

**REGULAR MEETING OF THE STONE COUNTY SCHOOL BOARD
PROFESSIONAL DEVELOPMENT CENTER
NOVEMBER 2, 2020 10th MEETING
AGENDA**

- I. CALL TO ORDER, INVOCATION AND PLEDGE TO THE FLAG
- II. ADOPTION OF AGENDA
- III. APPROVAL OF MINUTES – OCTOBER 5, 2020 & OCTOBER 22, 2020
- IV. SUPERINTENDENT’S REPORT
- V. SHS/SMS SCHOOL UPDATES
- VI. 16th SECTION PROPERTY DISCUSSION
- VII. CONSENT AGENDA
 - a. Claim docket approved
 - b. Contract Addendum for School Recognition Program 2020-2021SY
 - c. Payment to employees for the School Recognition Program 2020-2021SY
 - d. Permission to advertise for 16th section hunt/fish leases
 - e. Approval of the Actual Federal Budget Summary for FY2021 (Perkin’s Fund)
 - f. Agreement/contract between Rodabough Education Group & SCSD
 - g. Agreement/contract between Scholastic Book Fair & SCSD
 - h. Agreement/contract between Petal School District & SCSD
 - i. Agreement/contract between Mitch Co. Construction, Inc. & SCSD
 - j. Fixed Assets disposals approval
 - k. Fundraisers approved
 - l. Travel approved
- VIII. SEPTEMBER 30, 2020 FINANCIAL REPORTS APPROVED
- IX. POLICIES
- X. PERSONNEL
 - a. Resignations
 - b. Retirement
 - c. Recommendations – New Employees
 - d. Recommendations
 - e. Transfers
- XI. ADJOURN

**REGULAR MEETING OF THE STONE COUNTY SCHOOL BOARD
OCTOBER 5, 2020 8th MEETING
MEETING CONVENED AT 6:00 P.M. – PROFESSIONAL DEVELOPMENT CENTER
MINUTES**

DRAFT

MEMBERS PRESENT

**NINA SHAW
JACOB SMITH
RODNEY BEECH
DR. DORIS MATTHEWS
DIANE JOHNSON**

OTHERS PRESENT

**INITA OWEN, SUPERINTENDENT
SEAN COURTNEY, BOARD ATTORNEY**

1. CALL TO ORDER

School Board President, Diane Johnson, called the meeting to order. Rodney Beech gave the invocation and Diane Johnson led the pledge to the flag.

2. AGENDA ADOPTED

Motion made by Doris Matthews, and seconded by Rodney Beech, to approve the agenda with additions as recommended by Superintendent Inita Owen. The vote to approve was unanimous.

3. APPROVAL OF SEPTEMBER 8, 2020 BOARD MEETING MINUTES

Motion made by Nina Shaw, seconded by Doris Matthews, the Board voted unanimously to approve the minutes as printed and as recommended by Inita Owen, Superintendent.

4. SUPERINTENDENT'S REPORT

Goal 1: Increase involvement between stakeholders and the district

1.1 Cultivate and sustain successful partnerships

1.2 District Updates

1.3 Parent Trainings

Goal 2: Increase student achievement in preparation to be College & Career Ready

2.1 Increase Literacy

2.2 Increase Math Skills

2.3 Increase Percentage of Students Attending IHL

2.4 Decrease Drop- Out Rate

Goal 3: Relevant Professional Development

3.1 Needs Assessment

3.2 Teacher/Paraprofessional/Administrator Training

MSBA Evaluation Instrument

2.1 Assists Board in meeting or exceeding the required training requirements of Mississippi Law

2.2 Informs the Board about current trends and developments in education

2.3 Prepares reports on progress made toward the accomplishments of the district's goals

3.1 Operates through adopted policies as the district's chief executive officer

4.2 Adheres to the Board policy on "Adoption of Policies" when developing policy or presenting new or revised policies to the Board for consideration

4.8 Implements and explains policies and actions of the School Board

5.2 Follows the Board's adopted policy on conducting effective school board meetings

6.1 Provides leadership to and general supervision of all school district employees

7.11 Provides the Board with monthly reports on all/any financial transactions involving sixteenth section monies

8.1 Demonstrates respect and cooperation in professional relationships with the Board and individual Board members, staff, and community

5. SHS/SMS SCHOOL UPDATES

L. Bolen presented updates for SMS, A. Stone presented updates for SHS

6. MCHENRY SITE UPDATE

The Board combined items #6 & #7 for executive session and went into closed executive session to discuss Industrial Development & Potential Purchase of Land.

7. LAND SELECTION/DESCRIPTION

8. APPRAISAL was item #6

Motion made by Rodney Beech, seconded by Nina Shaw to hire Doug Singletary and Steve Sanders as recommended to do appraisals for the new property proposal/purchase. The vote to approve was unanimous.

9. ATTORNEY FOR CLOSING was item #7

Motion made by Rodney Beech, seconded by Nina Shaw to hire Attorney Benny Newton to do the closing/contract on 16th section sale to Stone County Economic Development Partnership. The vote to approve was unanimous.

10. STONE HIGH SCHOOL BUS CANOPY BID

Motion made by Rodney Beech, seconded by Nina Shaw, to approve the recommendation from Eley Guild Hardy Architects on the Stone High school Aluminum Canopy project at Stone High School. Total base bid with Alternate 2 is \$141,200.00. The project will be financed with the remainder of the 3 mil Limited Tax Note that was secured in June 2020 and additional district funds. The vote to approve was unanimous.

11. CONSENT AGENDA

Motion made by Nina Shaw, seconded by Rodney Beech, to approve the consent agenda. The motion to approve was unanimous.

- (a) Claim docket approved, regular claim numbers 197604 to 197783 in the amount of \$207,714.21; Child Nutrition claim numbers 19476 to 19529 in the amount of \$59,047.09; regular district manual checks numbers 197784 to 197784 in the amount of \$167.04.
- (b) Permission to purchase used vehicles from government auctions beginning September 21, 2020 and continuing through June 30, 2021. The total bids will not exceed \$15,000.00.
- (c) Approval of Stone High School's Plan to Ensure Mastery of Content. SHS has amended the normal 4 block schedule. The blocks are now 87 mins. Instead of 94 minutes. The time was amended to be able to create a schedule that allows for a 31 minute block of time for remediation and reteaching on a daily basis.
- (d) Approval of School Breakfast and Lunch Refunds. The USDA has allowed school districts to choose a retroactive start date for the Summer Food Service Program, the program we began participating in on September 14, 2020 that provides free breakfast and lunch for all of our students. The Stone County Child Nutrition Department has chosen to take advantage of the opportunity to amend our start date for the Summer Food Service Program to August 17, 2020 in order to receive higher reimbursement rates from the USDA (approximately a \$30,000 gain) as well as refund all breakfast and lunch payments made from August 17, 2020 - September 11, 2020 to guardians of our students. In order to timely refund these payments, they will not be included on the monthly docket. Please pre-approve the payments not to exceed \$17,000. This includes refunds for breakfast and lunch meals to the parent/guardian on file for each student.
- (e) Approval of the Child and adult Care Food Program Agreement for after school program snacks. A permanent agreement for participation in the Child and Adult Care Food Program in order to receive USDA reimbursement for snacks provided to the afterschool program at Stone Elementary School by the Stone County School District Child Nutrition Department.

- (f) Approval of the Food Services agreement between SCSD Child Nutrition and SMS Soccer Booster Club.
- (g) Approval of the 2020-2021 Drop Out Prevention Plan
- (h) Contract/agreement between Rita Shaw and SCSD for a term of 1 year for stadium clean-up after each home football game (Varsity, J. Varsity and Middle School) and Graduation.
- (i) Contract/agreement between Goodwin Imaging and SCSD for a term of 1 year, a single contract for the Perkinston Elementary School 2020/2021 yearbook.
- (j) Contract/agreement between Jostens and Stone High School for a term of 8 months (Oct-May) for the 2020/2021 yearbook.
- (k) Contract/agreement between Power Systems of MS, LLC and SCSD for a term of 1 year for annual generator maintenance at all four FEMA Buildings. (PES, SES, SMS, SHS)
- (l) Approval of student releases from:

(1) Stone County Schools to attend other school districts listed below. No tuition or transportation will be provided by Stone County Schools.

	STUDENT'S NAME	GRADE	SCHOOL/DISTRICT
1	Jena Yarbrough	12	Forrest County

(2) Perk Elementary to Stone Elementary; parents to provide transportation.

	STUDENT'S NAME	GRADE
2	Aayden Loper	1
3	Jacob Leverette	4

- (m) Approval of the disposal of the following fixed assets and remove the items from the existing inventory:

	FIXED ASSET NUMBER & DESCRIPTION	LOCATION		FIXED ASSET NUMBER & DESCRIPTION	LOCATION
1	#7855 Dell Computer	SES	10	#6396 Hand Punch HP 2000	PES
2	#7986 Dell Laptop	SES	11	#6397 Hand Punch HP 2000	PES
3	#8483 Dell Computer	SES	12	#5065, #8255, #8256, #8252, #8249, #8250, #8257, #8253, #8254, #8247, #8248, #8246, #8258 Kodak Cameras, #5294 Camcorder, #5461 VHS Camera, #7729, #7231 Cannon Digital Cameras, #7232, #7233 Cannon Digital Video Recorders	PES
4	#9028 Dell Computer	SES	13	#3072 Projector Case w/ Stand	SMS
5	#11491 Dell Computer	SES	14	#8474 Viewsonic Projector	SMS
6	#8478 Dell Computer	SES	15	#6814 Lumen Projector	SMS
7	#9428 10" Nook	PES	16	#8717 Lumen Projector	SMS
8	#7612 Xeon Server	PES	17	#2798 Sharp TV	SHS
9	#7412 Dell Server	PES			

- (n) Approval for the following fundraisers:

	SCHOOL & ORGANIZATION	TYPE OF FUNDRAISER	PLACE AND DATE/DATES	RAISE MONEY FOR:
1	SES Library	Online Scholastic Book	10-29 to 11-6-2020	Books for School Library

