

Board of Education
August 17, 2023 5:30 PM
Central Services Board Room

The Contract Committee met on Thursday, August 17, 2023, in the Central Services Board Room where Ms. Teresa Boston called the meeting to order at the approximate hour of 5:30 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

BOARD MEMBERS:

Teresa Boston:	Present
Mr. Nick Davis:	Absent
Ms. Anita Hale:	Present
Mrs. Rebecca Hamby:	Present
Mr. Chris King:	Present
Ms. Sheri Nichols:	Present
Robert Safdie:	Absent
Ms. Shannon Stout:	Present
Ms. Elizabeth Stull:	Absent

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence- Mrs. Teresa Boston
3. Approval of Meeting Minutes Boston presented last meeting's minutes and Hamby made a motion to approve and Hale with the second.

Motion to approve xx committee minutes.

VOICE VOTE: (mover-yes) Hamby

(seconder-yes) Hale

Yes: 6, No: 0

MOTION: Motion Carried

4. Third Party Facility Procedure & Agreement Boston presented this agenda item to the committee. She told everyone that this had been previously discussed back in February and put on hold until a COO

could be in place and until Stepp and Patton could create a draft and how to update the document. Boston said they needed to see what had been done with this procedure since SMHS had entered a contract for \$318,000. She said she was shocked and Stepp was not aware either. She wants to get the third party procedure in place since contracts have already been entered into. It is Stepp's understanding that \$150,000 is out of pocket expenses from boosters and everything else is being donated. Boston made a motion to task Patton and Stepp and Bray to get correct documents and find out exactly what is going on with the contract that SMHS has in place. Stepp asked what the discussion was between Boston and the contractor. She said there was no discussion, she just asked him to send her a copy of the contract, which he did, along with the breakdown of costs and also said the contractor stated this project would be done in phases and they were currently in phase 1 and there would be a phase 2. Nichols asked who entered into the contract for \$318,000? Boston replied Mr. Bisbee, who is president of the booster club. Nichols asked if he had the authority to do that. Boston said she is tasking Patton to find that out. She said she asked if there was a letter authorizes him as the "owner" of this property, which is what he has done. Boston said it's her understanding they are paying as they go. Stepp said, yes that was correct. There are no loans tied to this project. Boston said certain documents need to be in place to protect the school district, Bisbee, and the contractor. Hamby seconded Boston's motion. Hamby also asked if this project should be halted? Boston said she doesn't want to halt it because they have a January deadline. She asked for Patton's advice. Patton said he thinks they just need to get a meeting set and make sure verbally everyone is on the same page and then they will get all the documents they needed. Stepp said everyone followed this procedure for third party agreements. Boston and Patton said if that was the case, all documents should be available to the district. Patton said he did not get any information that any contract was in place until Boston provided it to him. Stepp said he was unsure of any contract that Boston had but he felt Brown, AD for SMHS, had followed the procedure. Patton said if that was the case, then they may have all the documents on file. Bray said she has no documents at all, nor does Kington, the maintenance director, that she's aware of. Stepp said he did not know the communication between Brown and Kington. Bray said Brown had not given any to her.

Boston made a second motion to create a policy for the third party facility agreement. She asked if Patton would create a proposed policy to send to the policy committee. Patton said he would look into existing policies to see if the proposed language would possibly fit into one that we already have.

Motion to task Stepp, Patton and Bray to get all correct documents in place to cover the district, booster president and contractor.

VOICE VOTE: (mover-yes) Boston

(seconder-yes) Hamby

Yes: 6, No: 0

MOTION: Motion Carried

5. Other Discussion
6. AdjournmentHamby made a motion to adjourn. Hale with the second. The meeting was adjourned at approximately 5:53 pm.

Motion to adjourn.

VOICE VOTE: (mover-yes) Hamby

(seconder-yes) Hale

Yes: 6, No: 0

MOTION: Motion Carried

William Stepp
Director of Schools

Ms. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE

(* Indicates Board Approval Required)

Board of Education
February 15, 2023 5:00 PM
Central Services Board Room

The Contract Committee met on Wednesday, February 15, 2023 in the Central Services Board Room where Ms. Teresa Boston called the meeting to order at the approximate hour of 5:04 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

BOARD MEMBERS:

Teresa Boston: Present
Mr. Nick Davis: Absent
Ms. Anita Hale: Present
Mrs. Rebecca Hamby: Present
Mr. Chris King: Absent
Ms. Sheri Nichols: Absent
Robert Safdie: Absent
Ms. Shannon Stout: Absent
Ms. Elizabeth Stull: Absent

OTHERS PRESENT:

William Stepp, DOS
Earl Patton, Board Attorney
Mo Charnot, Media

1. Call to Order - Mrs. Teresa Boston, Board Chair, called the meeting to order at approximately 5:04 p.m. She welcomed everyone to the meeting.
2. Moment of Silence - Mrs. Teresa Boston. Ms. Boston led everyone in a moment of silence and the Pledge of Allegiance.
3. Approval of Meeting Minutes- Boston introduced this agenda item with Hamby making a motion to approve. Hale with the second. Boston asked for discussion.
Motion to approve the 11/1/22 meeting minutes.

