAGEMENT	NonFacility	\$ 5.37

Default Percent of Eligible Charges: 20.00%  
Professional/Technical Modifier Pricing: Fee Source-Based  
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)  
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 40.00  
Calculation of Anesthesia Partial Units: Proration  
Schedule Type: FFS

Last Routine Maintenance Update: 07-01-2022

## Payment Appendix Fee Information Document

Representative Fee Schedule Sample for -1: as of 7/1/2022  
Report Date: 06/21/2022

Fee Schedule ID: TN 9126A - NonFacility  
Linked Fee Schedule ID: TN 9127A - Facility

CPT/HCPCS	Modifier	CPT/HCPCS Description	Type of Service Description	Place of Service	Fee Amount
01953	00	ANES 2/3 DGR BRN	ANESTHESIA - PM	Facility	\$ 40.00
01996	00	DAILY HOSP MGMT	ANESTHESIA - PM	Facility	\$ 120.00
92507	00	TX SPEECH LANG V	MEDICINE - OTHER	Facility	\$ 40.00
92508	00	TX SPEECH LANGUA	MEDICINE - OTHER	Facility	\$ 40.00
92551	00	SCREENING TEST P	MEDICINE - OTHER	Facility	\$ 40.00
92552	00	PURE TONE AUDIOM	MEDICINE - OTHER	Facility	\$ 40.00
92553	00	PURE TONE AUDIOM	MEDICINE - OTHER	Facility	\$ 40.00
92555	00	SPEECH AUDIOMETR	MEDICINE - OTHER	Facility	\$ 40.00
92556	00	SPEECH AUDIOMETR	MEDICINE - OTHER	Facility	\$ 40.00
92557	00	COMPRES AUDIOMETR	MEDICINE - OTHER	Facility	\$ 40.00
92567	00	TYMPANOMETRY	MEDICINE - OTHER	Facility	\$ 40.00
92568	00	ACOUSTIC REFLEX	MEDICINE - OTHER	Facility	\$ 40.00
92570	00	ACOUSTIC IMM T	MEDICINE - OTHER	Facility	\$ 40.00
92579	00	VISUAL REINFORCE	MEDICINE - OTHER	Facility	\$ 40.00
92582	00	CONDITIONING PLA	MEDICINE - OTHER	Facility	\$ 40.00
92587	00	DISTORT PRODUCT	MEDICINE - OTHER	Facility	\$ 40.00
92587	26	DISTORT PRODUCT	MEDICINE - OTHER	Facility	\$ 34.21
92587	TC	DISTORT PRODUCT	MEDICINE - OTHER	Facility	\$ 5.79
92588	00	DISTR PROD EVOK	MEDICINE - OTHER	Facility	\$ 40.00
92588	26	DISTR PROD EVOK	MEDICINE - OTHER	Facility	\$ 35.04
92588	TC	DISTR PROD EVOK	MEDICINE - OTHER	Facility	\$ 4.96
92620	00	EVAL CENTRAL AUD	MEDICINE - OTHER	Facility	\$ 40.00
92621	00	EVAL CENTRAL AUD	MEDICINE - OTHER	Facility	\$ 40.00
95851	00	ROM MEAS&REPR T	MEDICINE - OTHER	Facility	\$ 40.00
95852	00	ROM MEAS&REPR T	MEDICINE - OTHER	Facility	\$ 40.00
97110	00	THERAPEUTIC PX 1	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97112	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97116	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97124	00	THER PX 1/> AREA	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97150	00	THERAPEUTIC PROC	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97161	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97162	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97163	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97164	00	PHYSICAL THERAPY	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97165	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97166	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97167	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97168	00	OCCUPATIONAL THE	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97530	00	THERAPEUT ACTVIT	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97535	00	SELF-CARE/HOME M	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97537	00	COMMUNITY/WORK R	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97542	00	WHEELCHAIR MGMT	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97750	00	PHYSICAL PERFORM	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97755	00	ASSTV TECHNOL AS	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97760	00	ORTHOTICS MGMT &	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97761	00	PROSTHETICS TRAI	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
97763	00	ORTHOTICS/PROSTH	MEDICINE - PHYSICAL MED AND REHAB -THERAPIES&OTHER	Facility	\$ 40.00
99211	00	OFFICE/OUTPATIEN	EVALUATION & MANAGEMENT	Facility	\$ 5.37

Default Percent of Eligible Charges: 20.00%  
Professional/Technical Modifier Pricing: Fee Source-Based  
Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 = F)  
Anesthesia Conversion Factor (Based on a 15 minute Anesthesia Time Unit Value): \$ 40.00  
Calculation of Anesthesia Partial Units: Proration  
Schedule Type: FFS

Last Routine Maintenance Update: 07-01-2022

## Payment Appendix Fee Information Document Additional Information About This Fee Schedule

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

### Section 1. Definition of Terms

Unless otherwise defined in this document, capitalized terms will have the meanings ascribed to them in the Agreement.

**AMA:** American Medical Association located at: [www.ama-assn.org](http://www.ama-assn.org) .

**Anesthesia Conversion Factor:** The dollar amount that will be used in the calculation of time-based and non-time based Anesthesia Management fees in accordance with the Anesthesia Payment Policy. Unless specifically stated otherwise, the Anesthesia Conversion Factor indicated is fixed and will not change. The Anesthesia Conversion Factor is based on an anesthesia time unit value of 15 minutes. In the event that any of United's claims systems cannot administer a 15 minute anesthesia time unit value, then the Anesthesia Conversion Factor will be calculated as follows:

$$[ (\text{Value of 15 minute Anesthesia Conversion Factor} / 15) * \text{anesthesia time unit value} ]$$

For example, an Anesthesia Conversion Factor of \$60.00 (based on a 15-minute anesthesia time unit value) would be calculated to an Anesthesia Conversion Factor of \$40.00 (based on a 10-minute anesthesia time unit value).

$$\text{Example: } [ (\$60.00 / 15) * 10 = \$40.00 ]$$

**Anesthesia Management:** The management of anesthesia services related to medical, surgical or scopic procedures, as described in the current Anesthesia Management Codes list attached to the Anesthesia Payment Policy located at [www.unitedhealthcareonline.com](http://www.unitedhealthcareonline.com) .

### **Calculation of Anesthesia Partial Units:**

**Proration:** Partial time units will be prorated and calculated to one decimal place rounded to the nearest tenth. For example, if the anesthesia time unit value is based on 15 minutes and if 17 minutes of actual time is submitted on a claim, then the 17 minutes will be divided by 15. The resulting figure of 1.1333 will be rounded to the nearest tenth and the total time units for the claim will be 1.1 time units.

In the event that any of United's claims systems cannot administer the calculation of partial units as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the Proration method described above.

**CMS:** Centers for Medicare and Medicaid Services located at: [www.cms.hhs.gov](http://www.cms.hhs.gov) .

**CMS OPPSCap Rate:** The Outpatient Prospective Payment System (OPPS) Cap Rate as defined in Section 5102(b) of the Deficit Reduction Act of 2005.

**Conversion Factor:** A multiplier, expressed in dollars per relative value unit, which converts relative values into Fee Basis amounts.

**CPT/HCPCS:** A set of codes that describe procedures and services, including supplies and materials, performed or provided by physicians and other health care professionals. Each procedure or service is identified with a 5 digit code. The use of CPT/HCPCS simplifies the reporting of services.

**CPT/HCPCS Description:** The descriptor associated with each CPT/HCPCS code.

**Default Percent of Eligible Charges:** In the event that a Fee Basis amount is not sourced by either a primary or alternate Fee Source, such as services submitted using unlisted, unclassified or miscellaneous codes, the codes are subject to correct coding review and will be priced at the contracted percentage indicated within this document.

**Expired Code:** An existing CPT or HCPCS code that will be expired by the entity that published the code (for example, CMS or the AMA).

**Fee Amount:** The contract rate for each CPT/HCPCS. The calculation of the Fee Amount is impacted by a variety of factors explained within this document including, but not limited to, Professional/Technical Modifier Pricing, Carrier Locality, CMS year, Place of Service and Pricing Level. The Fee Amount is calculated by multiplying the Fee Basis times the Pricing Level for each specific Type of Service.

**Fee Basis:** The amount published by the Fee Source upon which the Pricing Level will be applied to derive the Fee Amount.

**Fee Schedule ID:** United's proprietary naming/numbering convention that is used to identify the specific fee schedule which supports the terms of the contractual agreement. This is the fee schedule for services performed in nonfacility Places of Service.

## Payment Appendix Fee Information Document Additional Information About This Fee Schedule

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

**Fee Schedule Specifications:** Documentation of the underlying calculation methodology and criteria used to derive the Fee Amounts contained within the fee schedule.

**Fee Source:** The primary or alternate entity or publication that is supplying the Fee Basis.

**Fixed Fees:** Fee Amounts that are set at amounts which do not change. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

**Flat Rate Fee:** An amount published by a Fee Source and used as a Fee Basis that is other than a RVU, such as an amount for durable medical equipment or laboratory services.

**Future Payment Terms:** The general description of any pricing terms which will be implemented on a scheduled future effective date.

**Last Routine Maintenance Update:** The effective date on which this fee schedule was most recently updated. Please refer to the Routine Maintenance section of this document for more information about Routine Maintenance updates.

**Linked Fee Schedule ID:** United's proprietary naming/numbering convention that is used to identify the specific fee schedule for each specific contractual agreement. This is the fee schedule for services performed in facility Places of Service.

**Modifier:** A Modifier provides the means to report or indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code.

**Place of Service:** The facility or nonfacility setting in which the service is performed. This may also be referred to by CMS as Payment Type.

**Pricing Level:** The contracted percentage or amount that will be multiplied times the primary or alternate Fee Basis amount in order to derive the Fee Amount.

**Primary Fee Source (Carrier Locality):** The main Fee Source used to supply the Fee Basis amount for deriving the Fee Amount within each Type of Service category. For instance, if the Fee Amounts for a given category of codes are derived by applying a particular Pricing Level to the CMS Resource-Based Relative Value Scale (RBRVS), then CMS RBRVS is the Primary Fee Source. The Carrier Locality is designated to indicate the exact CMS geographic region upon which the Fee Amounts are based.

**Professional/Technical Modifier Pricing: Fee Source-Based:** Fee Amounts for Modifiers (for example, -TC or -26 Modifiers) are derived using the Fee Basis amount as published by the primary or alternate Fee Source.

**RVU:** Relative Value Unit as published by CMS. United uses the RVU that is used by CMS. For example, if CMS uses a transitional RVU, then United will as well.

**Replacement Code:** One or more new CPT or HCPCS codes that are the exact same services or descriptions and will replace one or more Expired Codes within the same Type of Service category.

**Report Date:** The actual date that this document was produced.

**Representative Fee Schedule Sample:** A representative listing of the most commonly used CPT/HCPCS codes and fees, along with other relevant pricing information, for each specific Fee Schedule ID. The Fee Amounts listed are intended for pricing purposes only and are subject to other matters described in this Agreement, such as the Payment Policies.

**Schedule Type: FFS:** This is a fee-for-service fee schedule. Unless stated otherwise, the Fee Amount indicated will be used to calculate payment to you as further described within this document.

**Site of Service Price Differential: Site of Service applies. CMS Assignment (ASC POS 24 =F):** This fee schedule follows CMS guidelines for determining when services are priced at the facility or nonfacility fee schedule (with the exception of services performed at Ambulatory Surgery Centers, POS 24, which will be priced at the facility fee schedule). CMS guidelines can be located at: [www.cms.hhs.gov](http://www.cms.hhs.gov).