		Fair		
2	PES PTO	Sell Cookie Dough & Holiday Items	11-2 to 11-13-2020	Future Playground Equipment
3	PES PTO	Sell Blue Water Tumblers	10-6 to 10-16-2020	Future Playground Equipment
4	PES PTO	Concession Sale Days	10-16 & 11-13-2020	Future Playground Equipment
5	SMS	Sell Stars for Make a Wish	10-23-2020	Stone/Perk Community Member that is Terminally Ill
6	SMS Choir Booster Club	World's Finest Chocolate	10-19 to 10-30-2020	Supplement District Funds
7	SMS Choir Booster Club	Sell Fall/Christmas Themed Shirts	10-5 to 10-16-2020	Supplement District Funds
8	SMS/SHS Football Boosters	Sell Tomcat Cards	10-26 to 11-6-2020	Supplies/Equipment
9	SMS Soccer Boosters	Beach Bag/Cooler Raffle	10-19 to 10-30-2020	Warm-ups, Pre-Game Meals, Additional Uniforms
10	SMS PTO	Slushie Sales	1-5 to 5-21-2021	Teacher Appreciation & Student Rewards
11	SMS PTO	Chicken Dinner Sales	12-1 to 12-14-2020	Reward/Help Teachers & Students
12	SMS PTO	Penny Wars	10-12 to 10-30-2020	Reward Teachers/Students
13	SMS Yearbook Staff	Sell Business & Personal Ads	10-15 to 12-15-2020	Offset Yearbook Cost
14	SMS Student Council	Slushie Sales	10-5 to 12-18-2020	Support Student Council Activities that they Sponsor
15	SMS Basketball Boosters	Sell Chick-Fil-A Lunches to Adults Only	10-9 to 10-23-2020	Gear, Uniforms, Warm-ups
16	SMS Basketball Booster	Concession Stand on Game Days		Gear, Uniforms, Warm-ups
17	SMS Basketball Booster	Car Wash	10-10 or 10-24-2020	Gear, Uniforms, Warm-ups
18	SHS Basketball Boosters	Concession Stand	10-29 to 1-22-2021	Letterman Jackets, Banquet, Warm-ups, Awards, Summer Ball
19	SHS Basketball Boosters	Signs for Advertising	10-6 to 11-1-2020	Letterman Jackets, Banquet, Warm-ups, Awards, Summer Ball, Player Gear
20	SHS Drama Activity	Presentation of Competition Show	10-27 to 10-30-2020	Replenish Activities Account
21	SHS Choir Booster Club	World's Finest Chocolate	10-19 to 10-30-2020	Supplement District Funds
22	SHS Concert Choir Booster Club	Fall/Christmas Themed Shirts	10-5 to 10-16-2020	Supplement District Funds
23	SHS Cheer Boosters	Sweatshirt Sale	10-19 to 10-30-2020	Cheer Equipment/Supplies
24	SHS Football Boosters	Game Programs	10-2 & 10-23-2020	Equipment/Supplies
25	SHS Football Boosters	Spirit Gear	10-2 & 10-23-2020	Equipment/Supplies
26	SHS Soccer Boosters	Hoodie Sales	11-2 to 11-16-2020	Soccer Program
27	SHS/SMS Soccer Boosters	Chicken Dinner Sales	10-6 to 10-20-2020	Soccer Teams

(o) Approval of the following travel:

STONE HIGH SCHOOL

	PERSON ATTENDING	DATE/DATES	EVENT NAME & DESTINATION	PAID BY
	Rachel Landrum & 25 Volleyball	9-19-2020	PRCC Tournament Poplarville	Athletics

12. FINANCIAL REPORTS APPROVED

Motion made by Nina Shaw, seconded by Doris Matthews, to approve the August 31, 2020 school district financial reports as recommended by Cassie Hardy, Business Manager. The vote to approve was unanimous.

13. REVISED FINANCIAL REPORTS APPROVED

Motion made by Nina Shaw, seconded by Rodney Beech, to approve the June 30, 2020 and the July 31, 2020 school district revised financial reports as recommended by Cassie Hardy, Business Manager. The vote to approve was unanimous.

14. 2019-2020 AMENDED BUDGET

Motion made by Rodney Beech, seconded by Nina Shaw, to approve the 2019-2020 Amended Budget. The vote to approve was unanimous.

15. POLICIES

Motion made by Rodney Beech, seconded by Nina Shaw, the Board voted unanimously to approve the: (a) 2nd reading of new policies for adoption; IAAA- Distance /Online Learning, IAAB- Staff Conduct on Virtual Meetings and 2nd reading for adoption of revisions; JGA- Pandemic/Epidemic Emergencies, JRAB- Compliance w/FERPA, JBD- Attendance, Tardiness, and Excuses, GBRIA- Family and Medical Leave Act, JGAA- Return to School During COVID-19.

And to

(b) **Review** of the following Stone County School District policies: KB-KO –General Public Relations, LA-LEB –Organization Relations, & MA-MFB –Ed. Agency Relations- **Reviewed**

16. PERSONNEL

Motion made by Nina Shaw, seconded by Doris Matthews, to approve the personnel as recommended by Inita Owen, Superintendent. The vote to approve was unanimous.

(a) RESIGNATIONS:

	EMPLOYEE	POSITION	LOCATION	EFFECTIVE DATE	EXPLANATION
1	Daina Cronley	Cafeteria Manager	SES	9-18-2020	Written Notification
2	Tracy Prescott	Bus Driver	Transportation	9-9-2020	Written Notification
3	Ashley Williams	Kdg. T.A.	SES	9-21-2020	Written Notification
4	Brad Thornton	Assist. Football Coach Supplement	SMS	9-28-2020	Written Notification

(b) RECOMMENDATIONS – NEW EMPLOYEES: Per Salary Scales

	EMPLOYEE	POSITION & SALARY	LOCATION	EFFECTIVE DATE	REPLACEMENT/ EXPLANATION
5	Suely Firth	Cafeteria Worker, Step 14, 5 hrs., Regular	SMS	9-21-2020	Shirl Clark
6	Natalie Brown	6-8 Science Teacher	SMS	10-13-2020	Rosemary Berry

7	Vivian Sheree Cospelich	Kdg. T.A.	SES	10-6-2020	Ashley Williams
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(c) RECOMMENDATIONS: Per Salary Scales

	EMPLOYEE	POSITION & SALARY	LOCATION	EFFECTIVE DATE	REPLACEMENT
8	Ruby Brown	To be paid extra \$20.00 per day while K. Fairley is out	Transportation	9-28-2020	N/A
9	Carl Mallett	Run clock at Varsity Basketball Games, \$20.00 per game	SHS	2020-2021 SY	N/A
10	Naomi Rutledge	2 nd Grade \$18.00 per hour	The Think Center	10-6-2020	Tyler West
11	Tyler West	Reading Interventionist, \$18.00 per hour	The Think Center	10-6 2020	New Position

(d) TRANSFERS:

	EMPLOYEE	POSITION & SALARY	LOCATION FROM/TO	EFFECTIVE DATE	REPLACING
12	Amanda Parker	SES Cafeteria Manager, Step 0	SES Cafeteria Cashier	10-6-2020	Daina Cronley

17. MSBA 2021 SCHOOL BOARD LEGISLATIVE SURVEY

Survey Done

18. SCHOOL BOARD PROCEDURES

Discussion was held regarding clarification of school board members having family in the district

19. ADJOURN

There being no further business, the Board voted to adjourn until November 2, 2020 with a motion made by Nina Shaw, seconded by Rodney Beech. The vote to approve was unanimous.

**SPECIAL CALLED MEETING OF THE STONE COUNTY SCHOOL BOARD
OCTOBER 22, 2020 5:00 P.M. 9th MEETING
MEETING CONVENED AT 6:00 P.M. - PROFESSIONAL DEVELOPMENT CENTER**

DRAFT

MEMBERS PRESENT

**NINA SHAW
JACOB SMITH
RODNEY BEECH – Via Phone
DR. DORIS MATTHEWS- Absent
DIANE JOHNSON**

OTHERS PRESENT

**INITA OWEN, SUPERINTENDENT
SEAN COURTNEY, BOARD ATTORNEY**

1. CALL TO ORDER

School Board President, Diane Johnson, called the meeting to order. Jacob Smith gave the invocation and Diane Johnson led the pledge to the flag.

2. AGENDA ADOPTED

Motion made by Nina Shaw, and seconded by Jacob Smith, to approve the agenda as recommended by Superintendent, Inita Owen. The vote to approve was as follows.

Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

3. RESOLUTION TO SELL 16TH SECTION LANDS

Motion made by Nina Shaw, seconded by Jacob Smith, to approve a resolution to sell 16th section lands for industrial use. The vote to approve was as follows.

Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

4. PURCHASE OF LAND ON WOODLAND DRIVE

Motion made by Nina Shaw, seconded by Jacob Smith, to enter into a contract to purchase 19.38 acres +/- of vacant land located on Woodland Drive Wiggins, MS from Dan R. O'Neal for lieu property for \$17,000.00 or no greater than fair market value established by the average value of two independent appraisers. The vote to approve was as follows. Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

5. PURCHASE OF LAND ON LEGACY DRIVE

Motion made by Jacob Smith, seconded by Nina Shaw, to enter into a contract to purchase 24.1 acres +/- of vacant land located on Legacy Drive , Wiggins, MS from AAA Land Company, LLC for lieu property for \$17,000.00 or no greater than fair market value established by the average value of two independent appraisers. The vote to approve was as follows. Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

6. APPROVAL OF CONTRACTS FOR PURCHASE OF LANDS

No Action Taken

7. SALE OF 16TH SECTION PROPERTY TO EDP

Motion made by Jacob Smith, seconded by Nina Shaw to enter into a contract to offer sale of 16th section property on 16-4S-11W 100+/- acres and buildings 200, 201, 500, 501, 600, 300, 301, & 302 in the amount of Eight Hundred Thousand Dollars and no cents (\$800,000.00) to Stone County Economic Development Partnership. The vote to approve was as follows.

Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

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8. MDA APPLICATION

Motion made by Nina Shaw, seconded by Jacob Smith, to approve for the administration and staff of the Stone County School District Central Office to prepare MDA's application for certificate of authority to sell sixteenth section land. The vote to approve was as follows.

Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

9. ALLOCATION & EMERGENCY DISBURSEMENT OF FUNDS FROM THE MS PANDEMIC RESPONSE AVAILABILITY ACT

Motion made by Nina Shaw, seconded by Jacob Smith, to approve the allocation and emergency disbursement of funds from the MS Pandemic Response Broadband Availability Act (HB1788). The allocated dollar amount to Stone County School District is \$143,448.77. The vote to approve was as follows. Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

10. ADJOURN

There being no further business, the Board voted to adjourn until November 2, 2020 at 6:00p.m.with a motion made by Jacob Smith, seconded by Nina Shaw. The vote to approve was as follows.

Nina Shaw- Yea Jacob Smith- Yea Diane Johnson- Yea Rodney Beech- Yea

NOTICE

THERE WILL BE A SPECIAL CALLED BOARD MEETING OF THE STONE COUNTY BOARD OF EDUCATION ON OCTOBER 22, 2020 AT 5:00 P.M. THIS MEETING WILL TAKE PLACE AT STONE MIDDLE SCHOOL PROFESSIONAL DEVELOPMENT CENTER, 532 E CENTRAL AVENUE, WIGGINS, MS.

