

November 11, 2015

The Executive Committee of the Marshall County Board of Education, comprised of Chairman of the Board Donnie Moses and Director of Schools Jackie Abernathy, spoke by phone Wednesday, November 11, 2015, at approximately 9:30 a.m. to approve the SRO Contract and the Johnson & Bailey Architects pay request.

During discussions, Ms. Abernathy explained that the SRO comp time would be changed from 4 hours to 8 hours per week. The executive committee voted 2-0 to approve the revised SRO Contract (attached).

During discussions, Ms. Abernathy explained that the billing from Johnson & Bailey (attached) was received after the November 2, 2015 Board Meeting. Finance Director, Janet Wiles has checked the numbers and they are correct. The executive committee voted 2-0 to approve the payment request.

The meeting adjourned at approximately 9:03 a.m.

Respectfully Submitted,

Donnie Moses, Chairman

Jackie Abernathy, Director

**AGREEMENT BETWEEN
THE SCHOOL BOARD OF MARSHALL COUNTY, TENNESSEE
AND
THE MARSHALL COUNTY SHERIFF'S OFFICE
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between **THE SCHOOL BOARD OF MARSHALL COUNTY, TENNESSEE**, (hereinafter referred to as the School Board) and **THE MARSHALL COUNTY SHERIFF'S OFFICE**, (hereinafter referred to as the "Sheriff").

WITNESSETH:

- A. The School Board and the Sheriff desire to provide law enforcement and related services to the public schools of Marshall County; and
- B. A School Resource Officer Program has been proposed for the public school system of Marshall County, Tennessee, as hereinafter described: and
- C. The School Board and the Sheriff recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Marshall County, Tennessee and particularly to the students of the public system of Marshall County, Tennessee; and
- D. It is in the best interest of the School Board, the Sheriff, and the citizens and students of Marshall County to establish this program.
- E. The School Resource Officer's main interest should be Law Enforcement; the safety of the students and teachers of the Marshall County School system.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the Sheriff hereby agree as follows:

ARTICLE I

A School Resource Officer program is hereby established in the public school system of Marshall County, Tennessee, from this date until such agreement is terminated.

ARTICLE II

The Sheriff shall provide School Resource Officers (hereinafter referred to as SROs) as follows:

A. Number of School Resource Officers.

1. The Sheriff shall assign one regularly employed deputy sheriff to the following schools:

CORNSVILLE/CHAPEL HILL ELEMENTARY SCHOOLS (Rotating Officer)

LEWISBURG'S ELEMENTARY SCHOOLS (Rotating Officer)

LEWISBURG MIDDLE SCHOOL

CORNSVILLE HIGH SCHOOL

FORREST SCHOOL

MARSHALL COUNTY HIGH SCHOOL

The number of full-time officers may be expanded to include additional schools upon funding by the Marshall County Commission.

2. The Sheriff shall assign the Chief Deputy to oversee the deputy sheriff's assigned above and to perform scheduled or non-scheduled visits to the middle and high schools and will work with the Marshall County School Administration in implementing the program as well as making adjustments and changes throughout the year.

B. Regular Duty Hours of the School Resource Officer

1. Each SRO shall be assigned to a school(s) on a full-time basis. During those hours that the school is in regular session, the SRO may be assigned additional requirements determined by the principal and/or the Sheriff's Office as pursuant to the terms of this agreement.
2. The School Board shall not assign the SRO to duties which exceed the following without permission from the Sheriff or his designee:

*Forty-two hours each work week

*4 – 8 ½ hour days (Monday – Thursday)

*1 – 8 hour day (Friday)

*Plus 8 hours of comp time per week

3. The SRO shall be assigned to the Marshall County Sheriff's Office. Any comp time accrued through the school will be taken off during regular non-school periods (Christmas break, Summer break, Spring break, Fall break, etc.). Otherwise, the Sheriff of Marshall County reserves the right to repay comp time at any time under the guidelines of the Fair Labor Standards Act.

C. Duties of School Resource Officers

1. Instructional responsibility of SROs at the high schools:
 - A. The SRO may act as an instructor for specialized, short-term programs at the high schools, when invited to do so by the principal or member of the faculty.
 - B. The SRO may teach as a guest speaker. The principal or a member of the faculty shall make the request of the SRO. The SRO shall not be asked to teach on a full-time basis nor asked to act as a substitute teacher.
 - C. Assigned SROs may teach some of the following courses, if time and schedules permit. They should not teach or instruct more than one (1) course in one day. The following courses are recommended:
 1. Police and their role in society
 2. Laws
 3. Juvenile and Adult Criminal Justice Systems
 4. Career Opportunities In Law Enforcement
 5. Drug Education
 6. Conflict Resolution
 7. Gang Resistance Education
 - D. Any exceptions to the above must be mutually agreed upon by the Sheriff's Office and the individual school principal.
2. Additional duties and responsibilities of SROs:
 - A. The SRO shall coordinate all of his/her activities with the principal and staff members concerned and will seek permission, advice, and guidance prior to enacting any program within the school.
 - B. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission. Training for the SROs will be provided by observation of the classroom teachers in the area of lesson plans, class presentation, and instruction.
 - C. The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with the students.