## Payment Appendix Fee Information Document Additional Information About This Fee Schedule

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

In the event that any of United's claims systems cannot administer the calculation of Site of Service Differential pricing as indicated above, a different calculation method will be used until such time as the appropriate system enhancements can be programmed and implemented. That different calculation method will result in a Fee Amount that is no less than the Fee Amount that would apply under the method described above.

**Type of Service:** A general categorization of related CPT/HCPCS codes. Type of Service categories are intended to closely align with the CPT groupings in the Current Procedural Terminology code book (as published by the AMA) and the HCPCS groupings (as published by CMS). The Office Lab Type of Service category represents those lab tests, as determined by United, in which the lab test result is necessary to make an informed treatment decision while the patient is in the office. A partial or complete crosswalk mapping of CPT/HCPCS to Type of Service categories is available to you upon request.

**United:** UnitedHealthcare Insurance Company or one of its affiliates which is a party to the Agreement.

### **Section 2. Alternate Fee Sources**

In the event the Primary Fee Source contains no published Fee Basis amount alternate (or 'gap fill') Fee Sources may be used to supply the Fee Basis amount for deriving the Fee Amount. For example, if a new CPT/HCPCS code has been created within the Type of Service category of codes described above, and CMS has not yet established an RBRVS value for the code, we use Fee Sources that exist within the industry to fill that gap. For that CPT/HCPCS code, we adopt the RBRVS value established by the gap-fill Fee Source, and determine the Fee Amount for that CPT/HCPCS code by applying to the gap-fill RBRVS the same Conversion Factor and Pricing Level that we apply to the CMS RBRVS for those CPT/HCPCS code that have CMS RBRVS values. At such time in the future as CMS publishes its own RBRVS value for that CPT/HCPCS code, we would begin using the Primary Fee Source, CMS, to derive the Fee Amount for that code and no longer use the alternate Fee Source. Information about our Alternate and Primary Fee Sources can be located at [www.unitedhealthcareonline.com](http://www.unitedhealthcareonline.com) >> Claims & Payments >> Fee Schedule Lookup >> Related Links.

### **Section 3. Routine Updates**

Routine updates occur when United mechanically incorporates revised information created by the Fee Source, and as described below, to update the Fee Amounts calculated in accordance with this Fee Information Document. United routinely updates its fee schedule: (1) to stay current with applicable coding practices; (2) in response to price changes for immunizations and injectable medications; and (3) to remain in compliance with HIPAA requirements. United will not generally attempt to communicate routine updates of this nature.

The types of routine updates, and their respective effective dates, are described below.

#### **a. Annual Changes to Relative Value Units, Conversion Factors, or Flat Rate Fees**

This fee schedule follows a "stated year" construction methodology. The 2020 RVU, the 2020 Conversion Factor, and the 2020 Flat Rate Fee will be locked in as the basis for deriving Fee Amounts.

Generally, any RVU, Conversion Factor, or Flat Rate Fee changes published in subsequent years by the Primary Fee Sources will not be reflected in this fee schedule except, for example, to add Fee Amounts for new codes or to replace alternate Fee Basis amounts. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

#### **b. Quarterly Updates in Response to Changes Published by Primary and Alternate Fee Sources**

United updates its fee schedule in response to changes published by Primary Fee Sources as a result of additions, deletions, and changes to CPT codes by the AMA or HCPCS codes by CMS and any subsequent changes to CMS' annual update. United updates its fee schedules for new CPT/HCPCS codes using the applicable Conversion Factor and Pricing Level of the original construction methodology along with the then-current RVU of the published CPT/HCPCS code. The effective date of the updates described in this subsection b. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection b. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee

## Payment Appendix Fee Information Document Additional Information About This Fee Schedule

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

update under this subsection b. will be effective no later than October 1.

In the event that a code contains a status code of "C" (indicating the code is carrier priced), United will establish Fee Amounts using the following methodology:

- 1) If CMS' multiple procedure indicator is other than "4" and United's multiple imaging reductions do not apply, United will establish Fee Amounts for those codes and modifiers using the CMS OPPSCap Rate, if available.
- 2) In all other cases (including if a CMS OPPSCap Rate is not available), United will use reasonable commercial efforts to establish Fee Amounts for all modifiers associated with the code based on fee information available and published by (in order of preference) CMS, the local fiscal intermediary or fiscal intermediaries from other locations.

However, in the event that the code source has expired a CPT/HCPCS code and replaced it with a Replacement Code, United will crosswalk the fee from the Expired Code to its Replacement Code as further described below:

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II), when one Expired Code is replaced by one Replacement Code, United will apply the Expired Code's Fee Amount to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

Based on information published by the code source (AMA Current Procedural Terminology and The HCPCS Level II) and United's claims data, when several Expired Codes that are always done in conjunction with each other are replaced by one Replacement Code, United will apply the sum of these Expired Code's Fee Amounts to the Replacement Code; provided, however, if the Expired Code's Fee Amount was determined by an alternate Fee Source and a Primary Fee Source becomes available, the Replacement Code's Fee Amount will be determined using the Primary Fee Source.

The following types of codes are not included in our direct crosswalk methodology as described above:

- Temporary HCPCS codes, such as G, K, Q, and S codes
- Temporary CPT codes, such as Category III codes
- Informational codes, such as CPT Category II codes
- HCPC-C Codes, which are only used by hospitals  
Codes categorized as immunizations and injectables

If any types of codes not currently listed in the exclusions above are developed in the future, United reserves the right to make a crosswalk determination at that time.

### **c. Price Changes for Immunizations and Injectables**

United routinely updates the Fee Amounts in response to price changes for immunizations and injectables published by the Fee Sources. In addition, United's Executive Drug Pricing Forum (EDPF) meets on a quarterly basis to review and evaluate the drug prices that will be used in each quarterly update. The EDPF may address topics including pricing for emerging drugs, anticipated manufacturer price changes, and special circumstances (for example, H1N1 vaccine). Based on supporting information provided by the drug manufacturer or the Fee Source, United's EDPF may elect to establish a Fee Amount or override a Fee Amount, as published by the Fee Source, in favor of a Fee Amount that is more appropriate and reasonable for a particular vaccine or drug. These Fee Amount updates will be effective as described below.

The effective date of updates under this subsection c. will be no later than the first day of the next calendar quarter after final publication by the Fee Source, except that if that quarter begins less than 60 days after final publication, the effective date will be no later than the first day of the calendar quarter following the next calendar quarter. For example, if final publication by the Fee Source is on April 10, the fee update under this subsection c. will be effective no later than July 1, and if final publication by the Fee Source is on June 10, the fee update under this subsection c. will be effective no later than October 1.

### **d. Other Updates**

United reserves the right, but not the obligation, to perform other updates as may be necessary to remain consistent with a Primary Fee Source. United also will perform other updates as may be required by applicable law from time to time. United will use reasonable commercial efforts to implement the updates in its systems on or before the later of (i) 90 days after the effective date of any modification made by the Fee Source or (ii) 90 days after the date on which the Fee Source initially places information regarding such modification in the public domain (for example, when CMS distributes program memoranda to providers). United will make the updates effective in its system on the effective date of the change by the Fee Source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

## Payment Appendix Fee Information Document Additional Information About This Fee Schedule

**Fee Schedule ID:** TN 9126A - NonFacility  
**Linked Fee Schedule ID:** TN 9127A - Facility

### **Section 4. Miscellaneous**

Claims must be submitted using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Fee Amounts listed in the fee schedule are all-inclusive, including without limitation any applicable taxes. Unless specifically indicated otherwise, Fee Amounts represent global fees and may be subject to reductions based on appropriate Modifier (for example, professional and technical modifiers.) As used in the previous sentence, "global fees" refers to services billed without a Modifier, for which the Fee Amount includes both the professional component and the technical component. Any co-payment, deductible or coinsurance that the customer is responsible to pay under the customer's benefit contract will be subtracted from the listed Fee Amount in determining the amount to be paid by the payer. The actual payment amount is also subject to matters described in this agreement, such as the Payment Policies.

No payments will be made for any CMS additional compensation programs under this Payment Appendix, including without limitation value based modifiers, incentive programs or other bonus payment programs.

### **Section 5. Services Covered or Provided by Another Program**

If an applicable state, federal or other program is available to provide items or payment directly to provider for specific covered services for customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix. (For example, the Vaccines For Children program currently provides vaccines free of charge, and therefore no amount will be payable under this Appendix for vaccines within the Vaccines For Children program.)

**For More Information** United is committed to providing transparency related to our fee schedules. If you have questions about this fee schedule, please contact Network Management at the address and phone number on your contract or participation agreement. Alternatively, you may use our fee schedule look-up function on the web at: [www.unitedhealthcareonline.com](http://www.unitedhealthcareonline.com) or contact our Voice Enabled Telephonic Self Service line at (877) 842-3210.

**Cumberland County Finance  
Summary Financial Statement  
July 2022**

**DRAFT / PRELIMINARY**

141 General Purpose School		Year-To-Date					Month-To-Date				
Account	Description	Budget Estimate	Total	Actual	Encumbered	% of Budget	Budget Estimate	Total	Actual	Encumbered	% of Avg
							Avg/Mth				
<b>Revenues</b>											
40110	Current Property Tax	2,818,910.00	0.00	0.00	0.00	0.00%	234,909.17	0.00	0.00	0.00	0.00%
40120	Trustee's Collections - Prior Year	220,379.00	0.00	0.00	0.00	0.00%	18,364.92	0.00	0.00	0.00	0.00%
40130	Cir Clk/Clk & Master Collections-Pr Y	97,098.00	0.00	0.00	0.00	0.00%	8,091.50	0.00	0.00	0.00	0.00%
40140	Interest And Penalty	100,108.00	0.00	0.00	0.00	0.00%	8,342.33	0.00	0.00	0.00	0.00%
40210	Local Option Sales Tax	15,683,100.00	0.00	0.00	0.00	0.00%	1,306,925.00	0.00	0.00	0.00	0.00%
40270	Business Tax	4,249.00	0.00	0.00	0.00	0.00%	354.08	0.00	0.00	0.00	0.00%
40275	Mixed Drink Sales	67,928.00	0.00	0.00	0.00	0.00%	5,660.67	0.00	0.00	0.00	0.00%
43517	Tuition - Other	110,000.00	0.00	0.00	0.00	0.00%	9,166.67	0.00	0.00	0.00	0.00%
43570	Receipts From Individual Schools	60,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	0.00	0.00	0.00%
43990	Other Charges For Services	26,000.00	0.00	0.00	0.00	0.00%	2,166.67	0.00	0.00	0.00	0.00%
44120	Lease/Rentals	8,000.00	0.00	0.00	0.00	0.00%	666.67	0.00	0.00	0.00	0.00%
44145	Sale Of Recycled Materials	7,500.00	0.00	0.00	0.00	0.00%	625	0.00	0.00	0.00	0.00%
44170	Miscellaneous Refunds	170,000.00	0.00	0.00	0.00	0.00%	14,166.67	0.00	0.00	0.00	0.00%
44560	Damages Recovered From Individual	1,500.00	0.00	0.00	0.00	0.00%	125	0.00	0.00	0.00	0.00%
44570	Contributions & Gifts	15,000.00	0.00	0.00	0.00	0.00%	1,250.00	0.00	0.00	0.00	0.00%
44990	Other Local Revenues	14,000.00	0.00	0.00	0.00	0.00%	1,166.67	0.00	0.00	0.00	0.00%
46511	Basic Education Program	36,787,000.00	0.00	0.00	0.00	0.00%	3,065,583.33	0.00	0.00	0.00	0.00%
46515	Early Childhood Education	1,059,450.00	0.00	0.00	0.00	0.00%	88,287.50	0.00	0.00	0.00	0.00%
46590	Other State Education Funds	597,026.00	0.00	0.00	0.00	0.00%	49,752.17	0.00	0.00	0.00	0.00%
46591	Coordinated School Health - ARRA	100,000.00	0.00	0.00	0.00	0.00%	8,333.33	0.00	0.00	0.00	0.00%
46594	Family Resource Centers - ARRA	29,611.00	0.00	0.00	0.00	0.00%	2,467.58	0.00	0.00	0.00	0.00%
46610	Career Ladder Program	117,000.00	0.00	0.00	0.00	0.00%	9,750.00	0.00	0.00	0.00	0.00%
48610	Donations	5,000.00	0.00	0.00	0.00	0.00%	416.67	0.00	0.00	0.00	0.00%
<b>Total</b>	<b>Revenues</b>	<b>\$ 58,098,859.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 4,841,571.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