VOICE VOTE: Hamby (mover-yes)
Hale (seconder-yes)
Yes: 3, No: 0 Boston: Yes, Hale: Yes, Hamby: Yes

MOTION: Motion Passed

4. Third Party Facility Construction Procedure Draft-Boston introduced this item. She asked for Atty Patton to help her out. She told everyone that this isn't altogether a contract but more of a procedure in our agreements with building facilities. Patton said it's a system of checks and balances, with Stepp adding it's an accountability mechanism that the building and grounds committee wanted to see. He told

everyone he would be creating a flow chart to go along with this procedure so the board can determine where the hold up is at if the flow of construction stops. Boston said she'd had discussions with Patton and Stepp that the new position of Operations Officer would have a huge role in things like this. Boston said she would like to postpone this until an Operations Officer gets in place and they can all go over this in detail. Then it can come back to the Contract Committee. Boston said if this needs to be in place prior to SMHS starting the construction of the baseball facility, what is the suggestion? Stepp said, with these being procedures, that if the building and grounds like the direction of this, then that lets him know he's going in the right direction. Boston made a motion to task Patton, Stepp and the COO to get the district where they needed to be on the matter and refine the draft. Hamby made the second. Boston asked if there was a time frame on when the district might have a COO in place. Stepp said the job was posted and he tries to leave the job posting for a minimum of 7 days. There was much discussion about how to update the draft with Boston's suggestions and recommended changes and all questions were answered by Patton or Stepp.

Motion to task Stepp, Patton and the COO to get the district headed in the right direction.

VOICE VOTE: Boston (mover-yes)
Hamby (seconder-yes)
Yes: 3, No: 0 Boston: Yes, Hale: Yes, Hamby: Yes

MOTION: Motion Passed

5. Other Discussion-No other discussion was had.
6. Adjournment-The meeting was adjourned at approximately 5:17 p.m

Motion to adjourn meeting.

VOICE VOTE: Hamby (mover-yes)
Hale (seconder-yes)
Yes: 3, No: 0 Boston: Yes, Hale: Yes, Hamby: Yes

MOTION: Motion Passed

William Stepp
Director of Schools

Ms. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

1.0 SCOPE:

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

2.0 RESPONSIBILITY:

- 2.1 Chief Operations Officer (COO)
- 2.2 Principals/Site Supervisors
- 2.3 Maintenance Supervisor

3.0 APPROVAL AUTHORITY:

- 3.1 BOE
- 3.2 Director of Schools

4.0 DEFINITIONS:

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

5.0 PROCEDURE:

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

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Cumberland County School System

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



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

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

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

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

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

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

6.0 PERFORMANCE MEASURES:

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

7.0 INTERACTIONS:

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

8.0 ASSOCIATED DOCUMENTS:

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



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

9.0 RECORD RETENTION TABLE:

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



THIRD PARTY FACILITY CONSTRUCTION/ALTERATION PROCEDURE

Cumberland County School System

Construction/ Alteration Agreement	Maintenance	Indefinitely	Permanent	Secured Building
Third Party Waiver	Maintenance	Indefinitely	Permanent	Secured Building
Insurance Policy	Maintenance	Indefinitely	Permanent	Secured Building

10.0 REVISION HISTORY:

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

11.0



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Cumberland County School System

12.0 FLOWCHART:

12.1 A flowchart detailing this process can be found below.

*****End of procedure*****

THIRD PARTY FACILITY CONSTRUCTION/ALTERATION AGREEMENT

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

THIRD PARTY

Project Supervisor Signature

Date

Contractor/Installer Signature

Date

RECOMMENDATIONS

CCS STAFF

Administrator / Site Supervisor or Designee Signature

Approval: Disapproval:

Date

Maintenance / Signature

Approval: Disapproval:

Date

Chief Operating Officer / Signature

Approval: Disapproval:

Date

DIRECTOR OF SCHOOLS APPROVAL/DISAPPROVAL

This project is Approved: Disapproved:

Director / Signature

Date



WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION

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

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



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

Signature

Print Name

Date

Project and Location

PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT

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

Signature

Print Name

Date

Project and Location

Parent's Signature
(If under 18)

Parent's Print Name