- D. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- E. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention. Confidential information obtained pursuant to **TENNESSEE CODE ANNOTATED**, shall not be disclosed except as provided by law or court order.
- F. The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary, thereby, acting as a resource person to the students, faculty and staff of the school. The SRO shall notify the principal of the referrals.
- G. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
- H. Should it become necessary for an SRO to conduct a formal police interview with any student, the SRO shall adhere to all requirements and restraints as established by the United States Constitution, the Constitution of the State of Tennessee, the laws of the United States, the laws of the State of Tennessee, the policy of the law enforcement agency for which the SRO works, the policy established by the Marshall County School Board, and any and all other legal requirements established by law enforcement interviews being conducted by law enforcement personnel.

Body cavity or strip searches will not be conducted by the SRO and may only be conducted with a search warrant.
- I. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted quests that may appear at the school and related school functions, to the extent that the SRO may do so under the authority of the law.
- J. The SRO shall give assistance to other police officers and deputy sheriff's in matters regarding his/her school assignment, whenever necessary.
- K. The SRO shall, whenever possible, participate in and/or attend school functions.
- L. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an

instructional nature as required by the principal or school staff. These reports will be forwarded to the Sheriff and appropriate Central Office personnel.

- M. The SRO shall **not** act as school disciplinarian. Disciplining students is a school responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. **School Resource officers are not to be used for regular assigned lunchroom duties, hall monitors, or other monitoring duties.** If there is a problem area, the SRO may assist the school until the problem is solved.

- N. The SRO shall submit to his/her supervisor at the Sheriff's Office a weekly update of his activities. The record shall be kept on file at the Sheriff's Office and should include:
 - 1. Offense Reports
 - 2. Arrest Reports and Citations
 - 3. Work Schedules
 - 4. Payroll Records

- O. The SRO will adhere to all personnel rules and regulations of the "Sheriff's" Office as they pertain to time worked and leave.

- P. If the SRO has to leave the school, he/she must advise the principal or a member of his/her staff that he/she is leaving, the reason for his/her leaving and when he/she will return.

- Q. The SRO shall attend meetings scheduled by the Safe and Drug Free Schools coordinator of the school system. Also, the SRO is accountable for materials and supplies that were purchased with federal monies that are issued/assigned to the SRO.

**ARTICLE III
RIGHTS AND DUTIES OF THE SCHOOL BOARD**

The School Board shall provide the full-time SRO of each school with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to an air conditioned and properly lighted office which shall contain a telephone which may be used for general business purposes.

- B. A location for files and records which can be properly locked and secured.

- C. A desk with drawers, a chair, a work table, filing cabinet and office supplies.
- D. Access to a computer and/or secretarial assistance.
- E. All necessary equipment (weapon, radio, uniforms, etc...) as provided for other deputies or the Marshall County Sheriff's Office. A desktop or laptop computer with internet access and a current version of Microsoft Office Professional.
- F. The elementary schools' SRO's equipment listed above will be provided by the Delinquency Prevention Fund as ordered by General Sessions, Juvenile, Probate Judge, Lee Bowles.

**ARTICLE IV
FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

Onset Grant monies through the Safe Schools Act of 1998 will be used to offset the high school SROs. The Lewisburg Middle School SRO's salary will be paid by any additional grants and/or by the Marshall County Board of Education.

The balance of the three high school SRO salaries and the rotating elementary SRO will be paid by Marshall County Government after all grant funds are received.

**ARTICLE V
EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

School Resource Officers shall remain employees of the Marshall County Sheriff's Office and shall not be an employee of the School Board of Marshall County, Tennessee. The School Board and the Sheriff acknowledge that the School Resource Officers shall remain responsive to the chain of command of the Marshall County Sheriff's Office.

**ARTICLE VI
APPOINTMENT OF SCHOOL RESOURCE OFFICER**

- A. The Sheriff or his designee shall assign deputies who are qualified to be an SRO. An interview board composed of the Principal, the Sheriff, and a member of the schools' Central Office will make the school appointment.
- B. The SRO applicant must meet the following requirements:
 - 1. Would prefer that the applicant be a volunteer for the position of School Resource Officer.