**Cumberland County Finance  
Summary Financial Statement  
July 2022**

**DRAFT / PRELIMINARY**

141 General Purpose School		Year-To-Date					Month-To-Date				
Account	Description	Budget Estimate	Total	Actual	Encumbered	% of Budget	Budget Estimate	Total	Actual	Encumbered	% of Avg
							Avg/Mth				
<b>Expenditures</b>											
71100	Regular Instruction Program	(28,516,794.00)	525,098.47	436,781.81	88,316.66	1.84%	(2,376,399.50)	525,098.47	436,781.81	88,316.66	22.10%
71150	Alternative Instruction Program	(340,501.00)	3,408.80	3,408.80	0.00	1.00%	(28,375.08)	3,408.80	3,408.80	0.00	12.01%
71200	Special Education Program	(4,190,504.00)	57,058.43	56,722.49	335.94	1.36%	(349,208.67)	57,058.43	56,722.49	335.94	16.34%
71300	Career And Technical Education	(3,572,393.00)	86,322.29	84,857.49	1,464.80	2.42%	(297,699.42)	86,322.29	84,857.49	1,464.80	29.00%
71400	Student Body Education Program	(647,203.00)	0.00	0.00	0.00	0.00%	(53,933.58)	0.00	0.00	0.00	0.00%
72110	Attendance	(211,782.00)	4,202.69	4,202.69	0.00	1.98%	(17,648.50)	4,202.69	4,202.69	0.00	23.81%
72120	Health Services	(733,330.00)	11,634.83	11,454.83	180.00	1.59%	(61,110.83)	11,634.83	11,454.83	180.00	19.04%
72130	Other Student Support	(1,854,042.00)	23,892.76	23,892.76	0.00	1.29%	(154,503.50)	23,892.76	23,892.76	0.00	15.46%
72210	Regular Instruction Program	(1,224,076.00)	55,885.32	55,885.32	0.00	4.57%	(102,006.33)	55,885.32	55,885.32	0.00	54.79%
72220	Special Education Program	(777,709.00)	20,902.75	20,902.75	0.00	2.69%	(64,809.08)	20,902.75	20,902.75	0.00	32.25%
72230	Career And Technical Education	(418,078.00)	18,728.62	18,728.62	0.00	4.48%	(34,839.83)	18,728.62	18,728.62	0.00	53.76%
72250	Technology	(1,441,550.00)	690,785.63	50,749.23	640,036.40	47.92%	(120,129.17)	690,785.63	50,749.23	640,036.40	575.04%
72310	Board Of Education	(1,121,950.00)	288,882.16	288,569.13	313.03	25.75%	(93,495.83)	288,882.16	288,569.13	313.03	308.98%
72320	Office Of The Superintendent	(297,811.00)	24,774.74	24,774.74	0.00	8.32%	(24,817.58)	24,774.74	24,774.74	0.00	99.83%
72410	Office Of The Principal	(4,511,649.00)	85,067.82	85,067.82	0.00	1.89%	(375,970.75)	85,067.82	85,067.82	0.00	22.63%
72510	Fiscal Services	(202,296.00)	9,478.49	9,478.49	0.00	4.69%	(16,858.00)	9,478.49	9,478.49	0.00	56.23%
72520	Human Services/Personnel	(203,126.00)	28,313.62	27,149.12	1,164.50	13.94%	(16,927.17)	28,313.62	27,149.12	1,164.50	167.27%
72610	Operation Of Plant	(5,634,530.00)	857,740.12	833,668.12	24,072.00	15.22%	(469,544.17)	857,740.12	833,668.12	24,072.00	182.68%
72620	Maintenance Of Plant	(3,771,325.00)	126,381.18	69,781.32	56,599.86	3.35%	(314,277.08)	126,381.18	69,781.32	56,599.86	40.21%
72710	Transportation	(3,637,152.00)	146,666.39	118,601.09	28,065.30	4.03%	(303,096.00)	146,666.39	118,601.09	28,065.30	48.39%
73300	Community Services	(172,962.00)	5,774.71	5,675.71	99.00	3.34%	(14,413.50)	5,774.71	5,675.71	99.00	40.06%
73400	Early Childhood Education	(1,294,093.00)	19,960.12	19,960.12	0.00	1.54%	(107,841.08)	19,960.12	19,960.12	0.00	18.51%
76100	Regular Capital Outlay	(240,000.00)	0.00	0.00	0.00	0.00%	(20,000.00)	0.00	0.00	0.00	0.00%
82130	Education Debt Service	(288,372.00)	72,093.00	72,093.00	0.00	25.00%	(24,031.00)	72,093.00	72,093.00	0.00	300.00%
82230	Education Debt Service	(4,524.00)	1,131.00	1,131.00	0.00	25.00%	(377.00)	1,131.00	1,131.00	0.00	300.00%
99100	Transfers Out	(1,000,000.00)	0.00	0.00	0.00	0.00%	(83,333.33)	0.00	0.00	0.00	0.00%
	<b>Total Expenditures</b>	<b>\$ (66,307,752.00)</b>	<b>\$ 3,164,183.94</b>	<b>\$ 2,323,536.45</b>	<b>\$ 840,647.49</b>	<b>4.77%</b>	<b>\$ (5,525,645.98)</b>	<b>\$ 3,164,183.94</b>	<b>\$ 2,323,536.45</b>	<b>\$ 840,647.49</b>	<b>57.26%</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>\$ (8,208,893.00)</b>	<b>\$ 3,164,183.94</b>	<b>\$ 2,323,536.45</b>	<b>\$ 840,647.49</b>	<b>38.55%</b>	<b>\$ (684,074.38)</b>	<b>\$ 3,164,183.94</b>	<b>\$ 2,323,536.45</b>	<b>\$ 840,647.49</b>	<b>462.55%</b>

BOE APPROVED: NO COMMISSION ACTION REQUIRED  
RESOLUTION # \_\_\_\_\_  
Cumberland County, Tennessee  
General Program School Fund

WHEREAS, the General budget requires revision to cover operating costs due changes in personnel and other expenditures.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 18th day of August, 2022, that the following budget amendment be adopted:

---

General Budget Amendment

Decrease Expenditures:

141-71200-116	Teachers	\$ 15,342.62
141-71200-171	Speech/Language Pathologist	\$ 1,432.41
141-72220-124	Psychological Personnel	\$ 59,388.65
141-72220-201	Social Security	\$ 591.59
141-72220-204	State Retirement	\$ 887.43
141-72220-399	Other Contracted Services	\$ 21,387.47
Total Decrease Expenditures		\$ 99,030.17

Increase Expenditures:

141-71200-128	Homebound Teacher	\$ 7,776.54
141-71200-163	Educational Assistants	\$ 17,555.65
141-71200-201	Social Security	\$ 706.79
141-71200-204	State Retirement	\$ 463.32
141-71200-206	Life Insurance	\$ 47.50
141-71200-207	Medical Insurance	\$ 15,138.35
141-71200-208	Dental Insurance	\$ 540.00
141-72220-105	Supervisor/Director	\$ 1,120.41
141-72220-189	Other Salaries & Wages	\$ 48,056.24
141-72220-524	In-Service & Staff Development	\$ 5,000.00
141-72710-189	SPED Bus Attendants	\$ 2,438.80
141-72710-201	Social Security	\$ 186.57
Total Increase Expenditures		\$ 99,030.17

SPONSORED BY:

APPROVED BY:

\_\_\_\_\_  
BOE Member

\_\_\_\_\_  
Chairman of the Board

ATTEST:

\_\_\_\_\_  
Director of Schools

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_

BOE APPROVED: NO COMMISSION ACTION REQUIRED

RESOLUTION # \_\_\_\_\_

Cumberland County, Tennessee

Special Education Federal Budget

WHEREAS, the Federal IDEA Part B grant budget requires revision to cover operating costs due changes in personnel and other expenditures.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 18th day of August, 2022, that the following budget amendment be adopted:

---

Federal IDEA Part B

Decrease Expenditures:

142-901-71200-312	Other Contracted Services	\$ 3,000.00
142-901-71200-429	Instructional Supplies & Materials	\$ 45,000.00
142-901-71200-499	Other Supplies Materials	\$ 2,000.00
142-901-71200-599	Other Charges	\$ 6,000.00
142-901-72220-207	Medical Insurance	\$ 1,370.42
142-901-72220-312	Contracted Service	\$ 29,035.73
Total Decrease Expenditures		\$ 86,406.15

Increase Expenditures:

142-901-71200-116	Teachers	\$ 15,449.57
142-901-71200-163	Educational Assistants	\$ 15,223.39
142-901-71200-201	Social Security	\$ 993.36
142-901-71200-204	State Retirement	\$ 1,388.36
142-901-71200-207	Medical Insurance	\$ 37,971.92
142-901-71200-212	Employee Medicare	\$ 232.32
142-901-72220-189	Other Salaries & Wages	\$ 12,694.16
142-901-72220-201	Social Security	\$ 787.04
142-901-72220-204	State Retirement	\$ 1,103.10
142-901-72220-212	Employee Medicare	\$ 184.06
142-901-72710-189	Attendants	\$ 327.60
142-901-72710-201	Social Security	\$ 20.31
142-901-72710-204	Retirement	\$ 26.21
142-901-72710-212	Employee Medicare	\$ 4.75
Total Decrease Expenditures		\$ 86,406.15

SPONSORED BY:

APPROVED BY:

\_\_\_\_\_  
BOE Member

\_\_\_\_\_  
Chairman of the Board

ATTEST:

\_\_\_\_\_  
Director of Schools

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_

RESOLUTION # \_\_\_\_\_  
Cumberland County, Tennessee  
Federal Program School Fund

WHEREAS the school district was not awarded the following federal grant that was included in the original Fund 142 Federal School Budget: Perkins Reserve Consolidated.

WHEREAS the revenue amount will decrease resulting in decreased expenditures.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this \_\_\_\_ day of \_\_\_\_\_, 2022, and by the Cumberland County Commission meeting on this \_\_\_\_ day of \_\_\_\_\_, 2022, that the following budget amendment be adopted:

---

**FEDERAL GRANT: Perkins Reserve Consolidated**

Decrease Revenues:		
142-47139-802	Federal Perkins Reserve Consolidated	\$50,000.00
	<b>Total Increase:</b>	<b>\$50,000.00</b>

Decrease Expenditures:		
142-71300-429-802	Instructional Supplies & Materials	\$ 500.00
142-71300-730-802	Vocational Equipment	\$ 48,100.00
142-72130-524-802	In-Service/Staff Development	\$ 1,400.00
	<b>Total Increase:</b>	<b>\$ 50,000.00</b>

SPONSORED BY:  
\_\_\_\_\_  
BOE Member

APPROVED BY:  
\_\_\_\_\_  
Chairman of the Board

ATTEST:  
\_\_\_\_\_  
Director of Schools

Ayes: \_\_ Nays: \_\_ Abstain: \_\_\_\_\_

Sponsor: \_\_\_\_\_  
County Commissioner

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Budget Committee Vote: Ayes: \_\_ Nays: \_\_ Abstain: \_\_

# Cumberland County High School

660 Stanley Street  
Crossville, TN 38555  
Telephone 931.484.6194  
Fax 931.456.6872

August 10, 2022

Mr. William Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555


Dear Mr. Stepp,

Please approve the following as volunteers at Cumberland County High School for the 2022-2023 school year.