FOR THE PURPOSE OF:

- RESOLUTION TO SELL 16TH SECTION LAND
- PURCAHSE OF LAND ON WOODLAWN DRIVE
- PURCHASE OF LAND ON LEGACY DRIVE
- APPROVAL OF CONTRACTS FOR PURCHASE OF LANDS
- SALE OF 16TH SECTION PROPERTY TO EDP
- MDA APPLICATION
- ALLOCATION & EMERGENCY DISBURSEMENT OF FUNDS FROM THE MS PANDEMIC RESPONSE AVAILABILITY ACT

SCSD

NOVEMBER 2020 SUPERINTENDENT'S REPORT

Special Recognition/Awards/Acknowledgements:

SES:

Stone Elementary School placed 1st in the City of Wiggins Scarecrow Contest. Students created character pumpkins for our display. To celebrate Red Ribbon Week, SES had a 50's party with a sock hop and root beer floats. Teachers and students also decorated doors.

PES:

Students of the Month: Sawyer Cochran, CJ Perryman, Aubrei Howze, Paisley Smith, Elijah Holland, Parker Morgan, Adlynn Fernandez, Ella Bush, Palyn Brooks, Averi Ladner, Landon Osborne, Grace Garner, Chloe Morris, Miles Perry, Rylan Smith, Claire Thebeau, Jayda Schmidt, Brayden Smith, Robert Nix, Paityn Saucier, Audrey Sheffield, Wyatt Main, Virtual Students: Emaliegh Bostic, Breonna Dixon, Shyloh Tiller, Amelya Legnon, Hanna Moody, Gabriel Beaver

Perkinston Elementary School had 132 students who earned perfect attendance!

Our PES students came back to school this year with a vengeance! We had 246 students who worked hard for Banner Roll and 159 students who earned Honor Roll for Term 1!

We had our first annual "Do You Want to Build a Scarecrow?" Family Project! Scarecrows big and small filled our school, and the creativity of our families was fantastic! Fun was had by all!

Red Ribbon Week consisted of week-long events drawing awareness to being DRUG FREE!

Monday: Think of all you can be when you are DRUG free! - Essential Worker Day

Tuesday: Hit the snooze on Drugs! - Pajama Day

Wednesday: Be happy, Be Brave, Be drug FREE! - Superhero Day

Thursday: Shake, Rattle and Roll away from drugs! - 50's day (also the 50th day of school)

Friday: Get hooked on books, not drugs! - Book Character Parade

The SHS Health Science I students visited Perkinston Elementary and demonstrated the appropriate hand washing techniques for our kindergarten and first grade students. They sang a jingle for students that we are still hearing today!

Boy Scouts of America held their annual round-up at PES in October! We had several boys (grades K-5) who attended the event and signed up for Cub Scouts!

"PES Goes Pink!" We brought awareness to breast cancer on October 13th by wearing as much pink as possible!

October also brought Custodial Appreciation Day and Bus Driver Appreciation Week! PES celebrated both and showed gratefulness to all of our hard working district personnel.

SMS:

Ashley Hallahan SMS October Whistle Stop Teacher of the Month.

Reagan Forge received the SMS Top Tomcat Award sponsored by Bank of Wiggins for achieving 100% on the Beginning of the Year ELS Diagnostic Test in ELA.

The following students have accomplished completing/passing all levels of the ELA IReady Instructional Online Program and have received the SMS Top Tomcat Award sponsored by Bank of Wiggins:

6th grade:

Rita Parker

Sandra (Claire) Robinson

8th grade:

Reagan Forge

Hayden (Kyle) Robinson

Layla Seal

Stone Middle School Coke Star Student of the Month for October

The following students have shown exceptional character and work ethic for the month of October and were chosen by their teachers to receive the Coke Star Student of the Month Award: Rita Parker, Cayden Luster, Emma Cupp, Micah Durbin, Emma Smith, Claire Watson, Anna Alley, Olivia Nelson, JJ Cain, Allana Davis, Elizabeth "Ezzie" Odom, Rylan Wolfe, Jason Whitney, Jhase Jackson, Jullian Denham

SHS:

New SHS Marquee is being constructed at the corner of Park St and Parker St. We completed 1 FAFSA Day which included parents filling out an application for free state aid for college. We will have 3 more days. We have utilized Tomcat Time for college and military recruiters. We had 64 students participate in the PSAT/NMSQT which is a part of the National Merit Scholarship Program.

Health Science I students had the opportunity to visit Stone and Perkinston Elementary Schools to teach their Kindergarten and First Grade classes the importance of hand hygiene. This experience not only helps our students prepare for careers in the healthcare field where teaching is a vital part of the profession, but also helps educate the younger generations about proper hand hygiene and why it's so important to their health.

Health Science II had a successful clinical visit to Moore Funeral Home to learn more about death and dying. Members of our HOSA chapter selected officers for the 2020-2021 school year. SHS HOSA Officers for 2020: Skylar Jones, President, Morgan Pickering, V Pres., Yasmine McDonald, Sec., Nigeria Simpson, Treasurer, Tinesha Roberts, Historian, Kaylee Hall, Reporter, Leah Capiola, Health Science I Rep, Arnesha Fairley, Health Science II Rep.

CTE STUDENT OF THE MONTH 20-21:

CULINARY ARTS I: (HART) AARON JORDAN, CULINARY ARTS II: (HART) JOSHUA BRAND, WORK BASE LEARNING: (HART) CHRISTOPHER GIBBS, HEALTH SCIENCE I: (ANDERSON) NOAH TIDWELL, HEALTH

SCIENCE II: (HICKMAN) YASMINE MCDONALD, CONCEPTS OF AGRISCIENCE: (HUDSON) KELSIE BORNE, ANIMAL SCIENCE I: (HUDSON) JAKOB ACKERMAN, TEACHER ACADEMY I: (AMACKER) SARA GILL, TEACHER ACADEMY II: (AMACKER) JEREMEY BOSARGE, CONTEMPORARY HEALTH: (GUTHRIE) THOMAS SUMRALL, EXPLORING COMPUTER SCIENCE: (DAVIS) CHANEY ALLISON & ADAJA SWAIN, COMPTIA: (DAVIS) RYLAN BROWN, EXPLORING COMPUTER SCIENCE: (JACKSON-HALL) KENDALL JONES, ENTREPRENEURSHIP: (JACKSON-HALL) JACOB ALLEN, WELDING I: (WILLIAMS) MICHAEL ROLKOSKY, WELDING II: (BOUNDS) BRENTLEY DUNN, CYBER FOUNDATIONS I: (FREDERICKSON 6TH GRADE) KAYLEN FAIRLEY, CYBER FOUNDATIONS I: (JOHNSON 6TH GRADE) KENNEDY TURMON, CYBER FOUNDATIONS I: (JOHNSON 7TH GRADE) OWEN LADNER, CYBER FOUNDATIONS I: (BRELAND 7TH GRADE) ERICA CRAIG, CYBER FOUNDATIONS II: (BRELAND 8TH GRADE) JACKSON RATCLIFF, CYBERFOUNDATIONS II: (TURNER 8TH GRADE) LAYLA SEAL

Teacher Academy I and II students continued their clinical experiences in the classrooms at Perkinston Elementary and Stone Elementary. Teacher Academy I students will be completing their fourth observation at Perkinston Elementary and will be choosing a grade level and/or subject to continue their clinical experiences in that grade on each Thursday for the remainder of the year. These students have enjoyed observing the different grade levels and subjects. This has allowed them to see a variety of classroom settings and experience hands-on activities involving a classroom teacher. Teacher Academy I students completed Unit 2: Becoming an Effective Teacher and created a project for their Philosophy of Teaching and Learning as a cumulative activity for this unit. Teacher Academy II students have been assisting each Tuesday and Thursday during clinical experiences at Stone Elementary. Each student is assigned a class and has begun assisting with individual and small group remediation and instruction. In the classroom, Teacher Academy II students are exploring diverse learners and how to meet the needs of each learner in a classroom and provide a successful learning environment. Students have explored characteristics of gifted and talented learners, as well as special needs learners. They have compared Individualized Education Program Plans (IEP) to Section 504 plans and how students qualify for these federal law programs.

Goal 1: Increase involvement between stakeholders and the district

1.1

Cultivate and sustain successful partnerships

Brad Alexander/Dan O'Neal: Met multiple times to discuss the possible purchase of property that adjoins previously donated property provided by Dan O'Neal and Wynn Alexander. We discussed the possibility of a contract to meet the requirements from the MDA and Secretary of State to potentially sell a portion of 16th section property.

Raven James/MEMA: Attended scheduled updates for weather related issues that could affect the school system and county.

SCEDP: Had several ZOOM meetings to discuss Adranos contract and potential sale of 6th section property to the EDP. Attended the SCEDP Annual Dinner to represent the Stone County School District.

GCEIC: Met with legislatures Bryce Wiggins and Richard Bennett to discuss educational needs and law that may be introduced in coming session. Elected to GCEIC Board of Officers effective October 1.

Gulf Coast Restoration Advisory Committee: Attended the 2nd committee meeting to hear that the Stone County CTE Center made the cut to the top 15 projects. Final presentation will be given on November 2nd before the committee makes their final selections to MDA and the legislature for the final decision.

Joe Miller/DSLbyAir: Worked out a potential deal to contract with DSLbyAir to provide connectivity to approximately 90% of our student population using HB1788 funding. Under this funding, the district is required to pay for the contract/services up front with the state reimbursing.

Stone County Utility Assn/Dusty Rhodes: Presented to the board our desire to use their towers to provide connectivity to students within their area. The board approved use of their tower with stipulations that equipment be grounded, provide the power and the provider service own equipment if necessary.

Pine Belt Supt. Consortium: Discussed difficulty with HB1788 and different methods that other districts were attempting to meet the needs of their students, 2022-2023 MHSAA Reclassification for sports and the year round school calendar option.

1.2

District Updates

Safe Schools: Entire district participated in the statewide tornado drill on October 21 @ 9:00.
Report cards were distributed district wide on October 15th.

Jaclyn Parker, Food and Nutrition Director was notified that the school district did receive National School Lunch Program Equipment Assistance Grant for School Food Authorities in the amount of \$17,025.00!
Open enrollment for virtual students to become traditional students will occur November 9-18.
Parents must make contact with school administrators at the school their child will be attending.

1.3

Parent Trainings

SES/PES/SMS/SHS: Virtual trainings were held independently with parents who needed extra assistance with technology and whatever they may need to help their students succeed.

SES: World Changer Meeting: Parents were informed of the expectations of selected students and how they could help their child with those expectations.

SHS: FAFSA sessions to help parents/students to accurately complete FAFSA forms.