2. The SRO applicant must be a Tennessee Certified law enforcement officer and meet all Sheriff's Office requirements for commissioned and certified officers.
 3. The SRO must attain 40 hours every three (3) years of training related to the SRO position.
- C. Among additional criteria for consideration, the School Resource Officer should have job knowledge, experience, and training, education, with good appearance, attitude and communication skills.

ARTICLE VII
DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of Schools or his/her designee that the SRO assignment be reviewed in the program and shall state the reason therefore in writing. Within five to seven working days of receiving the recommendation from the Principal, the Superintendent or his/her designee shall advise the Sheriff or his/her designee of the Principal's request. If the Sheriff so desires, the Superintendent and the Sheriff or their designee's, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within the five to seven days mentioned above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Sheriff may dismiss or reassign an SRO based upon Department Rules and Regulations when it is in the best interest of the people of Marshall County.
- C. In the event of resignation, dismissal or reassignment of an SRO, the Sheriff may provide a temporary replacement for the SRO within a reasonable amount of time agreed upon by the Sheriff and the Marshall County Board after notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the Principal and the Sheriff shall make a permanent replacement for the SRO position. Reasonable time should be defined as not to exceed thirty (30) days, unless both parties agree otherwise.
- D. Transfer will not be permitted during the school year. SRO's requesting transfer to a new school should submit a request in writing at the end of the school year. Transfers shall be subject to approval by the Sheriff, the Principal of the school being requested and the Director of Schools.

**ARTICLE VII
TERMINATION OF AGREEMENT**

This agreement shall become effective upon execution. This Agreement is binding on each party's successors and assigns. This Agreement may be terminated by either party upon thirty (30) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein.

Furthermore, if either party neglects to fund their share of the agreement, this agreement will become null and void.

**ARTICLE IX
NOTICES**

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Jackie Abernathy, Marshall County School Superintendent
Marshall County Board of Education
700 Jones Circle
Lewisburg, TN 37091

Sheriff Billy Lamb
Marshall County Sheriff's Office
209 1st Avenue North
Lewisburg, TN 37091

**ARTICLE X
GOOD FAITH**

The School Board, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Director and the Sheriff, or their designees.

**ARTICLE XI
UNDERSTANDING OF AGREEMENT**

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

**ARTICLE XII
NON-ASSIGNMENT**

This Agreement and each and every covenant herein shall not be capable of assignment, unless the express written consent of the School Board and Sheriff is obtained.

**ARTICLE XIII
MERGER**

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

THIS THE _____ day of _____, 20_____.

JACKIE ABERNATHY, Director of Schools

FOR THE MARSHALL COUNTY
SCHOOL SYSTEM

BILLY LAMB, Sheriff

FOR THE MARSHALL COUNTY
SHERIFF'S OFFICE

JOE BOYD LIGGETT, County Mayor

FOR MARSHALL COUNTY
GOVERNMENT

**ORION BUILDING CORPORATION
CALCULATION OF CONSTRUCTION MANAGEMENT FEE**

October-15

Orion Job Number 13031 - Chapel Hill Intermediate School

<u>Prime Package Held By:</u>	<u>Original Contract</u>	<u>Change Orders</u>	<u>Current Contract</u>	<u>Percent Complete</u>	<u>Total Completed and Stored To Date</u>	<u>Previous Billings</u>	<u>Current Pay Request</u>
Blalock Plumbing	2,135,782.00	56,513.00	2,192,295.00	100.00%	2,192,295.00	2,191,216.00	1,079.00
Daughrity Excavating	942,712.00	62,782.00	1,005,494.00	99.54%	1,000,876.00	1,000,876.00	0.00
Henry Drilling	423,000.00	29,800.00	452,800.00	100.00%	452,800.00	452,800.00	0.00
Hickory Steel Erectors	315,710.00	4,248.00	319,958.00	100.00%	319,958.00	319,958.00	0.00
Hotel & Restaurant Supply	376,261.00	0.00	376,261.00	100.00%	376,261.00	376,261.00	0.00
National Resources Co.	538,603.00	0.00	538,603.00	100.00%	538,603.00	538,603.00	0.00
Phillips Masonry	1,218,997.00	-4,248.00	1,214,749.00	100.00%	1,214,749.00	1,214,749.00	0.00
Sain Construction	2,047,661.00	5,481.00	2,053,142.00	100.00%	2,053,142.00	2,053,142.00	0.00
Village Roofing	549,486.00	0.00	549,486.00	100.00%	549,486.00	542,986.00	6,500.00
TOTALS	<u>8,548,212.00</u>	<u>154,576.00</u>	<u>8,702,788.00</u>		<u>8,698,170.00</u>	<u>8,690,591.00</u>	