Cody Garrett- Level III Football  
Jo Shadden Bolin - Level II

The proper paperwork is on file in my office.

Sincerely,



Karri Hobby

# Cumberland County High School

660 Stanley Street  
Crossville, TN 38555  
Telephone 931.484.6194  
Fax 931.456.6872

*Jon Hall, Principal*  
hallj12@ccschools.k12tn.net

August 10, 2022

Mr. William Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp,

Please approve the following people as volunteers at Cumberland County High School for the 2022-2023 school year.

Amanda Threet – Level II soccer  
Rodney Howard Level III volleyball

The proper paperwork is on file in my office.

Sincerely,

  
Karri Hobby



William G. Stepp • Director of Schools

Jim Inman • Board Chair

To: Cumberland County Board of Education and  
William Stepp, Director  
From: Rebecca Farley, Ed.D. Supervisor of Instruction

Board Members and Mr. Stepp,  
Please approve the following volunteers. They will be working with Youth  
Achievement Foundation. They have completed the necessary paperwork. Please  
feel free to reach out to me with any questions.

Amanda Dodson Houston  
Larry Doster  
Amanda Elmore  
Haley Dillard Music  
Melisa Paramo  
John Ranger  
Brooke Shaffer  
Kelli Tipton  
Rolf Weeks  
Margie Hicks

Thank you,

Rebecca Farley



William G. Stepp • Director of Schools

Jim Inman • Board Chair

Cumberland County BOE  
368 4<sup>th</sup> Street  
Crossville, TN 38555

Dean Patton  
Cumberland County  
Athletic Director

I sincerely request approval of Brandon Elmore as a level III non-faculty volunteer coach. With your approval, he will be volunteering with CCMS Baseball.

Thank you for your consideration

Dean Patton



**CRAB ORCHARD  
ELEMENTARY SCHOOL**

240 School Road

Crab Orchard, TN 37723

PHONE: (931) 484-7400 FAX: (931) 456-5655

Principal: Debbie Beaty

Asst. Principal: Todd Kuffel

To: Cumberland County Board of Education  
Mr. William Stepp, Director of Schools

From: Debbie Beaty

Date: August 15, 2022

Re: Volunteers

Please approve the attached Volunteer applicants for the 2022-2023 school year. The applications are on file in the school office.

Thank you,

Debbie Beaty  
Principal

**Level 1**

Kim Scott  
Jason Scott  
Virginia Genetempo  
Kindra Walker  
Jennifer Wagner  
Sarah Snell  
Casey Scarberry  
Amanda Newcome  
Brittany Sherrill  
James F. White  
Kayla Hahn  
Cody Christpher

**Level 2**

Melissa Thompson  
Rebecca Pugh  
Burma Pugh  
Rebecca Lee  
Jessica Leath  
J.L. (Joseph Leamon) Green  
Leslie Cottrell-Marshall  
Lindsay Baker  
Laura DeLorenzo  
Krista R Dinkens

**Level 3**

Louis DeLorenzo

# Homestead Elementary School

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3889 Hwy127 South • Crossville, TN 38572 • 931-456-8344 • Fax: 931-456-8342

**Mary Elizabeth  
Edmonds Principal**



**Ashlee Watts  
Assistant Principal**

To: CCBOE  
Mr. William Stepp

From: Ashlee Watts, Homestead Elementary School

Date: August 25, 2022

RE: August Volunteer Approval

Please approve the following volunteers for the 2022-2023 school year. The appropriate volunteer applications are on file and background complete.

Ashlee Watts  
Assistant Principal Homestead  
Elementary School

**Level 1**

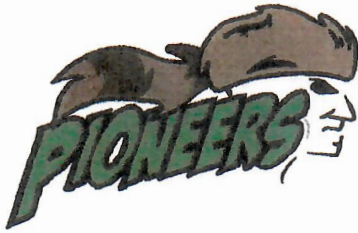
Jesse Edmonds  
Katelyn Hensley  
Kevin Reagan  
Mildred Gore  
Dewayne Gossett  
Emily Kilburn  
Katlyn Shillings  
Jessica Mogensen  
Annalee Dunbar  
Diane Bradberry  
Jade Cox  
Lesley Neal  
Briana Rutherford  
Megan Huddleston  
Ashtyn Davis  
Woody Wilson  
Amanda Mann  
Kelli Jones  
Viktoria Selby  
Megan Inman  
Candice Beck  
Hailey Garner  
Claude Martin  
Braidon Sapp  
Gerricamæ Perdue

**Level 2**

Janet Graham  
Mike Graham  
Tammie Dyer  
James Dyer  
April Peterson  
Candace Gossett  
Rebecca Lambert  
Courtney McShan  
Nancy Rigsby  
Christal Sellers  
Kelly Sellers  
Julia Smith L  
Linda Barnwell  
Megan Wyatt  
Abby Wood  
Amanda Gibson  
Philip Richards  
Krystal Houston  
Leia Amos  
Brittany Houston  
Toshaba Davenport  
Miranda Reynolds  
Nicole Houston  
Jessica Tribble  
Amanda DeRise-Jewell  
Rebekah Hillis  
Kelsey Simpson  
Kati O'Rourke  
Stacey Miller  
Andrea Tatro  
Kelli Beasmore  
Kelsey Scoville  
Callie Shaver  
Janie Allen  
Beth Head  
Amanda Kerley  
Hollace (Holly) Neal  
Billy Smith  
Mary Waldo

**Level 3**

Rebecca Bull  
Christopher Peterson



Mrs. Kara Spicer, Principal  
Pine View Elementary School  
349 Daysville Road  
Rockwood, TN 37854  
spicerk1@ccschools.k12tn.net  
School: (865) 354-1986

8/15/22

Attention CCBOE:

For the month of August, I am including the current list of volunteer applications for Levels 1 & 2.  
Please review the following volunteers from Pine View Elementary for your consideration and approval:

**Level 1**

Stephanie Braden  
Alyssa Berry  
Jeanni Bonine  
Donna Ott  
Shelby Parrigin  
Ashley Chitwood  
Toby Wallace  
Courtney Harris  
Rebekah Hawes  
Ashlee Marie Sadler  
Roel Garcia  
Summer Russell  
Susan Kendrick  
Amber Cook  
Lindsay Pelfrey  
Wynona Foster  
Melissa J Berry  
Joyce Helton  
Matthew Cook  
Kaitlyn Schaub  
Madison Gollither  
Amanda Godsey  
Tammy Godsey  
Wendy Price  
Dustin Braden  
Jessica Larosee  
Angela Cooper  
Farrah Coleman  
Michelle Cofer  
Jessica Fulks  
Alisa Kay Baize  
Robert Edington  
Latasha Edington

**Level 2**

Jodi McCloud  
Jennifer King  
Alexis Edwards  
Dena Strader  
Howard "Leon" Ford II  
Karissa Welsh  
Kimberly Ford  
Corey E Jenkins  
Frank Saxton



**South Cumberland Elementary School**

**3536 Lantana Rd.**

**Crossville, TN 38572**

**Telephone: 931-788-671 Fax: 931-788-1116**

**Principal: Dawn Hall**

To: Cumberland County Board of Education

Mr. William Stepp, Director of Schools

From: Dawn Hall

Date: August 17, 2022

Re. Volunteers

Please approve the following additional volunteer(s) for the 2022-2023 school year. The appropriate volunteer application is on file and references have been checked.

**LEVEL I**

Holt, Jalen Arleigh

**LEVEL II**

Bolin, Jo Shadden

**LEVEL III**

Cravens, Royal James Mathew

Spriggs, Stacy

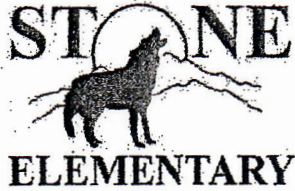
Sutton, Cliff

Swafford, William Stacy

A handwritten signature in black ink that reads 'Dawn Hall'.

Dawn Hall

Principal



1219 Cook Road, Crossville, TN 38555

(931) 456-5636 Fax (931) 456-5369

stoneel.ccschools.k12tn.net

To: Mr. William Stepp, Director of Schools  
Cumberland County Board of Education

From: Bridgette Cox, Assistant Principal

Date: August 15, 2022

Re: Stone Elementary Volunteers

Please approve the following volunteers for the 2022-2023 school year. The appropriate volunteer application is on file in our school office.

Thank you,

Bridgette Cox  
Assistant Principal

**LEVEL 1**

Brittany Arnold  
Pamela Beaty  
Jessica Bilbrey  
Emilee Buccina  
Sheree Bumbalough  
Erica Coleman  
Bailey Coulter  
Tara Cox  
Samantha Crawford  
Rachael Davis  
Marie Deibler  
Matt Dukes  
Brian F Edwards  
Keeli Edwards  
Stacey Hayes  
Amanda Jolly  
Jasmine LaBombard  
Bethany Luchetta  
Ashleigh Metoyer  
Ashley Moody  
Kayla page  
Payal Patel  
Shannon Proffitt  
Stehanie Robinson  
Galen Waller Megan  
Waller Emily  
Weidner Brenda  
Wofford Ayla  
Wolfram Leeah  
Woody Tina York  
Kelly Young  
James (Jim) Wilson

**Level 2**

Donna Baisley  
Sarah Baker  
Felisha Baxter  
Rhonda Bilbrey  
Dawn Bosanko  
Kiley Bowles  
Sheri Burnett  
Sharon Caldwell  
April England  
Natalie Estrada  
Amber Farmer  
Chelsey Hamilton  
Samantha Hamlet  
Holly Hankins  
Kylee Johnson  
Anita Jones  
Jennifer Lawrence  
Amber Linder  
Melanie Looper  
Diana G Martinez Jose  
Melissa McClung  
Vivyana Medina  
Ty Moore  
Eunice Morgan  
Megan Penticuff  
Dorothy Savage  
Gay Slone  
Sarah Smith  
Heather Sneath  
Samantha Stephens  
Brittany Stults  
Afradela Torres  
Marci Varney  
Rebecca Wheeler  
Jessica Woody

**Level 3**

Rob Slone



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal**

TO: Mr. William Stepp, Director of Schools  
Cumberland County Board of Education

FROM: Kelly J. Smith, Principal

DATE: August 15, 2022

RE: SMHS Volunteers

Please approve the following volunteers. The appropriate volunteer application is on file and references have been checked.

Patricia Ranson Level I  
James Moorhouse Level III  
Jerimiah Faalafua Level III  
Paxton Elmore Level III  
Christopher Hassler Level III

Thank you,

A handwritten signature in blue ink that reads "Kelly J. Smith". The signature is written in a cursive, flowing style.

Kelly Smith  
KJS/dms

August 15, 2022

Cumberland County Board of Education  
William Stepp  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp


The Lady Jet and Jet Basketball teams are requesting permission to travel to Pensacola, Florida to participate in the Innisfree Basketball Tournament, December 26, 2022 through December 31, 2022.

The CCHS basketball boosters will pay for all expenses incurred for the trip. The players will be chaperoned by Head Coaches Kim Cram, and Taylor Denny, along with assistant coaches Jon Torres and Randy Herring. Players and coaches will be transported by a charter bus company. One additional car will be rented and driven by a coach as well. That additional vehicle will be rented from Select Auto Rental in Crossville Tennessee. The proper paperwork, ie, insurance policies, will be on file in the principal's office prior to our date of travel.