Goal 2: Increase student achievement in preparation to be college and career ready.

2.1, 2.2

Increase Literacy/ Increase Math Skills

PES, SES, SMS & SHS Professional Development: ELA, Math, EL and Data with Kids First

PES, SES, & SMS: Math and Writing with Millennium Education

SMS & SHS: Lexia Reading Interventions with Lexia Learning, School Improvement Webinar/Conference with MDE Office of School Improvement

2.3

Increase Percentage of Students Attending IHL

College Application Day was held and students were encouraged to complete applications or were given advice on what to include on their application.

2.4

Decrease dropout rate

Red Ribbon Week used district wide to teach the dangers and disadvantages of using alcohol, drugs and tobacco.

Goal 3: Relevant professional development

3.1

Needs Assessment

SES, PES, SMS & SHS: Data meetings held to discuss changes needed at the MTSS level to lower the rate of over identification of SPED students. Each school had individualized meetings with all administrative team members present. Goals and expectations were established on what was needed to accomplish the task.

3.2

Teacher/Paraprofessional/Administrator Training

All trainings held virtually, no travel submitted.

MSBA Evaluation Instrument

1.6.1.9

Provides system data and leadership to the Board at school board meetings regarding the status of and progress made toward accomplishment of Board adopted goals.

Accomplishes the goals of the school district as indicated by data presented in an annual "District Report Card".

Presentation regarding possible sale of 16th section property (Section 4, Township 11) and procurement of in lieu lands to replace that acreage.

2.3

Prepares reports on progress made toward (1) the accomplishment of the district's goals, (2) the strengths and improvements needed in the school district (3) any compelling problem (4) or emerging issues.

Provides current COVID numbers broken down by positives, quarantines, faculty, and student

2.4

Participates in professional activities to enhance knowledge and skills.

3.2

Follows the Board's adopted Code of Ethics and Professional Governance Standards.

4.3

Correlates applicable policies to agenda items at Board meetings.

5.3

Maintains the official School Board Minutes and other records that pertain to the State's Open Records Act.

7.5

Administers the approved budget within Board-established spending amounts and recommends budget amendments.

Paving project at SES/PES completed within approved budgeted numbers.

STONE COUNTY SCHOOL DISTRICT COVID TOTALS

WEEK END	POSITIVE		QUARANTINE	
	STAFF	STUDENTS	STAFF	STUDENTS
08/21/20	1	3	0	15
08/28/20	1	1	0	6
09/04/20	1	4	0	4
09/11/20	1	0	0	9
09/18/20	0	1	0	6
09/25/20	2	0	1	27
10/02/20	2	2	6	84
10/09/20	0	3	3	39
10/16/20	2	2	3	24
10/23/20	1		0	14
TOTAL	11	16	13	228

POSITIVE				POSITIVE				QUARANTINE				QUARANTINE					
PES	SES	SMS	SHS	PES	SES	SMS	SHS	PES	SES	SMS	SHS	PES	SES	SMS	SHS	OFFICE	
STAFF				STUDENTS				STAFF				STUDENTS				Pos	Qua
1	0	0	0	0	0	1	2	0	0	0	0	2	1	6	6	0	0
1	0	0	0	0	1	0	0	0	0	0	0	0	4	2	0	0	0
1	0	0	0	0	1	1	2	0	0	0	0	2	2	0	0	0	0
1	0	0	0	0	0	0	0	0	0	0	0	5	0	2	2	0	0
0	0	0	0	0	0	1	0	0	0	0	0	3	0	3	0	0	0
1	0	0	1	0	0	0	0	1	0	0	0	20	2	1	4	0	0
1	1	0	0	0	0	1	1	0	3	3	0	3	4	65	12	0	0
0	0	0	0	0	0	2	1	0	0	3	0	7	2	14	16	0	0
0	1	0	0	0	0	1	1	0	0	2	0	0	0	20	4	1	1
0	1	0	0	0	1	0	0	0	0	0	0	3	6	4	1	0	0
6	3	0	1	0	3	7	7	1	3	8	0	45	21	117	45	1	1

ou are now the " official" reporter! Congratulations!!
<https://msachieves.mdek12.org/msdh-school-covid-19-reporting/>

	MONTH 1 9/30/20	MONTH 2 10/31/20	MONTH 3 11/30/20	MONTH 4 12/31/20	MONTH 5 1/31/21	MONTH 6 2/28/21	MONTH 7 3/31/21	MONTH 8 4/30/21	MONTH 9 5/21/21
PES	515/94%								
SES	552/91%								
SHS	696/91%								
SMS	571/92%								
District	2334/92%								



Office of Child Nutrition
Scott Clements
Child Nutrition Director

October 30, 2020

Stone County School District
Inita Owen, Superintendent
214 Critz Street
Wiggins, MS 39577

Dear Ms. Owen:

Thank you for submitting a proposal for the 2019 National School Lunch Program Equipment Assistance Grant for School Food Authorities Second Round. After a thorough evaluation of your proposal, Stone Elementary School, Stone Middle School and Perkinston Elementary School will receive an award for up to \$17,025.00 (cumulative total) and Jaclyn Parker will be contacted directly to discuss start up. Additional paperwork is being processed to formally award each site with a grant agreement, which will be coming to you from our program office. At this time, refrain from ordering equipment until your organization has received a signed and executed grant agreement from the Mississippi Department of Education.

Please review your budget forms for revisions, if needed, and submit by 5:00 p.m. on November 4, 2020. All correspondence and concerns can be sent to my email at goquine@mdek12.org.

We greatly appreciate your interest with working with the children and families of Mississippi.

Sincerely,

Gwennyth O'Quine, Director
Contracts and Grants

Cc: Jaclyn Parker

This institution is an equal opportunity provider.

Central High School Building
359 North West Street
P.O. Box 771
Jackson, MS 39205-0771

Phone (601) 576-5000
Fax (601) 359-1737

www.mdek12.org

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Report Date: 10/31/2020

Claim No: 197785 To 197966

Claim Status: Open

Claim No.	Claimant Name	Claim Amount	Fund	Description
197785	FIELDS, CHRISTINE	\$458.00	1120	INSURANCE REIMBURSEMENT
197786	PRINE, CHARLES	\$192.00	1120	INSURANCE REIMBURSEMENT
197787	HOLMES, WILLIE	\$192.00	1120	INSURANCE REIMBURSEMENT
197788	26 SIGNS LLC	\$10.00	1120	REPAIR FOR HALL SIGN
197789	MACGILL & COMPANY	\$90.16	1120	SUPPLIES FOR NURSE
197790	SANICO, INC	\$139.31	1120	RUGS AND MOPS -YEARLY ESTIMATE
197791	ADT COMMERCIAL, LLC	\$412.50	1120	INTERCOM REPAIR
197792	GULF COAST EDUCATION	\$72.00	2610	VIRTUAL CONFERENCE FEE
197793	SUN COAST BUSINESS SUPPLY	\$23.20	1120	BOWL BRUSHES FOR CUSTODIANS
197794	26 SIGNS LLC	\$36.00	1155	SIGNS FOR FOOTBALL GAMES
197795	JANI-KING OF MS COAST	\$3,958.00	1120	FY21 SCHOOL CLEANING SERVICES
197796	NECAISE LOCKSMITH, INC	\$230.00	1120	DOOR REPAIR
197797	WATERS INTERNATIONAL	\$44.38	1120	EST MONTHLY PARTS
197798	SUN COAST BUSINESS SUPPLY	\$502.80	1120	DISINFECTANT SPRAY
197799	BSN SPORTS	\$1,105.86	1155	SUPPLIES FOR MS BASKETBALL
197800	EVERYDAY SPEECH LLC	\$299.99	2620	THERAPY BOOK
197801	WALMART	\$15.52	1120	AIR FRESHENER
197802	MEA DRUG TESTING	\$1,449.00	1120	EST ANNUAL DRUG SCREENING
197803	CAN'T BE BEAT FENCE CO INC	\$580.00	1120	ADD GATE PES PLAYGROUND
197804	26 SIGNS LLC	\$50.84	1155	SIGN FOR FIELDHOUSE
197805	COCHLEAR AMERICAS	\$125.00	1130	HEARING AID CHARGER
197806	RELIABLE TRANSMISSION SVC, INC	\$630.00	1120	TRANS. DIAG FOR #33
197807	SHEPHERD, CARL	\$150.00	1120	DISTRICT VIII DUES
197808	MIND WORKS THERAPY PLLC	\$5,175.50	2610	CONTRACTUAL SERVICES
197809	MIND WORKS THERAPY PLLC	\$632.50	1130	CONTRACTUAL SERVICES
197810	SUN COAST BUSINESS SUPPLY	\$736.40	1120	JANITORIAL SUPPLIES
197811	STONE COUNTY UTILITY AUTHORITY	\$253.00	1120	MONTHLY SERVICE
197812	MS SCHOOL BOARD ASSOCIATION	\$125.00	1120	LEGAL TOPICS MTG FEE
197813	EPIC BUSINESS ESSENTIALS, LLC	\$456.72	1120	CONSTRUCTION PAPER
197814	HENRY SCHEIN, INC	\$2,452.59	1155	ATHLETIC SUPPLIES
197815	ALEXANDER HARDWARE & SUPPLY	\$566.22	1120	EST MONTHLY SUPPLIES
197816	AT&T	\$1,029.87	1120	MONTHLY SERVICES
197817	AT&T	\$3,750.00	1120	MONTHLY SERVICES
197818	AT&T-MCHENRY INTERNET/PHONE	\$142.70	2711	MONTHLY SERVICE