Total of Current Pay Requests	7,579.00
Fee Percentage	<u>4.25%</u>
Construction Management Fee	<u>322.11</u>



Application and Certificate for Payment

Construction Manager-Adviser Edition

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TO OWNER:

MARSHALL COUNTY BOARD OF EDUCATION
700 JONES CIRCLE
LEWISBURG, TN 37091

PROJECT:

CHAPEL HILL INTERMEDIATE SCHOOL
425 S HORTON PARKWAY
CHAPEL HILL, TN 37034

APPLICATION NO:

17

APPLICATION DATE:

10/25/2015

PERIOD TO:

October 31, 2015

Distribution to:

OWNER
 CONSTRUCTION MANAGER
 ARCHITECT

Orion Building Corporation

OCT 21 2015

FROM CONTRACTOR:

BLALOCK PLUMB, ELECT, HVAC Inc.
680 SOUTH ELLINGTON PARKWAY
LEWISBURG, TN. 37091

VIA CONSTRUCTION MANAGER:

ORION BUILDING CORP
9025 OVERLOOK BLVD, SUITE 100
BRENTWOOD, TN 37027

PROJECT NOS:

0

CONTRACT FOR: ELECTRICAL / MECHANICAL / PLUMBING

CONTRACT DATE:

May 28, 2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL SCHEDULE OF VALUES.....	\$2,135,782.00	
2. Net change by Change Orders	\$56,513.00	
3. SCHEDULE OF VALUES TO DATE (Line 1+2).....	\$2,192,295.00	✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,192,295.00	✓
5. RETAINAGE		
a. 2.5% of Completed Work	\$54,807.38	-54,1780.40 = 26.98
(Column D + E on G703)		
b. 5 % of Stored Material	\$0.00	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$54,807.38	✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$2,137,487.62	✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,136,435.60	✓
8. CURRENT PAYMENT DUE	\$1,052.02	✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$54,807.38	

CONTRACTOR:

By: Kevin Blalock Date: 10/25/2015

State of: Tennessee County of: Marshall
Subscribed and sworn to before me this _____ day of _____ Sunday, October 25, 2015
Notary Public: Andree Bradford
My Commission expires: 11/30/15

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 1,052.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: C. Pugh Date: 10/26/15

ARCHITECT:

By: _____ Date: 11-3-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by Owner	\$69,728.00	(\$14,294.00)
Total approved this Month	\$1,079.00	\$0.00
TOTALS	\$70,807.00	(\$14,294.00)
NET CHANGE ORDERS	\$56,513.00	



Application and Certificate for Payment

Construction Manager-Adviser Edition

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ONE PAGES

TO OWNER:

Marshall County Board of Education
700 Jones Circle
Lewisburg, TN 37091

PROJECT:

Chapel Hill Intermediate School

APPLICATION NO:

10

Distribution to:

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT

PERIOD TO:

8/1/15 thru 10/1/15

VIA CONSTRUCTION MANAGER:

FROM CONTRACTOR:

Village Roofing Co., Inc.
2403 Park Plus Drive
Columbia, TN 38401

Orion Construction
9025 Overlook Blvd Ste 100
Brentwood, TN 37027

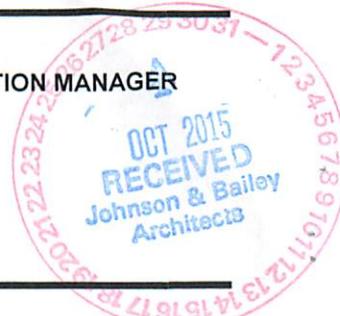
PROJECT NOS:

13031

Inv 4402

CONTRACT DATE:

28-May-14



CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL SCHEDULE OF VALUES	\$549,486.00
2. Net change by Change Orders	\$0.00
3. SCHEDULE OF VALUES TO DATE (Line 1+2)	\$549,486.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$549,486.00
5. RETAINAGE:	
a. 50% of Completed Work \$27,474.30 - 27,149.30 = 325.00 (Column D + E on G703)	
b. % of Stored Material \$0.00 (Column F on G703)	
Total Retainage	
(Lines 5a + 5b or Total in Column I of G703)	\$27,474.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$522,011.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$515,836.70
8. CURRENT PAYMENT DUE	\$6,175.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$27,474.30

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Village Roofing Co., Inc.

By: [Signature] Date: 10/8/2015
Dan Garman, President

State of: Tennessee County of: Maury
Subscribed and sworn to before me this 8th day of October, 2015
Notary Public: [Signature]
My Commission expires: 3/21/2018



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 6,175.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: [Signature] Date: 10/26/15

ARCHITECT:

By: [Signature] Date: 11-3-15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGE ORDERS	\$0.00	