Upon arrival, we will be staying at the Holiday Inn Resort, 14 Via De Luna Drive, Pensacola Beach FL. 32561.

Your favorable response to this request would be greatly appreciated.

Sincerely



Kimberley Cram-Torres  
Lady Jet Head Coach

Taylor Denney  
Jets Head Coach



Kam Hobby 8/17/22

# Cumberland County Board of Education Administrative Procedures

Issued: July 2004	Procedure: <b>Field Trip and Excursions</b>	Policy Reference: 4.302 Exhibit B
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## Cumberland County Schools Field Trip Request

In State/Pre-approved \_\_\_\_\_ Overnight  Out of State

This form is to be submitted to the principal and received in the appropriate Director's Office 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School CCHS Subject/Grade Level Boy & Girls Bball  
 Trip Requested By Kim Cram, Taylor Denny Date of Trip Dec. 26-31 2022  
 Destination Pensacola Innisfree Tourney City Pensacola State FL  
 Departure time 5:00 am Return 3pm Admission per student: \$ 0  
 Special Services needed such as school nurse, handicap vehicle, etc. 0

Please check type of Activity:

- |   |   |
|---|---|
| <input type="checkbox"/> Academic Field Trip  | <input type="checkbox"/> Competition                                |
| <input type="checkbox"/> Incentive Field Trip | <input checked="" type="checkbox"/> Sports                          |
| <input type="checkbox"/> School Clubs         | <input type="checkbox"/> Special Classroom Trip (description) _____ |
| <input type="checkbox"/> Band/Chorus          | <input type="checkbox"/> Other _____                                |

Teachers: <u>Kim Cram</u>	# of Students <u>34</u>
<u>Taylor Denny</u>	_____
<u>Randy Herring</u>	_____
<u>Jon Torres</u>	_____
Total: <u>4</u>	Total: <u>34</u>

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified     Purchase order requested     Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)

Shelby G.    714-809-1442    Kan Holtz    8/16/2022  
 Sponsoring Teacher's Signature    Cell Phone #    Principal's Signature    Date

<i>For transportation Department Only</i>			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total miles _____	
Amount to be paid driver \$ _____		Amount for Fuel \$ _____	
Transportation Supervisor _____		Director of Schools _____	

<i>This section to be completed for out-of-state or overnight school sponsored trips only</i>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Director of Schools Signature _____	
Date of Board Approval _____	



# North Cumberland Elementary School

7657 Hwy. 127 N. ~ Crossville, Tennessee 38571  
Ph. 931-484-5174 ~ Fax 931-707-5556

Thomas Fuhrman, Principal

August 11, 2022

Dear Mr. Stepp and Board Members,

The North Cumberland Elementary Jr. Beta Club would like to request permission to participate in an upcoming convention. The annual Jr. Beta convention is being held in Nashville at the Opryland Hotel. We would like to participate in the convention on Sunday, November 20, Monday, November 21, and Tuesday November 22. This would be a two-night overnight trip. Our plan would be to leave Sunday day at 12:00 pm and return Tuesday afternoon by 2:00 pm.

Our Division II club consists of approximately 30 students in sixth, seventh, and eighth grades. We are extremely proud of their commitment to serve as leaders in academics, fellowship, and responsibility. In the past, we have had state winners and recognition that represented North Cumberland Elementary. The Jr. Beta trip will provide these students with a unique opportunity as they compete in Beta challenges, meet new friends, and grow as individuals.

Thank you for your consideration,

Toni LaRue-Garrett

**“CHILDREN FIRST — EXCELLENCE ALWAYS”**

*Our mission at North Cumberland Elementary School is to provide a consistent, safe and positive atmosphere in which students will be empowered to learn and succeed as they face the challenges of life's journey.*

Cumberland County Schools  
Field Trip Request

In State/ Pre-approved \_\_\_\_\_

Overnight

Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: North Subject/ Grade Level: 6, 7, 8  
 Trip Requested By: J LaRue Garrett Date of Trip: Nov. 20 22  
 Destination: Peta Conference City: Nashville State: TN  
 Departure Time: 12:00 pm Return: 1:00 pm Admission per student TBD

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: J LaRue Garrett # of Students TBD  
C. Turner

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: \_\_\_\_\_ Total # of Students: \_\_\_\_\_

Additional Chaperones (if needed) \_\_\_\_\_

Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

J LaRue Garrett 931-397-4524 [Signature] 8-16-22  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____		Amount for Fuel \$ _____	
Transportation Supervisor _____		Director of Schools _____	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



# North Cumberland Elementary School

7657 Hwy. 127 N. ~ Crossville, Tennessee 38571  
Ph. 931-484-5174 ~ Fax 931-707-5556

Thomas Fuhrman, Principal

August 11, 2022

Dear Mr. Stepp and Board Members,

The North Cumberland Elementary 7th/8th grades would like to request permission to participate in an upcoming class trip to Washington, D. C.. This once in a lifetime adventure will allow the students to explore our nation's most important historical sites and experience incomparable learning moments. We would like to visit Washington D. C. on Friday, May 12 through Tuesday, May 16, 2023.. This would be a four-night overnight trip. Our plan would be to leave on Friday evening, May 12, and return on Tuesday evening, May 16.

We will invite eighth-grade students that have good behavior and acceptable grades. If our population does not make enough, we will allow the seventh grade students to participate. We are extremely proud of their commitment to work and feel that the experience this trip would provide extends on their learning.

We are partnered with Educational Travel Adventures to make this trip a success. The company provides fundraising opportunities and Payment Plans for each child to have the opportunity to take this trip. We were also successful in offering scholarships partnered with local businesses last year, as well as, a Charitable Fund donation.

Thank you for your consideration,  
Toni LaRue-Garrett

Trip Sponsor

**"CHILDREN FIRST — EXCELLENCE ALWAYS"**

*Our mission at North Cumberland Elementary School is to provide a consistent, safe and positive atmosphere in which students will be empowered to learn and succeed as they face the challenges of life's journey.*

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight  Out of State

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. **OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: North Subject/ Grade Level: 8<sup>th</sup> (7<sup>th</sup> grade if open slots)  
 Trip Requested By: T LaRue-Garrett Date of Trip: May 12-16, 2023  
 Destination: Washington DC City: \_\_\_\_\_ State: \_\_\_\_\_  
 Departure Time: 3:00 pm Return: 12:00 pm Admission per student TBD

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: T LaRue-Garrett # of Students TBD

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: TBD Total # of Students: \_\_\_\_\_

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons

T LaRue-Garrett 931-397-4524 Thomas Johnson 8-16-22  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
Transportation Supervisor _____		Director of Schools _____	
This section to be completed for out-of-state or overnight school sponsored trips only <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied			
_____ Director of Schools Signature			

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
Kelly J. Smith, Principal *KJS*

Date: August 2, 2022

To: Mr. William Stepp and CCBOE

From: Mrs. Kelly Smith, Stone Memorial HS Principal  
Mr. Nathan O. Brown, Stone Memorial VP/ AD  
Trent Stokes - SMHS Golf Team

Subject: Request for an overnight trip

The SMHS Golf Team is requesting permission to travel overnight to the State Golf Tournament in Sevierville, TN from Wednesday October 5, 2022 - Friday October 7, 2022.

SMHS Golf Team and their two coaches will be accompanied by the participants' parents. Each player will be traveling with and staying with his / her parent / guardian, but will caravan together to and from the event.

Respectfully submitted,

Nathan O. Brown  
Stone Memorial High School  
Assistant Principal / Athletic Director  
2800 Cook Rd, Crossville, TN 38571  
931-484-5767

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_

Overnight Y

Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: Smitts Subject/ Grade Level: All  
 Trip Requested By: Smitts Athletics Date of Trip: 10/5 - 10/7/22  
 Destination: Gettysburg City: Gettysburg State: TN  
 Departure Time: 6:00 AM Return: 6:00 PM Admission per student N/A

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

No Bus Needed

Teachers: Stokes, Trent # of Students 8  
Boek, Mike

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 2 Total # of Students: 8

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

Sponsoring Teacher's Signature: Trent Stokes Cell Phone Number: 407-279-9620 Principal's Signature: Matthew OB Date: 8/2/22

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
Transportation Supervisor _____		Director of Schools _____	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	
_____ Date of Board Approval	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal**

*KJS*

Date: August 2, 2022

To: Mr. William Stepp and CCBOE

From: Mrs. Kelly Smith, Stone Memorial HS Principal  
Mr. Nathan O. Brown, Stone Memorial VP/ AD  
Victoria Permenter - SMHS Volleyball

Subject: Request for an overnight trip

The SMHS Volleyball Team is requesting permission to travel overnight to the State Volleyball Tournament in Murfreesboro, TN from Tuesday October 18, 2022 - Friday October 21, 2022.

SMHS Volleyball and their coaches will be accompanied by the participants' parents. A team bus will be requested for initial transportation, but after that each player will be traveling with and staying with his / her parent / guardian, but will caravan together to and from the event.

Respectfully submitted,

Nathan O. Brown  
Stone Memorial High School  
Assistant Principal / Athletic Director  
2800 Cook Rd, Crossville, TN 38571  
931-484-5767

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMHS Subject/ Grade Level: All  
 Trip Requested By: SMHS Volleyball Date of Trip: 10/18 - 11/21/22  
 Destination: State Training City: Marion, TN State: TN  
 Departure Time: 6:00 AM Return: 6:00 PM Admission per student Nil

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: 3 # of Students 24

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 3 Total # of Students: 24

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

Sponsoring Teacher's Signature: [Signature] Cell Phone Number: 615-915-9784 Principal's Signature: [Signature] Date: 8/2/22

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
Transportation Supervisor _____		Director of Schools _____	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Director of Schools Signature _____	
Date of Board Approval _____	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal** KS

Date: August 2, 2022

To: Mr. William Stepp and CCBOE

From: Mrs. Kelly Smith, Stone Memorial HS Principal  
Mr. Nathan O. Brown, Stone Memorial VP/ AD  
Nichole Barton - Cross Country Coach

Subject: Request for an overnight trip

The SMHS Cross Country Team is requesting permission to travel overnight to the State Volleyball Tournament in Hendersonville, TN from Wednesday November 3, 2022 - Friday November 5, 2022.

SMHS Cross Country and their coaches will be accompanied by the participants' parents. A team bus will be requested for initial transportation, but after that each player will be traveling with and staying with his / her parent / guardian, but will caravan together to and from the event.