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
197819	AT&T LONG DISTANCE SERVICE	\$102.04	1120	MONTHLY SERVICES
197820	MS FORESTRY COMMISSION	\$8,010.00	2830	MANAGEMENT PLANS
197821	SHRED IT USA LLC	\$116.84	1120	SHREDDING SERVICE
197822	MCCOMB HIGH SCHOOL	\$142.59	1155	% OF VOLLEYBALL PLAYOFFS
197823	RETAILERS CASUALTY INS. CO.	\$24,758.19	1120	WORKER'S COMP INS INSTALLMENT
197824	WESLEY HEALTH SYSTEM, LLC	\$130.00	1120	EAP SERVICES
197825	MS DEPT OF EMPLOYMENT SECURITY	\$12,162.99	2820	UNEMPLOYMENT WAGES
197826	PARKER, MIKE	\$10.00	1120	REIMB FOR TITLE APP FEE
197827	TICE ENGINEERING, INC.	\$6,137.50	2901	2020 ROADWAY IMPROVMENTS
197828	HENLEY, ROSS E	\$2,022.37	1120	GARNISHMENTS
197829	ADAMS & REESE LLP	\$727.50	1120	SERVICES RENDERED
197830	RESERVE ACCOUNT	\$2,500.00	1120	REFILL POSTAGE METER
197831	PITNEY BOWES CREDIT CORP	\$681.69	1120	POSTAGE MACHINE LEASE AGREEMNT
197832	MCQUEEN, JUDY	\$2,000.00	1155	CAGE CASH
197833	WALMART	\$31.96	1152	SLUSH MAKER DIET SUNKIST
197834	THE EXCELLENCE GROUP, LLC	\$75.00	2610	CONFERENCE FEES
197835	AMAZON.COM LLC	\$295.08	2610	OFFICE SUPPLIES
197836	WILLIAMS, LEIRONICA	\$75.00	1120	REIMB OF COACHING COURSE
197837	DOUG SINGLETARY & ASSOC., INC	\$2,970.00	1930	APPRAISAL SERVICES
197838	STONE COUNTY ENTERPRISE	\$70.32	1120	LEGAL NOTICE TO SALE 16TH SECT
197839	MHSAA	\$174.60	1155	% OF VOLLEYBALL PLAYOFFS
197840	CHEF WORKS, INC	\$383.75	1151	SHS-CHEF ATTIRE FOR CA-I & II
197841	SUN COAST BUSINESS SUPPLY	\$873.00	1120	SHS-COPY PAPER
197842	ORIENTAL TRADING CO., INC.	\$89.45	1151	SHS-HOMECOMING SASHES
197843	STONE PRINTING CO, INC	\$65.00	1120	SHS-ADMISSION SLIPS
197844	BILOXI PAPER COMPANY, INC	\$1,200.40	1120	SHS--PAPER TOWELS/TP
197845	POCKET NURSE MEDICAL	\$573.04	2711	SHS--HEALTH SCIENCE I SUPPLIES
197846	OWENS BUSINESS MACHINES INC	\$156.00	1120	SHS-CANON COPIER STAPLES
197847	STUMPS PARTY, SHINDIGZ	\$30.56	1151	SHS-HOMECOMING QUEEN SASH
197848	WELDON, WILLIAMS AND LICK	\$887.00	1155	TICKETS FOR ATHLETIC EVENTS
197849	KEELING COMPANY OF GULFPORT	\$2,968.22	1120	TREATMENT OF BB/SB FIELDS
197850	COAST COCA-COLA	\$94.08	1152	DRINKS FOR SLUSH MACHINE
197851	C SPIRE WIRELESS	\$51.47	1120	MONTHLY SERVICE
197852	RANKIN COUNTY SCHOOL DISTRICT	\$10,678.34	1120	COST SHARING DETENTION CENTER
197853	DANZEY, JOY	\$195.00	1151	REFUND GRADUATION FEE X 3
197854	ALEXANDER HARDWARE & SUPPLY	\$586.93	1120	EST MONTHLY SUPPLIES
197855	ELEY GUILD HARDY ARCHITECTS PA	\$6,903.06	1120	SHS ALUMINUM CANOPIES ARCH FEE

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
197856	AMAZON.COM LLC	\$117.97	2620	ANTI-FOG SHIELDS
197857	AMAZON.COM LLC	\$76.95	2610	CLASSROOM SUPPLIES
197858	AMAZON.COM LLC	\$172.29	2610	CLEANING SUPPLIES
197859	AMAZON.COM LLC	\$57.96	1120	SHS-FILE FOLDERS/PENS
197860	AMAZON.COM LLC	\$101.19	1120	SHS-SAM SPLINTS FOR NURSE
197861	SCHOLASTIC CLASSROOM MAGAZINES	\$654.39	1120	SHS--SCHOLASTIC MAGAZINES
197862	EDGENUITY INC.	\$7,000.00	1120	SHS-ODYSSEYWARE-RENEWAL
197863	WAYMIRE, MARK D.	\$4,000.00	1120	SHS-BAND SHOW MUSIC
197864	SANDERS, STEVEN M.	\$900.00	1930	APPRAISAL SERVICES
197865	SCHOOL BOOK SUPPLY CO	\$1,567.22	2211	SAXON PHONICS
197866	ACP DIRECT	\$4,107.50	2211	HEADPHONES
197867	AMAZON.COM LLC	\$159.79	2290	OFFICE SUPPLIES
197868	AMAZON.COM LLC	\$54.00	2211	AT RISK INSTRUCTIONAL SUPPORT
		\$46.90	2311	AT RISK INSTRUCTIONAL SUPPORT
197869	SCHOOL BOOK SUPPLY CO	\$17,732.22	2211	INSTRUCTIONAL SUPPORT
197870	SUN COAST BUSINESS SUPPLY	\$2,607.75	2590	RESPONSE TO COVID
197871	FERGUSON US HOLDINGS, INC	\$4,996.00	2590	RESPONSE TO COVID
197872	FERGUSON US HOLDINGS, INC	\$2,395.20	2590	RESPONSE TO COVID
197873	KIDS FIRST EDUCATION, LLC	\$6,513.25	2211	INSTRUCTIONAL SUPPORT
		\$12,736.75	2511	INSTRUCTIONAL SUPPORT
197874	HOWARD INDUSTRIES, INC	\$22,650.00	2590	VIRTUAL LEARNING INSTRUCT. SP
197875	FERGUSON US HOLDINGS, INC	\$4,995.80	2590	RESPONSE TO COVID
197876	SUN COAST BUSINESS SUPPLY	\$11,073.95	2590	COVID MEDICAL-SANITAZION SPT.
197877	SUN COAST BUSINESS SUPPLY	\$3,414.63	2590	PRIVATE SCHOOL EQUITABLE SHARE
197878	SUN COAST BUSINESS SUPPLY	\$438.24	2590	CUPS
197879	GULF COAST BUSINESS	\$556.00	2590	PPE RESPONSE TO COVID
197880	COBURN SUPPLY COMPANY, INC.	\$39,550.71	2590	BOTTLE FILLERS FOR FOUNTAINS
197881	BILOXI PAPER COMPANY, INC	\$131.44	2590	RESPONSE TO COVID
197882	GULF COAST EDUCATION	\$72.00	2290	VIRTUAL PROF. DEVELOPMENT
197883	KMB OF SHREVEPORT, LLC	\$2,400.00	2213	ATSI INSTRUCTIONAL SUPPORT
		\$2,400.00	2311	ATSI INSTRUCTIONAL SUPPORT
197884	COMPUTER DISCOUNT WAREHOUSE	\$538.20	2211	COMPUTER TECHNOLOGY SUPPLIES
197885	BEST BUY BUSINESS	\$145.04	2211	EAR PHONES
197886	CURRICULUM ASSOCIATES, LLC	\$889.11	2211	INSTRUCTIONAL RESOURCES
197887	SCHOOL BOOK SUPPLY CO	\$1,060.27	2211	INSTRUCTIONAL RESOURCES/SUPPLY
197888	SCHOOL BOOK SUPPLY CO	\$1,110.36	1120	RENEWAL
		\$2,378.97	2211	RENEWAL

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
197889	SCHOOL BOOK SUPPLY CO	\$7,858.81	1120	INSTRUCT. SPLYS.
		\$7,868.01	2211	INSTRUCT. SPLYS.
197890	RAINBOW RESOURCE CENTER, INC.	\$25.00	2211	INSTRUCTIONAL SUPPORT
197891	KIDS FIRST EDUCATION, LLC	\$1,375.00	2290	INSERVICE SUPPORT TO MEET FED.
197892	USA TESTPREP, LLC	\$318.75	2311	BLENDED LEARNING INSTR. SPRT.
197893	LEARNING A-Z	\$2,413.85	2211	BLENDED LEARNING
197894	WARD, JENNIFER	\$960.00	2211	INSTRUCTIONAL SUPPORT
197895	AMAZON.COM LLC	\$358.82	2211	INSTRUCTIONAL SUPPORT
197896	FLOCABULARY, INC	\$4,200.00	2211	SUPPLEMENTAL ELA CLASSROOM
197897	SUN COAST BUSINESS SUPPLY	\$521.08	1120	OFFICE/CLEANING SPLYS
197898	WALMART	\$14.88	1120	WIRELESS MOUSE
197899	SUN COAST BUSINESS SUPPLY	\$116.40	1120	COPY PAPER
197900	BLOCKSI, INC.	\$3,900.00	1120	LICENSE RENEWAL
197901	AMAZON.COM LLC	\$98.13	1120	CHANNEL OUTPUT DEVICES
197902	JANI-KING OF MS COAST	\$5,970.97	1120	SHS--JANI-KING SERVICES
197903	SANICO, INC	\$494.04	1120	SHS--SANICO RENTALS
197904	AMAZON.COM LLC	\$73.17	2714	SHS-CAREER CENTER SUPPLIES
197905	SOUTHERN FIRE SAFETY SYSTEMS	\$581.00	1120	SHS--FIRE SAFETY INSPECTION
197906	AMAZON.COM LLC	\$55.90	1120	SPLINTS
197907	AMAZON.COM LLC	\$112.00	1120	WALKIE TALKIES
197908	SANICO, INC	\$25.00	1120	YEARLY MOP AND RUG RENTAL
197909	CINTAS CORPORATION #0240	\$413.56	1120	EST UNIFORM/TOWEL, SOAP SUPP
197910	SOUTHERN PIPE & SUPPLY CO. INC	\$606.12	1120	COMPRESSOR/DRYER SMS
197911	AMAZON.COM LLC	\$241.18	1120	TUBE EXP/CUTTER
197912	AMAZON.COM LLC	\$195.00	1120	VICTOR TOTE
197913	GSA FLEET, ZONE 2	\$12,000.00	1120	VAN PURCHASE
197914	STUART C IRBY CO	\$197.00	1120	LIGHTING EQUIP
197915	KENTWOOD	\$28.75	1120	ANNUAL WATER DELIVERY
197916	RODABOUGH EDUCATION GROUP, INC	\$3,518.63	1120	CONSULTING FEES
197917	SUN HERALD	\$155.99	1120	e-EDITION SUN HERALD
197918	AMAZON.COM LLC	\$30.94	1120	VINYL BAG FOR CUSTOIDAN'S CART
197919	SANICO, INC	\$316.18	1120	FY21 RUG SERVICES
197920	AMAZON.COM LLC	\$352.45	1120	JANITORIAL/OFFICE SUPPLIES
197921	AMAZON.COM LLC	\$104.31	1120	LEARNING WKBOOKS, OFFICE MISC
		\$178.24	1154	LEARNING WKBOOKS, OFFICE MISC
197922	SUN COAST BUSINESS SUPPLY	\$88.90	1120	JANITORIAL SUPPLIES/OFFICE SUP
197923	SANICO, INC	\$405.87	1120	RUG RENTAL