Respectfully submitted,

Nathan O. Brown  
Stone Memorial High School  
Assistant Principal / Athletic Director  
2800 Cook Rd, Crossville, TN 38571  
931-484-5767

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMTHS Subject/ Grade Level: A11  
 Trip Requested By: Cross - Candy Date of Trip: \_\_\_\_\_  
 Destination: Hendersonville City: 11/3 11/5/22 State: TN  
 Departure Time: 6:00 AM Return: 6:00 PM Admission per student N/A

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition *No bus needed*  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: 2 # of Students 8

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 2 Total # of Students: 8

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

ACMS 865-603-4130 North 8/14/22  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
_____ Transportation Supervisor		_____ Director of Schools	

<i>This section to be completed for out-of-state or overnight school sponsored trips only</i>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	
_____ Date of Board Approval	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

Kelly Smith

Principal

Date: August 16<sup>th</sup>. 2022

To: Mr. Billy Stepp, Director of Schools  
Cumberland County Schools  
368 Fourth Street  
Crossville, TN, 38555

From: Blake Saldaña, SMHS Choir Director

Subject: Approval for overnight choir trip

Mr. Stepp,

I am writing on behalf of our SMHS choir to request an overnight field trip to attend the Young Women in Song & Harmony music festival at Hillsboro Presbyterian Church in Nashville, TN on November 11<sup>th</sup>-12<sup>th</sup>. Members of the SMHS chorus have been given the opportunity to participate in a workshop and perform with the internationally recognized Metro Nashville Chorus. We are requesting to travel from Crossville on Friday, November 11<sup>th</sup> at 4:00 p.m. We would attend a short rehearsal at 6:00 p.m. and stay overnight in Nashville, TN. The girls would then rehearse and perform in concert the next day on Saturday, November 12<sup>th</sup> with the Metro Nashville Chorus, and return to SMHS at 10:00 p.m. I have contacted additional female chaperones and coordinated transportation for the trip. Thank you for your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,

Blake Saldaña  
Choir Director  
Stone Memorial High School  
2800 Cook Rd, Crossville, TN, 38501  
Dsaldana@ccschools.k12tn.net

# Cumberland County Board of Education Administrative Procedures

<b>Issued:</b> July 2004	<b>Procedure:</b>  <h2 style="margin: 0;">Field Trip and Excursions</h2>	<b>Policy Reference:</b> 4.302 Exhibit B
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### Cumberland County Schools Field Trip Request

In State/Pre-approved \_\_\_\_\_     
 Overnight  \_\_\_\_\_     
 Out of State \_\_\_\_\_

This form is to be submitted to the principal and received in the appropriate Director's Office 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School Stone Memorial High School      Subject/Grade Level Chorus 9-12  
 Trip Requested By Blake Saldaña      Date of Trip November 11th-12th  
 Destination Hillsboro Presbyterian Church      City Nashville      State TN  
 Departure time 3:00 PM      Return 10:00 PM      Admission per student: \$ \_\_\_\_\_  
 Special Services needed such as school nurse, handicap vehicle, etc. \_\_\_\_\_

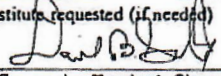
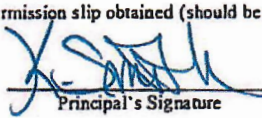
Please check type of Activity:

- |   |   |
|---|---|
| <input type="checkbox"/> Academic Field Trip    | <input type="checkbox"/> Competition                                |
| <input type="checkbox"/> Incentive Field Trip   | <input type="checkbox"/> Sports                                     |
| <input type="checkbox"/> School Clubs           | <input type="checkbox"/> Special Classroom Trip (description) _____ |
| <input checked="" type="checkbox"/> Band/Chorus | <input type="checkbox"/> Other _____                                |

Teachers: <u>Blake Saldaña</u>	# of Students <u>15</u>
_____	_____
_____	_____
Total: <u>1</u>	Total: <u>15</u>

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified     
  Purchase order requested     
  Permission slip obtained (should be taken on trip)
- Substitute requested (if needed)

 Sponsoring Teacher's Signature	615-397-3761 Cell Phone #	 Principal's Signature	<u>8/16/22</u> Date
---	------------------------------	---	------------------------

For transportation Department Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total miles _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
_____ Transportation Supervisor	_____ Director of Schools		

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____ Director of Schools Signature
Date of Board Approval _____	



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly Smith**

*Principal*

Date: August 16<sup>th</sup>, 2022

To: Mr. Billy Stepp, Director of Schools  
Cumberland County Schools  
368 Fourth Street  
Crossville, TN, 38555

From: Blake Saldaña, SMHS Choir Director

Subject: Approval for overnight trip

Mr. Stepp:

I am writing on behalf of our SMHS Chorus to request an overnight field trip to attend the Middle Tennessee State Honors Chorus event on November 14<sup>th</sup>-15<sup>th</sup> at the First Baptist Church in Nashville, Tennessee. Participating members of the SMHS chorus are requesting to travel after school on Monday, November 14<sup>th</sup>, and stay overnight in Nashville, TN. They would then rehearse the next day and perform in concert on Tuesday evening on November 15<sup>th</sup>. The students are expected to return to Crossville late Tuesday evening. Thank you for your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,

Blake Saldaña  
Choir Director  
Stone Memorial High School  
2800 Cook Rd, Crossville, TN, 38501  
Dsaldana@ccschools.k12tn.net

# Cumberland County Board of Education Administrative Procedures

<b>Issued:</b> July 2004	<b>Procedure:</b>  <h2 style="margin: 0;">Field Trip and Excursions</h2>	<b>Policy Reference:</b> 4.302 Exhibit B
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### Cumberland County Schools Field Trip Request

In State/Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

**This form is to be submitted to the principal and received in the appropriate Director's Office 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.**

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School Stone Memorial High School Subject/Grade Level Chorus 9-12  
 Trip Requested By Blake Saldaña Date of Trip November 14th-15th  
 Destination Nashville First Baptist Church City Nashville State TN  
 Departure time 3:00 PM Return 10:00 PM Admission per student \$ \_\_\_\_\_  
 Special Services needed such as school nurse, handicap vehicle, etc. \_\_\_\_\_

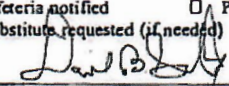
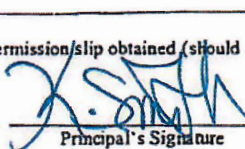
Please check type of Activity:

- |   |   |
|---|---|
| <input type="checkbox"/> Academic Field Trip    | <input type="checkbox"/> Competition                                |
| <input type="checkbox"/> Incentive Field Trip   | <input type="checkbox"/> Sports                                     |
| <input type="checkbox"/> School Clubs           | <input type="checkbox"/> Special Classroom Trip (description) _____ |
| <input checked="" type="checkbox"/> Band/Chorus | <input type="checkbox"/> Other _____                                |

Teachers: <u>Blake Saldaña</u>	# of Students	<u>5</u>
_____	_____	_____
_____	_____	_____
Total: <u>1</u>	Total:	<u>5</u>

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified   
  Purchase order requested   
  Permission/slip obtained (should be taken on trip)
- Substitute requested (if needed)

 Sponsoring Teacher's Signature	615-397-3761 Cell Phone #	 Principal's Signature	<u>8/16/02</u> Date
---	------------------------------	---	------------------------

For transportation Department Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total miles _____	
Amount to be paid driver \$ _____		Amount for Fuel \$ _____	
Transportation Supervisor		Director of Schools	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____ Director of Schools Signature
Date of Board Approval _____	



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal**

KS

Date: August 4, 2022

To: Mr. William Stepp and CCBOE

From: Mrs. Kelly Smith, Stone Memorial HS Principal  
Mr. Nathan O. Brown, Stone Memorial VP/ AD  
Mike Buck - Head Girls Basketball Coach

Subject: Request for an overnight trip

The SMHS Girls Basketball team is requesting permission to travel and stay overnight for an athletic event.

SMHS Girls Basketball will travel on November 18th - 19th to Johnson City, TN for a Hall of Fame Tournament. Twenty four student athletes will travel with two coaches and multiple parent chaperones to and from the event.

Respectfully submitted,

Nathan O. Brown 

Stone Memorial High School

Assistant Principal / Athletic Director

2800 Cook Rd, Crossville, TN 38571

931-484-5767

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMHS Subject/ Grade Level: Girls' Basketball HOF Game  
 Trip Requested By: Kenny Martin Date of Trip: 11-18-22  
 Destination: Johnson City - Science Hill City City: Johnson City State: TN  
 Departure Time: 4:00 P.M. Return: 10:00 P.M. Admission per student —  
11-18 11-19

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: Kenny Martin # of Students 24  
Mike Buck  
 \_\_\_\_\_  
 \_\_\_\_\_

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 26 people Total # of Students: 24

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

Ky Martin 931-267-7943 \_\_\_\_\_  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
_____ Transportation Supervisor		_____ Director of Schools	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	
Date of Board Approval _____	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.

Stone Memorial High School  
Field Trip Request

In State/Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Vice Principal/Athletic Director to be entered in Trip Direct. Once submitted to the VP/AD, please confirm your receipt of an email to assure the trip was scheduled. Any adjustments to time/cancellations will be handled by the VP/AD and transportation. Out of state and overnight trips MUST have board approval. You must submit these trips 2 weeks prior to the monthly board meeting.

Remember to secure parent permission slips for all students making the trip. Take these with you while traveling. For sports trips, please carry physical forms with you at all events.

Subject/Club/Sport SMHS Girls' Basketball

Date(s) of Trip : 11-18-22 - 11-19-22

Destination: Science Hill / Johnson City City/State: Johnson City, TN

Departure Time: 4:00 p.m. Return Time: 10:00 p.m.  
11-18 11-19

Please CIRCLE  type of activity:

Academic Field Trip

Competition

School Clubs

Sports

Band/Chorus

Classroom Trip

CTE

Other \_\_\_\_\_

Teachers: K. Martin  
M. Back

Number of Students: 24

Total number traveling: 26

Sponsoring Teacher's Name Kenny Martin

Cell Phone Number 931-267-7543

Teacher's Email kmartin1@schools.k12tn.net



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571

Telephone (931) 484-5767

Kelly J. Smith

*Principal*

October 2, 2022

Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Ladies and Gentlemen:

The Stone Memorial High School Beta Club would like to request permission to attend the Tennessee State Beta Convention on November 28-30, 2022. We will be staying two nights at the Opryland Hotel in Nashville. We will be traveling by Cumberland County School bus to the convention.

The Beta Club will be competing in several academic areas against students from across the state. The competitions will be held on Friday, November 29<sup>th</sup>. General Sessions will be held at other times for the students to attend.

Enclosed is an itinerary for our stay at the convention. Also enclosed is the Tennessee Beta Convention Code of Conduct that we have asked our students and parents to sign. Students have also been given a permission slip to attend the convention.

We appreciate your consideration in this matter.

Sincerely,

Ms. Kelly Smith, Principal  
Carol Smith and Anna Bryant  
Stone Memorial High School  
Beta Sponsors

# Cumberland County Board of Education Administrative Procedures

Issued: July 2004	Procedure: <b>Field Trip and Excursions</b>	Policy Reference: 4.302 Exhibit B
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### Cumberland County Schools Field Trip Request

In State/Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal and received in the appropriate Director's Office 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School SMHS Subject/Grade Level Beta Club 10-12  
 Trip Requested By Anna Bryant / Carol Smith Date of Trip NOV 28-30 2022  
 Destination Opryland Hotel City Nashville State TN  
 Departure time 11/28 8:30 am Return 11/30 2:15 pm Admission per student: \$ TBD estimate \$180.00  
 Special Services needed such as school nurse, handicap vehicle, etc. none

Please check type of Activity:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Academic Field Trip | <input checked="" type="checkbox"/> Competition                     |
| <input type="checkbox"/> Incentive Field Trip           | <input type="checkbox"/> Sports                                     |
| <input type="checkbox"/> School Clubs                   | <input type="checkbox"/> Special Classroom Trip (description) _____ |
| <input type="checkbox"/> Band/Chorus                    | <input type="checkbox"/> Other _____                                |

*(registration, hotel, bus, sub. + shirt)*

Teachers: Anna Bryant # of Students 35  
Carol Smith  
 \_\_\_\_\_  
 Total: 2 Total: 35

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified     Purchase order requested     Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)

Anna Bryant 931 335-6834 [Signature] 8/16/22  
 Sponsoring Teacher's Signature    Cell Phone #    Principal's Signature    Date

For transportation Department Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total miles _____	
Amount to be paid driver \$ _____		Amount for Fuel \$ _____	
_____ Transportation Supervisor		_____ Director of Schools	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____ Director of Schools Signature
Date of Board Approval _____	