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
197924	NIMCO, INC	\$74.50	1153	RED RIBBON WEEK
197925	SUN COAST BUSINESS SUPPLY	\$1,261.80	1120	JANITORIAL SUPPLIES
197926	STONE PRINTING CO, INC	\$178.00	1153	BUTTONS FOR STUDENT INCENTIVES
197927	SOUTHERN FIRE SAFETY SYSTEMS	\$680.00	1120	FIRE EXTINGUISHER CABINETS
197928	AMAZON.COM LLC	\$168.40	1153	SWINGLINE THERMAL LAMINATOR
197929	MACGILL & COMPANY	\$106.70	1120	NURSING SUPPLIES
		\$19.99	2590	NURSING SUPPLIES
197930	GUMDROP BOOKS	\$2,000.00	1120	BOOKS FOR LIBRARY
197931	CHILDREN'S PLUS, INC.	\$1,500.00	1120	BOOKS FOR LIBRARY
		\$729.27	1153	BOOKS FOR LIBRARY
197932	WALMART	\$148.74	1153	CRAFT SUPPLIES FOR ART CLASS
197933	MS DEPT OF PUBLIC SAFETY	\$288.00	1120	FINGERPRINT PROCESSING
197934	AUTOMATION DESIGNS & SOLUTIONS	\$20.00	1120	FINGERPRINT TRANSMISSIONS
197935	WASTE MANAGEMENT OF MS, INC.	\$6,002.12	1120	DISTRICT WIDE WASTE PICKUP
		\$203.50	2711	DISTRICT WIDE WASTE PICKUP
197936	KWAMBAI, DAWN C.	\$17.00	1151	REFUND A FEE/STUDENT MOVED
197937	SCHOOLMART	\$4,024.24	1120	SHS-TI-84 CALCULATOR ORDER
197938	GOODWIN IMAGING, LLC	\$620.00	1151	SHS-2020 GRADUATE PICS
197939	MS MUSIC, INC. - HATTIESBURG	\$895.50	1120	SHS-BAND/DRUM HEAD/MALLETS
197940	WARREN & WARREN	\$138,569.10	2901	PAVING PROJECT
197941	O'REILLY AUTO PARTS	\$596.22	1120	EST MONTHLY SUPPLIES
197942	SANICO, INC	\$99.36	1120	EST YEARLY RUG RENTAL
197943	WATERS INTERNATIONAL	\$4,639.77	1120	EST MONTHLY SUPPLIES
197944	ALEXANDER HARDWARE & SUPPLY	\$461.58	1120	EST MONTHLY SUPPLIES
197945	SOUTHERN PIPE & SUPPLY CO. INC	\$739.22	1120	EST MONTHLY SUPPLIES
197946	WARING OIL COMPANY, LLC	\$9,789.84	1120	DIESEL FUEL
197947	WARING OIL COMPANY, LLC	\$1,256.68	1120	OIL
197948	BURKES AUTO PARTS, LLC	\$48.00	1120	EST MONTHLY SUPPLIES
197949	THE PARTS PLACE	\$187.85	1120	EST MONTHLY SUPPLIES
197950	SMITHS AUTOMOTIVE PARTS &	\$628.31	1120	EST MONTHLY SUPPLIES
197951	NECAISE LOCKSMITH, INC	\$236.80	1120	EST MONTHLY SUPPLIES
197952	WIGGINS SAW COMPANY	\$54.95	1120	EST MONTHLY SUPPLIES
197953	EMPIRE TRUCK SALES	\$177.03	1120	EST MONTHLY SUPPLIES
197954	KELLY SERVICES, INC	\$9,016.73	1120	SUB SERVICES
197955	STONE COUNTY SCHOOLS	\$692.00	1155	TRIP TICKETS
		\$390.00	2711	TRIP TICKETS
197956	JONES, PATRICIA	\$62.64	1120	TRAVEL

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
197957	TAYLOR, RUTH	\$50.14	1120	TRAVEL
197958	WALTERS, MARJA J.	\$44.88	1120	TRAVEL
197959	COOK, TAMMY	\$43.70	1120	TRAVEL
197960	PEARL RIVER VALLEY EPA	\$6,827.03	1120	MONTHLY SERVICES
		\$36.00	1930	MONTHLY SERVICES
		\$256.00	2711	MONTHLY SERVICES
197961	MS POWER COMPANY	\$15,197.41	1120	MONTHLY SERVICES
197962	CENTERPOINT ENERGY	\$485.32	1120	MONTHLY SERVICES
197963	CITY OF WIGGINS	\$726.20	1120	MONTHLY SERVICES
197964	MS POWER COMPANY	\$15,548.02	1120	MONTHLY SERVICES
197965	LEXIA LEARNING SYSTEMS LLC	\$3,194.10	2620	SUPPLIES / MATERIALS
197966	OWEN, INITA	\$108.10	1120	TRAVEL
Docket Total:		\$560,092.75		

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No: 197785 To 197966

Claim Status: Open

Total Expenditures By Fund		
Fund	Description	Claim Amount
1120	DISTRICT MAINTENANCE FUND	\$205,801.58
1130	SPECIAL EDUCATION FUND	\$757.50
1151	STONE HIGH GENERAL ACTIVITY FD	\$1,335.76
1152	STONE MIDDLE SCH GEN ACT FUND	\$126.04
1153	STONE ELEM GENERAL ACT FUND	\$1,298.91
1154	PERK ELE GENERAL ACT FUND	\$178.24
1155	ATHLETIC FUND	\$7,541.48
1930	16TH SECTION BLDG & IMPROVE	\$3,906.00
2211	TITLE I A - BASIC	\$50,811.46
2213	TITLE I-1003(a) SCHOOL IMPROVEMENT	\$2,400.00
2290	CONSOLIDATED ADMIN COST FUND	\$1,606.79
2311	TITLE V RURAL AND LOW INCOME	\$2,765.65
2511	TITLE II-A IMP TCHR QUALITY	\$12,736.75
2590	ESSER FY20	\$92,829.71
2610	SPE ED EHA - PART B	\$5,866.82
2620	SPED PRESCHOOL	\$3,612.06
2711	VOCATIONAL EDU - STATE & LOCAL	\$1,565.24
2714	VOC - ED TECH PREP FUND	\$73.17
2820	UNEMPLOYMENT COMPENSATION	\$12,162.99
2830	FORESTRY ESCROW	\$8,010.00
2901	LIMITED TAX NOTE, SERIES 2015	\$144,706.60
Total for Funds		\$560,092.75

Total Expenditures By Unit		
Unit	Description	Claim Amount
00	BUSINESS DEPARTMENT	\$24,758.19
01	CENTRAL ADMINISTRATION	\$74,604.73
04	PERKINSTON ELEMENTARY	\$109,287.92
08	STONE ELEMENTARY	\$163,739.26
10	TRANSPORTATION	\$34,861.94
12	STONE HIGH SCHOOL	\$102,085.22
16	STONE MIDDLE SCHOOL	\$50,755.49
Total for Units		\$560,092.75

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

APPROVED THIS THE _____ DAY OF _____, _____

PRESIDENT

SECRETARY

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Report Date: 10/31/2020

Claim No: 19530 To 19580

Claim Status: Open

Claim No.	Claimant Name	Claim Amount	Fund	Description
19530	SHAFFER, GISELA A	\$55.96	2110	UNIFORM ALLOWANCE SES
19531	MERCHANTS FOODSERVICE	\$101.37	2110	FREIGHT USDA DEL WHSE
19532	CRUMBLEY PAPER CO	\$42.48	2110	FREIGHT USDA DEL ALL
19533	MCMURRIAN, KATHRYN	\$65.04	2110	UNIFORM ALLOWANCE SMS
19534	CRUMBLEY PAPER CO	\$3,157.84	2110	FOOD/SUPPLY DEL ALL 10/16
19535	CRUMBLEY PAPER CO	\$12.39	2110	FREIGHT USDA DEL
19536	SUNRISE FRESH PRODUCE LLC	\$964.16	2110	PRODUCE DEL ALL 10/19
19537	PRAIRIE FARMS DAIRY	\$269.76	2110	ICE CREAM DELIVERY 10/19
19538	DEPT OF FOOD, SCIENCE,	\$148.05	2110	SERV SAFE AMANDA PARKER
19539	ALEXANDER HARDWARE & SUPPLY	\$8.97	2110	LIGHT BULBS SES CAFE
19540	CRUMBLEY PAPER CO	\$255.23	2110	ADDL PAPER PRODUCTS SHS
		\$42.05	2590	ADDL PAPER PRODUCTS SHS
19541	FREEMAN, BARBARA LANETTE	\$51.33	2110	UNIFORM ALLOWANCE SMS
19542	PRAIRIE FARMS DAIRY	\$5,111.50	2110	EST MILK DEL ALL 10/1-14
19543	MERCHANTS FOODSERVICE	\$6,658.45	2110	FOOD DEL ALL 10/15
19544	PRAIRIE FARMS DAIRY	\$190.80	2110	ICE CREAM DEL SES/PES
19545	MERCHANTS FOODSERVICE	\$65.40	2110	FREIGHT USDA DEL WHSE
19546	ALLEN, DEBRA	\$135.80	2110	UNIFORM ALLOWANCE SMS
19547	BROWN, RUBY	\$144.36	2110	UNIFORM ALLOWANCE SMS
19548	KENDRICK, MILDRED	\$150.00	2110	UNIFORM ALLOWANCE SMS
19549	KELLY SERVICES, INC	\$246.33	2110	CAFE SUBS SHS SES 10/5-8
19550	MERCHANTS FOODSERVICE	\$5,532.88	2110	FOOD DEL ALL 10/22
19551	PRAIRIE FARMS DAIRY	\$301.20	2110	ICE CREAM DEL 10/26 SES PES
19552	CRUMBLEY PAPER CO	\$3,009.62	2110	FOOD/SUPPLY DEL ALL 10/9
19553	HOLLIMAN, ANJELICA	\$18.15	2110	REFUND LUNCH MONEY SHS
19554	CRAVEN, ESTHER	\$106.15	2110	REFUND LUNCH MONEY SES
19555	SUNRISE FRESH PRODUCE LLC	\$967.46	2110	PRODUCE DEL ALL 10/9
19556	CRUMBLEY PAPER CO	\$2,788.18	2590	ADDL PAPER PRODUCTS COVID19
19557	RAINEY, LEILA	\$26.26	2110	UNIFORM ALLOWANCE PES
19558	COULTER, ROBIN	\$149.71	2110	UNIFORM ALLOWANCE SMS
19559	MONROE, KIMMILEY	\$50.98	2110	UNIFORM ALLOWANCE PES
19560	EPIC BUSINESS ESSENTIALS, LLC	\$8.72	2110	STAPLES,PAPERCLIPS,NOTEPADS
19561	MERCHANTS FOODSERVICE	\$5,457.01	2110	FOOD DEL ALL 10/8
19562	CRUMBLEY PAPER CO	\$2,147.23	2110	FOOD/SUPPLY DEL ALL 10/2