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly Smith**  
Principal 

Date: August 16<sup>th</sup>, 2022

To: Mr. Billy Stepp, Director of Schools  
Cumberland County Schools  
368 Fourth Street  
Crossville, TN, 38555

From: Blake Saldaña, SMHS Choir Director

Subject: Approval for overnight trip

Mr. Stepp:

I am writing on behalf of our SMHS choir to request an overnight field trip to attend the Tennessee All State Honor Chorus in Nashville, TN from April 20<sup>th</sup>-April 22<sup>nd</sup>, 2023 at Opryland in Nashville, TN. Selected member of the SMHS chorus are requesting to travel after school on Thursday, April 20<sup>th</sup>, and stay overnight in Nashville, TN. They would then rehearse the next two days and perform in concert on Saturday morning on April 22<sup>nd</sup>. The students are expected to return to Crossville Saturday afternoon at 3:00 pm. Thank you for your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,

Blake Saldaña  
Choir Director  
Stone Memorial High School  
2800 Cook Rd, Crossville, TN, 38501  
Dsaldana@ccschools.k12tn.net



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly Smith**

*Principal*

Date: August 16<sup>th</sup>. 2022

To: Mr. Billy Stepp, Director of Schools  
Cumberland County Schools  
368 Fourth Street  
Crossville, TN, 38555

From: Blake Saldaña, SMHS Choir Director

Subject: Approval for overnight choir trip

Mr. Stepp,

I am writing on behalf of our SMHS choir to request an overnight field trip to attend the Young Women in Song & Harmony music festival at Hillsboro Presbyterian Church in Nashville, TN on November 11<sup>th</sup>-12<sup>th</sup>. Members of the SMHS chorus have been given the opportunity to participate in a workshop and perform with the internationally recognized Metro Nashville Chorus. We are requesting to travel from Crossville on Friday, November 11<sup>th</sup> at 4:00 p.m. We would attend a short rehearsal at 6:00 p.m. and stay overnight in Nashville, TN. The girls would then rehearse and perform in concert the next day on Saturday, November 12<sup>th</sup> with the Metro Nashville Chorus, and return to SMHS at 10:00 p.m. I have contacted additional female chaperones and coordinated transportation for the trip. Thank you for your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,

Blake Saldaña  
Choir Director  
Stone Memorial High School  
2800 Cook Rd, Crossville, TN, 38501  
Dsaldana@ccschools.k12tn.net



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly Smith**

*Principal*

Date: August 16<sup>th</sup>, 2022

To: Mr. Billy Stepp, Director of Schools  
Cumberland County Schools  
368 Fourth Street  
Crossville, TN, 38555

From: Blake Saldaña, SMHS Choir Director

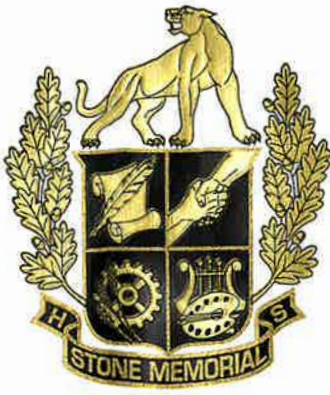
Subject: Approval for overnight trip

Mr. Stepp:

I am writing on behalf of our SMHS Chorus to request an overnight field trip to attend the Middle Tennessee State Honors Chorus event on November 14<sup>th</sup>-15<sup>th</sup> at the First Baptist Church in Nashville, Tennessee. Participating members of the SMHS chorus are requesting to travel after school on Monday, November 14<sup>th</sup>, and stay overnight in Nashville, TN. They would then rehearse the next day and perform in concert on Tuesday evening on November 15<sup>th</sup>. The students are expected to return to Crossville late Tuesday evening. Thank you for your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely,

Blake Saldaña  
Choir Director  
Stone Memorial High School  
2800 Cook Rd, Crossville, TN, 38501  
Dsaldana@ccschools.k12tn.net



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571

Telephone (931) 484-5767

Kelly J. Smith

*Principal*

October 2, 2022

Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Ladies and Gentlemen:

The Stone Memorial High School Beta Club would like to request permission to attend the Tennessee State Beta Convention on November 28-30, 2022. We will be staying two nights at the Opryland Hotel in Nashville. We will be traveling by Cumberland County School bus to the convention.

The Beta Club will be competing in several academic areas against students from across the state. The competitions will be held on Friday, November 29<sup>th</sup>. General Sessions will be held at other times for the students to attend.

Enclosed is an itinerary for our stay at the convention. Also enclosed is the Tennessee Beta Convention Code of Conduct that we have asked our students and parents to sign. Students have also been given a permission slip to attend the convention.

We appreciate your consideration in this matter.

Sincerely,

Ms. Kelly Smith, Principal  
Carol Smith and Anna Bryant  
Stone Memorial High School  
Beta Sponsors

# **Frank P. Brown Elementary School**

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3766 Dunbar Road  
Crossville, Tennessee 38572  
Phone (931) 788-2248  
Fax (931) 788-2554

Dr. Stephanie L. Speich  
Principal

Mr. William Stepp, Director of Schools  
Cumberland County Board Of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp and Board Members,

Please approve Frank P. Brown Elementary's attached  
photography/yearbook agreement with SimplePix for the 2022-2023  
school year. Thank you for your consideration in this matter.

Thank you,

Stephanie L. Speich  
Principal



# PORTRAIT & YEARBOOK AGREEMENT

School Year(s)

2022-23

School: Brown Elementary County: Cumberland District: Cumberland County Schools  
 Physical Address: 3766 Dunbar Road City: Crossville State: TN Zip: 38572  
 Phone: 931-788-2248 Grades (Low-High): PK - 8 Enrollment: 550  
 SIS System: (Scheduling Software): Skyward Camera Card Sort: Teacher Package Sort: Teacher

	Name	Email	Phone
Principal:	<u>Stephanie Speich</u>	<u>sspeich@ccschools.k12tn.net</u>	<u></u>
Asst. Principal:	<u>Lewis</u>	<u></u>	<u></u>
Bookkeeper:	<u>Donna Mifflin</u>	<u>dmifflin@ccschools.k12tn.net</u>	<u></u>
Secretary:	<u>Cheri Leggett</u>	<u>cleggett@ccschools.k12tn.net</u>	<u></u>
YB Adviser:	<u>Richard Leahy</u>	<u>rleahy1@ccschools.k12tn.net</u>	<u></u>
PD Coordinator:	<u></u>	<u></u>	<u></u>
Student Data:	<u></u>	<u></u>	<u></u>

FALL Commission: 50%

SPRING Commission: 50%

CLASS GROUPS Commission: \$3.00

CAP & GOWN Notes: Folios PreK, K, 8th

OTHER: Sports Notes:

OTHER:  Notes:

YEARBOOK Pages: 72 Copies: 250-299 CoverType: Hard BASE PER COPY: \$23.67

\*Arrival Date:  Submission Date:  Tax Rate: 9.25% TAX PER COPY: \$2.1-9

\*Yearbooks Arrive 10 Business Days After Cover & All Pages are Finalized and Submitted SHIPPING: Included

Options:  TOTAL PER COPY: \$25.86

Notes:

\*\*\*\*\*  
Greg Sprinkle 4-22-22 Greg Sprinkle  
 SimplePix Representative Signature Date SimplePix Representative Name  
Stephanie Speich 4-22-22 Stephanie Speich  
 School Representative Signature Date School Representative Name



# North Cumberland Elementary School

7657 Hwy. 127 N. ~ Crossville, Tennessee 38571

Ph. 931-484-5174 ~ Fax 931-707-5556

Thomas Fuhrman, Principal

August 12, 2022

To: Mr. William Stepp, Director of Schools and  
Cumberland County Board of Education

From: Thomas Fuhrman

Re: Smart Savings Card Fundraiser Approval Request for North

Dear Mr. Stepp and Cumberland County Board of Education Members,

Please approve the attached agreement to sell Smart Savings cards as a school-wide fundraiser for North Cumberland Elementary for the 2022-23 school year. This fundraiser provides a benefit to our school, which receives 50% of sales; to our local businesses who participate, and to those who purchase the cards and receive the subsequent discounts. This is a popular fundraiser which has already been requested by many from our school.

Please feel free to contact me if you have any questions.

Thank you kindly,

Thomas Fuhrman,  
North Cumberland Elementary School Principal

**“CHILDREN FIRST — EXCELLENCE ALWAYS”**

*Our mission at North Cumberland Elementary School is to provide a consistent, safe and positive atmosphere in which students will be empowered to learn and succeed as they face the challenges of life's journey.*



## PROPOSED FUNDRAISING ACTIVITIES

School: North Cumberland Elementary

Fund/account name: General Funds

Proposed fundraising activities: Sale of Smart Savings Cards

Proposed uses of funds raised: Digital signage in front of building

Planned purchase date: TBD (127 construction contingent)

Contingency for funds not utilized: Student supplies + materials

Expected student involvement (school-wide or specific school organization) School-wide

Method by which school will receive profit: 50% of sales

Requested by: Carol Fidy bookkeeper Date: 8-12-22  
Name/Title

Approved by: Thomas Johnson Date: \_\_\_\_\_  
Principal

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.

Updated 8/19/2021



# SMART SAVINGS CARD FUNDRAISER AGREEMENT



Group Name	N Cumberland elementary			Innovative Funding, Inc.	
Address	7657 Highway 127 N			P.O. Box 10838 Murfreesboro, TN 37129	
City/St/Zip	Crossville	TN	38571	Office Phone #	615-254-1259
County	Cumberland			Cell Phone #	615-995-0293
Contact Name	Thomas Roman	Phone #:		Sales Consultant:	Kevin RANCHINO
Alternate Contact		Phone #:		Contact Email:	
				Alternate Email:	

This Agreement is between Innovative Funding, Inc. and the above named, hereinafter referred to as "the group". References to the group include the group itself, and any other "entities" that are involved in fundraising with or on behalf of the group as well as all of those involved in the planning or implementation of the program.

The consultant and the group agree to the following:

The group is contracting to receive consulting expertise and assistance in the planning and implementation of the "Smart Savings Card fundraising program, hereinafter referred to as "the program", to be held on the agreed upon dates.

The consultant will provide the following services:

- Obtain business sponsors with applicable discounts on their products and/or services.
- Develop and build a quality product for consumer and provide guidance and procedures manual.
- Assistance and advisement where necessary.

### The Group will receive 50% profit for all items sold:

\$20 Smart Savings Cards will earn \$10.00 profit for each Card sold ( 50% Profit )
\$10 Smart Savings Cards will earn \$5.00 profit for each Card sold ( 50% Profit ) Cumberland Co. & White Co. only
\$30 Nashville City Saver Books will earn \$15.00 profit for each Book sold ( 50% Profit )

**NO RISK POLICY:** We allow 100% credit on all unsold Smart Saving Cards

The number of Smart Cards & C.S. Books to be delivered at the start of the Fundraiser will be:	700 /
The estimated enrollement or number of people participating in the Fundraiser will be:	

If additional card inventory and/or promotional materials are needed for this fundraiser, consultant agrees to provide at the same profit structure, based on availability.

COMMENTS:

The group shall:

- Follow the guidelines of the Smart Savings Card Program Manual and recommendations of the consultant.
- Secure the "best-suited" volunteers to support and conduct the fundraiser.
- Motivate participants with: **Goal Setting and Reminders**, daily announcements, prize posters/displays, etc.
- The group is responsible for the accounting and collections of all monies.