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No.	Claimant Name	Claim Amount	Fund	Description
19563	CRUMBLEY PAPER CO	\$2,040.35	2110	FOOD/SUPPLY DEL ALL 10/2
19564	MERCHANTS FOODSERVICE	\$65.40	2110	FREIGHT USDA DEL WHSE
19565	SUNRISE FRESH PRODUCE LLC	\$675.04	2110	PRODUCE DEL ALL 10/5
19566	KELLY SERVICES, INC	\$58.65	2110	CAFE SUB SMS 9/29
19567	PRAIRIE FARMS DAIRY	\$349.20	2110	ICE CREAM DEL 10/7 SES PES
19568	CRUMBLEY PAPER CO	\$2,832.95	2590	ADDL PAPER PRODUCTS COVID19
19569	DANNY MILLER PLUMBING, INC.	\$850.00	2110	GREASE TRAP PUMPING ALL CAFES
19570	HOTEL & RESTAURANT SUPPLY	\$98.15	2110	THERMOMETER PROBE WIPES
19571	MERCHANTS FOODSERVICE	\$206.01	2110	FREIGHT USDA DEL ALL
19572	ECOLAB, INC	\$681.22	2110	CLEANERS/CHEMICALS ALL
19573	MERCHANTS FOODSERVICE	\$6,305.88	2110	FOOD DEL ALL 10/1
19574	WALMART	\$24.82	2110	TAPE,BATTERIES,WHITE OUT
19575	CRUMBLEY PAPER CO	\$77.88	2110	FREIGHT USDA DEL ALL
19576	HUSLEY, VICTORIA	\$150.00	2110	UNIFORM ALLOWANCE SHS
19577	SUNRISE FRESH PRODUCE LLC	\$681.72	2110	PRODUCE DEL ALL 10/26
19578	PRAIRIE FARMS DAIRY	\$5,413.55	2110	EST MILK DEL 10/15-28 ALL
19579	CRUMBLEY PAPER CO	\$2,724.73	2110	FOOD/SUPPLY DEL ALL 10/23
19580	GRINSTEAD, KAYLA	\$25.00	2110	REFUND LUNCH MONEY SES
	Docket Total:	\$61,701.37		

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No: 19530 To 19580

Claim Status: Open

Total Expenditures By Fund		
Fund	Description	Claim Amount
2110	CHILD NUTRITION	\$56,038.19
2590	ESSER FY20	\$5,663.18
Total for Funds		\$61,701.37

Total Expenditures By Unit		
Unit	Description	Claim Amount
01	CENTRAL ADMINISTRATION	\$33.54
04	PERKINSTON ELEMENTARY	\$15,190.59
08	STONE ELEMENTARY	\$14,818.92
12	STONE HIGH SCHOOL	\$15,897.58
16	STONE MIDDLE SCHOOL	\$15,760.74
Total for Units		\$61,701.37

APPROVED THIS THE _____ DAY OF _____

 PRESIDENT

 SECRETARY

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Report Date: 10/31/2020

Claim No: 197967 To 197971

Claim Status: PrePaid

Claim No.	Claimant Name	Claim Amount	Fund	Description
197967	STONE CO SCHOOLS PAYROLL DEPT	\$328.51	1120	KELLY SUBS/RETIREMENT
197968	FIELDS, CHRISTINE	\$458.00	1120	INSURANCE REIMBURSEMENT
197969	PRINE, CHARLES	\$192.00	1120	INSURANCE REIMBURSEMENT
197970	HOLMES, WILLIE	\$192.00	1120	INSURANCE REIMBURSEMENT
197971	MS DEPARTMENT OF REVENUE	\$12.00	1120	VAN TAG FEE
Docket Total:		\$1,182.51		

STONE COUNTY SCHOOL DISTRICT
Condensed By Claim
THE FOLLOWING CLAIMS AS LISTED ON THE DOCKET OF CLAIMS
ARE PRESENTED FOR PAYMENT ON THIS DATE 10/31/2020

Claim No: 197967 To 197971

Claim Status: PrePaid

Total Expenditures By Fund		
Fund	Description	Claim Amount
1120	DISTRICT MAINTENANCE FUND	\$1,182.51
Total for Funds		\$1,182.51

Total Expenditures By Unit		
Unit	Description	Claim Amount
01	CENTRAL ADMINISTRATION	\$328.51
10	TRANSPORTATION	\$854.00
Total for Units		\$1,182.51

APPROVED THIS THE _____ DAY OF _____, _____

 PRESIDENT

 SECRETARY

Memorandum

To: Ms. Inita Owen and Stone County School Board
From: Donna Lee
Date: 10/26/2020
Re: Contract Addendum for School Recognition Program

Please approve the attached Contract Addendum (At Will Agreement) to cover the State funded supplement for the School Recognition Program for the 2020-2021 school year.

One of the requirements of the School Recognition Program is that supplemental contracts should be prepared for each eligible employee receiving an award.

Thank you.

CONTRACT ADDENDUM – AT WILL AGREEMENT

In addition to the standard teacher contract, you are hereby issued this addendum to cover the State funded supplement for the School Recognition Program for the 2020-2021 school year.

It is expressly understood that this supplement is an obligation of the State of Mississippi, and as such, will be paid by funds allocated from the State. In the event that the State reduces the funding that the District receives for this program, the employee acknowledges that their supplement will be reduced on the same pro-rata amount as the State funding reduction. Additionally, the employee acknowledges that the District has no obligation to pay this supplement from local funds. In the event that the employee is non-renewed, discharged, or released from their employment, he/she will not be eligible for the supplement.

Nothing in this agreement shall be construed as granting any tenure, employment rights between the parties, and that all rights and obligations between the employee and the Board of Trustees will terminate upon completion of the 2020-2021 school year, unless terminated sooner.

I understand that the State supplement for employees under the School Recognition Program will be paid as a one-time payment, certified during the 2020-2021 school year. The payment is scheduled to be \$ _____, to be paid on November 13, 2020, if the program is fully funded. This supplement will not be a recurring amount monthly.


You, as a contract employee of the Stone County School District, are under no obligation to sign the contract amendment; however, should you choose not to, you shall not be eligible for any herein-described supplement.


Date _____ Printed Name _____

Signature _____

Superintendent

MEMO

TO: Ms. Owen and School Board 

FROM: Cassie Hardy 

SUBJECT: School Recognition Program Payments

DATE: October 20, 2020

Please approve payment to the following individuals for the School Recognition Program. The School Recognition Program is authorized by Miss. Code Ann. 37-19-10. For FY2020-2021, the award was to be evenly distributed to all eligible staff. The exception is those that are part-time or working at multiple locations. A prorated amount based on the percentage of time at each location was then used. Attached is the listing by schools of the eligible staff.

Contracts will be issued for these supplements and the one-time payment will be distributed to the recipients on November 13, 2020.

✓

School Recognition Program - Response Form (Form A)

School Name (completed by district)	Perkinson Elementary School
--	-----------------------------

Net Amount of the Award (completed by district)	\$50,103.11
--	-------------

Number of certified staff eligible to receive the award - Equal Amount (completed by district)	26	Amount to be distributed Equally	\$ 46,707.96
Number of certified staff eligible to receive the award - Half or Prorated Amount (completed by district)	4	Amount to be distributed Half or Prorated	\$ 3,395.15

\$ 50,103.11

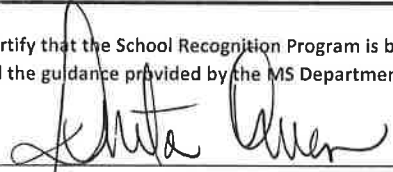
List each eligible employee name on the list below: (completed by district)

Employee Name (completed by district)	Position (completed by district)	Amount (completed by district)	Please state whether the amount is Equal/Half/Prorated Amount (completed by district)
ACKLIN, LYDIA P	teacher	1,796.46	equal
AGENT, JESSIE LEE	teacher	1,796.46	equal
BOSWELL, SAVANNAH LEE	teacher	1,796.46	equal
BURNETT, BELINDA VERONICA	teacher	1,796.46	equal
BYRD, CHRISTINA GABRIELLE	teacher	1,149.68	prorated
DANZEY, AMANDA D	teacher	1,796.46	equal
DAVENPORT, SUZANNE KILGORE	teacher	1,796.46	equal
DUBUISSON, JESSICA BRELAND	teacher	1,796.46	equal
DUDECK, JONATHAN K	teacher	1,796.46	equal
FARMER, TIFFANY	lead teacher	1,796.46	equal
FREE, KIMBERLY B	teacher	1,796.46	equal
HICKMAN, TERRA COLLEEN	teacher	1,796.46	equal
KROHN, ROSA	pt teacher	898.19	prorated
LADNER, ALEXANDRA RAE	teacher	1,796.46	equal
LONG, CARRIE ELLEN	teacher	1,796.46	equal
MAIN, MYLA R	counselor	1,796.46	equal
MALLET, CARL DEWAYNE JR	teacher	1,796.46	equal
MATHIS, HEATHER DAWN	teacher	1,796.46	equal
MCEWEN, SHEAA BROOKE	speech therapist	1,796.46	equal
MCLURE, ROXANNE DAVIS	teacher	1,796.46	equal
MCMURPHY, ARLENE	pt teacher	898.19	prorated
MORRISON, ANNA RAWLS	teacher	1,796.46	equal
OWEN, KARA LYNN	teacher	1,796.46	equal
SHOEMAKER, AMBER TENNILLE	psychometrist	449.09	prorated
SMITH, TRISTAN MARIE	teacher	1,796.46	equal
SPARKS, ABBY WILLISON	teacher	1,796.46	equal
STUART, MARY P	librarian	1,796.46	equal
SULLIVAN, SHIRLEEN WHITNEY	teacher	1,796.46	equal
THORNTON, CONNIE L	teacher	1,796.46	equal
WARD, JENNIFER LEE	teacher	1,796.46	equal
		50,103.11	

*This section may be expanded or reduced.

Please provide the date the district will pay the award	Friday, November 13, 2020
--	----------------------------------

I certify that the School Recognition Program is being awarded in accordance with the Miss. Code Ann. §37-19-10, and the guidance provided by the MS Department of Education.