Fundraiser Start Date (mm/dd):		Fundraiser End Date:	
--------------------------------	--	----------------------	--

- An adjustment to your start/end dates of your fundraiser is an option; please communicate with your consultant about any changes needed.
- Innovative Funding, Inc. will not be held liable or responsible if any merchant fails to honor their participation and/or discount.
- This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, regardless of changes in personnel of the group.

MAKE ONE CHECK OR MONEY ORDER PAYABLE TO INNOVATIVE FUNDING, INC. PAYMENT DUE WITHIN 5 DAYS OF CLOSE OUT.

Kevin RANCHINO  
Innovative Funding - Representative Signature  
Kevin RANCHINO  
Print Name

\_\_\_\_\_  
School / Group Representative Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PROPOSED FUNDRAISING ACTIVITIES

Fund/account name School-wide Fundraiser

Proposed fundraising activity Chocolate bars through Charleston Wrap

Proposed uses of funds raised Funds raised will be used for the following: completing the school sign project, purchasing school supplies/needs not covered by the normal budget, &/or additional furniture needs

Planned purchased date 22-23 school year

Contingency for funds not utilized Unused funds will go toward completing the school sign project.

Expected student involvement (school-wide or specific school organization) school-wide

Method by which school will receive profit company will send a check for profits from sales.

Requested by Kara Spicer Date 7-20-22  
Name/Title  
Approved by Kara Spicer Date 7-20-22  
Principal  
Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.



# PROPOSED FUNDRAISING ACTIVITIES

Fund/account name PBIS

Proposed fundraising activities Concessions, donations

Proposed uses of funds raised  
PBIS rewards, student incentives

Planned purchased date Through out the year

Contingency for funds not utilized Continued for PBIS

Expected student involvement (school-wide or specific school organization) \_\_\_\_\_  
School wide

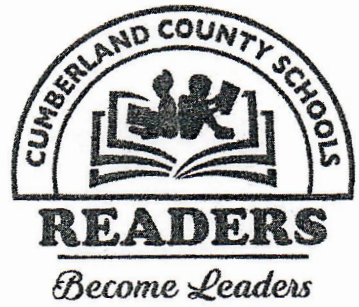
Method by which school will receive profit Cash

Requested by Ginnie Wheeler / Teacher Date 8/4/22  
Name/Title

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Principal

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.



# PROPOSED FUNDRAISING ACTIVITIES

Fund/account name Yearbook

Proposed fundraising activities Daily Coffee, Tea, Hot Chocolate Bar/Cart

Proposed uses of funds raised

All money is used to purchase yearbooks (April) to give to students at no cost. Approx. 50-100

Planned purchased date Beginning immediately

Contingency for funds not utilized to roll over to next years material funds

Expected student involvement (school-wide or specific school organization) \_\_\_\_\_

School-wide

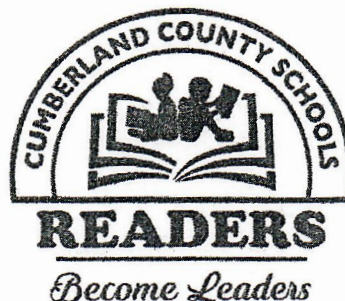
Method by which school will receive profit purchased yearbooks will be purchased at the end of the year.

Requested by Casey Robinson / Teacher Name/Title Date 8/4/22

Approved by [Signature] Principal Date 8-4-22

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising effort.





**PROPOSED FUNDRAISING ACTIVITIES**

School: Pleasant Hill Elementary

Fund/account name: Library

Proposed fundraising activities: Book fair  
10/24-10/28 and 2/27-3/3

Proposed uses of funds raised: purchasing furniture,  
technology, books, supplies, miscellaneous  
items

Planned purchase date: when funds reach desired level

Contingency for funds not utilized: roll-over

Expected student involvement (school-wide or specific school organization) school wide

Method by which school will receive profit: cash / scholastic dollars

Requested by: Pleasant Hill Librarian Date: 8/2/22  
Name/Title

Approved by: Jean Bush Date: 8-5-22  
Principal

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.



## PROPOSED FUNDRAISING ACTIVITIES

School: South Cumberland Elementary

Fund/account name: Library

Proposed fundraising activities: Scholastic Book Fairs

Proposed uses of funds raised: Funds raised will go towards book and library supplies, new books, AR rewards/events, and school reading themes.

Planned purchase date: (10-21-2022 - 10-31-2022) and (2-27-2023 - 3-8-2022)

Contingency for funds not utilized: Funds not utilized will be used in the library towards <sup>the</sup> 2023-2024 School year.

Expected student involvement (school-wide or specific school organization) School-wide student involvement is expected

Method by which school will receive profit: Scholastic Dollars based on sales (\$3,500 and up = 50% of Sales for Scholastic Dollars and/or cash value 25% of sales)

Requested by: Sarah Pharris / Librarian Date: Aug. 17, 2022

Approved by: Dawn Dale Date: 8-17-22  
Name/Title  
Principal

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.

Updated 8/19/2021



## PROPOSED FUNDRAISING ACTIVITIES

School: Crab Orchard

Fund/account name: General / PTO

Proposed fundraising activities: 5K / Fun Run

Proposed uses of funds raised: Gym floor covering / Playground

Planned purchase date: October 1, 2022

Contingency for funds not utilized: Student / Teacher incentives

Expected student involvement (school-wide or specific school organization) \_\_\_\_\_  
School-wide

Method by which school will receive profit: 100%  
Lhoist is a major sponsor and will cover expenses

Requested by: *Mellie Beatz* Date: 8-15-22  
Name/Title

Approved by: *Mellie Beatz* Date: 8-15-22  
Principal

Approved by: *William KSA* Date: 15 AUG 2022  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.



## PROPOSED FUNDRAISING ACTIVITIES

School: Crab Orchard Elementary

Fund/account name: School-wide Positive Behavior (SWPB)

Proposed fundraising activities: Concessions, dress-up days, dances

Proposed uses of funds raised: Reward trips for deserving students according to set criteria; reward activities and/or treats

Planned purchase date: Throughout the school year

Contingency for funds not utilized: Roll over to use on rewards next year.

Expected student involvement (school-wide or specific school organization) School-wide

Method by which school will receive profit: Product sales, ticket sales, donation

Requested by: Bin Jackson / Teacher Date: 8.11.22

Approved by: Debra Beaty Date: 8-11-22  
Name/Title  
Principal

Approved by: William H. SA Date: 11 AUG 2022

Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.

Updated 8/19/2021



## PROPOSED FUNDRAISING ACTIVITIES

School: Crab Orchard Elementary

Fund/account name: Houses

Proposed fundraising activities: Dress up days, concessions, haunted house (7<sup>th</sup> annual), middle school dance, community donation/sponsoring

Proposed uses of funds raised: Student treats, shirts, supplies for activities

Planned purchase date: Throughout the year

Contingency for funds not utilized: We would like to roll them over to use on our kick-off next August.

Expected student involvement (school-wide or specific school organization): Some will be school-wide; haunted house & dance are middle school only

Method by which school will receive profit: Ticket sales, donation, product sales

Requested by: Bin Jackson / Teacher Date: 8.11.22  
Name/Title

Approved by: Debbie Beaty Date: 8.11.22  
Principal

Approved by: William H. ... Date: 11 AUG 2022  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.

Updated 8/19/2021



## PROPOSED FUNDRAISING ACTIVITIES

School: Crab Orchard Elementary

Fund/account name: Library

Proposed fundraising activities: Scholastic Book Fair

Proposed uses of funds raised: New books or library furniture,  
Library equipment or supplies.

Planned purchase date: 09/30/2022 - 10/07/2022

Contingency for funds not utilized: Scholastic dollars roll over  
to be used the next year.

Expected student involvement (school-wide or specific school organization) School-wide

Method by which school will receive profit: Scholastic dollars  
(spent only at Scholastic)

Requested by: Jan Smith / Librarian Date: 8-12-22

Approved by: [Signature] Name/Title Date: 8-12-22

Approved by: [Signature] Principal Date: 12/10/2022  
Director of Schools\*

\*The Director of Schools must approve all fundraising activities that involve the participation of the general student population in the marketing process of the fundraising efforts.

Updated 8/19/2021



William G. Stepp Director of Schools

Jim Inman Board Chair

August 17, 2022

Mr. William G. Stepp  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Mr. Stepp and Board of Education,

I am submitting to you CTE Department's list of items to be retired by the BOE at August's regular scheduled board meeting. Please include these lists on the consent agenda. If you have any further questions or concerns, please contact Linda Tucker.

Sincerely,

Linda Tucker  
Dr. Scott Maddox

Central Services  
Room Inventory Worksheet

8/16/2022

18-TO RETIRE INVENTORY~BOE- RETIRE Holding				Room Type: VIRTUAL		
Tag	Product	Model	Product Type	Assigned To	Serial	Price
1000465	IPEVO CDVU-051P Document Camera	CDVU-051P	CAMERA		08141B1047 74	\$0.00
1002182	Apple A1708 Laptop	A1708	LAPTOP		C02VMHL3H V22	\$0.00
3579	Epson PowerLite 83plus LCD Projector	PL 83plus	PROJECTOR		km3f882107L	\$0.00



**The Phoenix Campus**  
203 Taylor Street  
Crossville, TN 3855  
Telephone (931) 456-1228  
Fax (931) 456-9862

**Mitch Lowe**, Principal

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August 10, 2022

Dear Mr. Stepp and Cumberland County Schools Board of Education;

Please retire the item documented in the attached list. This item is outdated and no longer working.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Miller". The signature is written in black ink and is positioned above the typed name.

Sharon Miller  
Assistant Principal  
Phoenix High School


Room Number: 85-TO RETIRE  
Room Name: INVENTORY~BOE-RETIRE  
Holding  
Room Type: VIRTUAL

**Room Inventory Report**  
The Phoenix School

Date Printed: 8/9/2022



Staff Verification

Lenovo 80YS N23 Chromebook		Product No.:	H2127
	Manufacturer:	Lenovo	SKU:
	Model:	80YS N23	Projected Life: 0
	Product Type:	CHROMEBOOK	Notes:
	Area:	None	Hayes Conversion - 2020-09-02
	Price:	\$0.00	
	Other 1:		
	Other 2:		
	Other 3:		
Tags	Count:	Accessories	Price Units
27744	1	<b>No Accessories Issued With This Item</b>	



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*

TO: Mr. William Stepp, Director of Schools  
Cumberland County Board of Education

FROM: Kelly Smith, Principal  
April Moore, Assistant Principal  
Stone Memorial High School

RE: Inventory Items for Retirement

DATE: August 10, 2022

Dear Mr. Stepp and B.O.E. Members:

Attached you will find a list of inventory items that are slated for retirement. Our SMHS Technology Technician and our School Inventory Auditor have inspected each item. The property no longer serves the staff or students of SMHS or would the property serve another Cumberland County student or staff member. Please accept our proposal to retire the items and know that we will follow all proper protocols to dispose of them once approval is granted.

If you have any questions, please feel free to contact us. In an effort to ensure that our inventory is accurate and our school materials records are kept current with fidelity, Mrs. Moore is working diligently to collaborate with others to maintain accuracy through TIP-Web IT.

Respectfully submitted,

Kelly Smith  
Principal

April Moore  
Assistant Principal

Stone Memorial High School~SMHS

Room Inventory Worksheet

8/8/2022

79-TO RETIRE INVENTORY~BOE-RETIRE Holding					Room Type: VIRTUAL	
Tag	Product	Model	Product Type	Other #1	Serial	Price
1000298	Phoenix MT202-PCO Duet Speakerphone	MT202-PCO	ELECTRONIC		100030171930	\$0.00
1000994	M and A Instruments RY-S110D Signal Level Meter	RY-S110D	ELECTRONIC		201611-1296-S110D	\$0.00