 Superintendent Name and Signature

10/16/2020

 Date

School Recognition Program - Response Form (Form A)

School Name (completed by district)	Stone Middle School
--	---------------------

Net Amount of the Award (completed by district)	\$39,660.94
--	-------------

Number of certified staff eligible to receive the award - Equal Amount (completed by district)	18	Amount to be	\$ 35,838.36
Number of certified staff eligible to receive the award - Half or Prorated Amount (completed by district)	5	be distributed Half or	\$ 3,822.58

\$ 39,660.94

List each eligible employee name on the list below: (completed by district)

Employee Name (completed by district)	Position (completed by district)	Amount (completed by district)	Please state whether the amount is Equal/Half/Prorated Amount (completed by district)
BARTON, GAY BETH	librarian	1,991.02	equal
BRELAND, DEBRA LYNN	teacher	1,991.02	equal
BUCKHALTER, JAMES M	teacher	1,154.75	prorated
DAVIS, PAMELA C	teacher	1,991.02	equal
DEVAUGHN, VERONICA DENISE	teacher	1,991.02	equal
FAIRCHILD, RENEE M	teacher	1,991.02	equal
FREDERICKSON, LISA A	teacher	1,991.02	equal
HARRIS, ADRIAN MICHELLE	teacher	1,991.02	equal
HARRISON, CARISSA NICOLE	teacher	1,991.02	equal
JOHNSON, KRISTIN ANN	teacher	1,991.02	equal
KILPATRICK, CHERYL ANN	teacher	1,991.02	equal
MCKNIGHT, MARCIE LYNN	teacher	1,991.02	equal
MITCHELL, IDA JAYNE	teacher	1,154.75	prorated
MONTESDEOCA, JESSICA MARIE	speech therapist	298.62	prorated
PAGE, CAROL M	teacher	1,991.02	equal
PICKENS, PAULA DAY	teacher	1,991.02	equal
POTTER, JOY LYNNE	teacher	1,991.02	equal
PRESCOTT, SHARYN K	teacher	1,991.02	equal
SHOCKLEY, TERRI GAIL	teacher	1,991.02	equal
SHOEMAKER, AMBER TENNILLE	psychometrist	497.72	prorated
SMITH, JANA L	teacher	716.74	prorated
THORNTON, BRADFORD HARDY	teacher	1,991.02	equal
YOUNG, CYNTRIA	teacher	1,991.02	equal
		39,660.94	

*This section may be expanded or reduced.

Please provide the date the district will pay the award	Friday, November 13, 2020
--	---------------------------

I certify that the School Recognition Program is being awarded in accordance with the Miss. Code Ann. §37-19-10, and the guidance provided by the MS Department of Education.

Tina Dyer

 Superintendent Name and Signature

10/28/2020

 Date

School Recognition Program - Response Form (Form A)

School Name (completed by district)	Stone High School
--	-------------------

Net Amount of the Award (completed by district)	\$44,579.66
--	-------------

Number of certified staff eligible to receive the award - Equal Amount (completed by district)	44	Amount to be distributed Equally	\$ 41,663.60
Number of certified staff eligible to receive the award - Half or Prorated Amount (completed by district)	6	Amount to be distributed Half or Prorated	\$ 2,916.06

\$ 44,579.66

List each eligible employee name on the list below: (completed by district)

Employee Name (completed by district)	Position (completed by district)	Amount (completed by district)	Please state whether the amount is Equal/Half/Prorated Amount (completed by district)
AMACKER, LAURA R	pt teacher	473.38	prorated
BAILEY, STEPHANIE A	teacher	946.90	equal
BOND, LORETTA W	teacher	946.90	equal
BRELAND, CYNTHIA ANN	teacher	946.90	equal
BUCKHALTER, JAMES M	teacher	397.63	prorated
CUCUZZA, CYNTHIA DIANE	teacher	946.90	equal
DEDEAUX, VICKI COLLEEN	teacher	946.90	equal
DUBUISSON, RUSSELL C	teacher	946.90	equal
FEASTER, JOHN ALEXANDER	teacher	946.90	equal
GAY, BELINDA A	teacher	946.90	equal
GUTHRIE, CONNIE Y	teacher	946.90	equal
HARTLEY, LORI DANIEL	teacher	946.90	equal
HICKMAN, CASSIE NICOLE	teacher	946.90	equal
HOWELL, ZACHARY BENJAMIN	teacher	946.90	equal
HUDSON, SHELBY LAINE	teacher	946.90	equal
JACKSON HALL, TONYA LOVETTE	teacher	946.90	equal
JONES, BRITTANY BRELAND	teacher	946.90	equal
JONES, JASON DAVID	teacher	946.90	equal
JONES, JESSICA J	teacher	946.90	equal
KOHN, GREG	teacher	946.90	equal
LADNIER, HOPE D	teacher	946.90	equal
LANDRY, JENNIFER LEE	teacher	946.90	equal
LAPRADE, THERESA L	teacher	946.90	equal
LILES, PAMELA N	teacher	946.90	equal
MCKENZIE, MICHELLE MCKENZIE	teacher	946.90	equal
MILLER, MICHAEL T	teacher	946.90	equal
MILLER, SEAN M	teacher	946.90	equal
MITCHELL, IDA JAYNE	teacher	397.63	prorated
MONROE, CYNTHIA FAYE	teacher	946.90	equal
MONTESDEOCA, JESSICA MARIE	speech therapist	804.80	prorated
NICKELS, DAPHNE GALE	teacher	946.90	equal
PARKER, ANGELIA STAMPS	teacher	946.90	equal
PARKER, JACLYN NICOLE	teacher	946.90	equal
PARKER, JOHN GOODMAN	teacher	946.90	equal
PHILLIPS, CASEY ROBERT	teacher	946.90	equal
ROBINSON, LESLIE NICOLE	counselor	946.90	equal
SHOEMAKER, AMBER TENNILLE	psychometrist	236.66	prorated
SMITH, JANA L	teacher	605.96	prorated
SMITH, SAMUEL A	teacher	946.90	equal
STAFFORD, JODI DANIELLE	teacher	946.90	equal
STREET, JENNIFER LEIGH	teacher	946.90	equal

School Recognition Program - Teacher Committee Response Form

SUMRALL, EMILY ADELLE	teacher	946.90	equal
TICE, ALISON PAIGE	teacher	946.90	equal
TURMON, KATHLEEN RENEE	teacher	946.90	equal
WEGNER, FREDERICK JR	teacher	946.90	equal
WESTLING, TERRY LYNNE	teacher	946.90	equal
WHITE, JANELLE A	teacher	946.90	equal
WHITE, SHERID	librarian	946.90	equal
WHITE, THOMAS M	teacher	946.90	equal
WHITEHEAD, URSULA O	counselor	946.90	equal
		44,579.66	

*This section may be expanded or reduced.

Please provide the date the district will pay the award	Friday, November 13, 2020
---	----------------------------------

I certify that the School Recognition Program is being awarded in accordance with the Miss. Code Ann. §37-19-10, and the guidance provided by the MS Department of Education.

Inita Owen *Inita Owen*

Superintendent Name and Signature

10/28/2020

Date

MEMO

To: Stone County School Board

From: Inita Owen 

Date: October 30, 2020

RE: Advertise for 16th Section Land Bids

Permission is requested to advertise for 16th Section Hunting/Fishing Leases. This is for leases about to expire and sections that have not been leased previously. We would like to take bids in the month of November and open the bids at the December 7, 2020 board meeting.

Stone High School

400 East Border Avenue
Wiggins, Mississippi 39577
Telephone (601) 928-5492
Facsimile (601) 928-6874


Mr. Adam Stone
Principal

Mrs. Brett Byrd
Assistant Principal

Mr. Jonathan Story
Assistant Principal

Dr. Barbara Fowler
Career and Technical Director

To: Ms. Inita Owen, Superintendent
and Stone County School Board Members

From: Barbara Fowler, Career and Technical Director, 

Date: October 28, 2020

Subject: **Actual** Federal Budget Summary for FY 2021 (Perkins' Funds),
State Budget Summary for FY 2021, and Local Plan Update FY 2021

Please review for approval the attached Federal Budget Summary for FY 2021 (Actual Funds),
State Budget Summary for FY 2021, and Local Plan Update.

The **Federal Budget Summary, 2021 (Actual Funds)** includes the following:

Federal Capitalized Equipment:	\$ 14,095.57
Federal Salaries:	
Student Services Coordinator	<u>27,811.97</u>
Total Federal Budget Summary	\$ <u>41,907.54</u>

The **State Budget Summary, 2021 (Actual Funds)** includes the following:

State Capitalized Equipment:	\$ 0.00
State Non-Capitalized Equipment	<u>0.00</u>
Total State Equipment Funds	\$ 0.00
State Salaries:	
Vocational Administration & Teachers	<u>\$269,135.24</u>
Total State Budget Summary	<u>\$269,135.24</u>

(The State Budget amount is automatically determined from what is listed in MSIS for Vocational Salaries for the current year and is not deducted from the State Allocation listed above.)



FY2021 Funding Notification for Carl Perkins Equipment (Dist. 6600)

Aimee C Brown to: District 6600

10/23/2020 05:13 PM

Cc: OVTE Resource Management

Office of Career and Technical Education
District 6600 STONE CO SCHOOL DIST

Distict Funding Source: Federal
Distict Revenue Object Number: 3205

TOTAL FUNDS ALLOCATED TO DISTRICT FOR FY2021 CARL PERKINS ----- \$14,095.57

The above allocations for Equipment Funds have been reserved for your district.
To expend these funds you must follow through with equipment budgets.

DEADLINES:

Funds released to the districts must have an Equipment Plan submitted to the Office of Career and Technical Education no later than NOVEMBER 9, 2020.

A revised equipment plan may be submitted no later than JANUARY 8, 2021.

Reimbursement requests may be submitted no later than JUNE 1, 2021.

A copy of this email message should be printed and given to your Business Management Office.

ALL ALLOCATIONS SUBJECT TO THE AVAILABILITY OF FUNDS.

Click here to view the Approved Plan Information Document > >

FEDERAL BUDGET SUMMARY FOR FY 2021 (Actual Funds)

Performance Period: 07/01/2020-06/30/2021

LPU Status: LPU Approved

District Number: 6600	District Name: STONE CO SCHOOL DIST
District Type: Secondary	Contact Person: Barbara Fowler, Director
	Contact Phone: 601 928-5492

In Consortium? Yes No

	ACTUAL TOTAL	BUDGETED	REMAINING BALANCE
New Federal Funds Total (Allocated):	\$41,907.54		
Amount Requested:		\$41,907.54	\$0.00
Amount Approved:		\$41,907.54	\$0.00

Funding Need - Federal Salaries (Special Populations/Student Services Coordinators)

Funding Need - Federal Salaries (Special Populations/Student Services Coordinators)

** Note: This amount is automatically updated from the Vocational Teacher Budget reimbursement amount in MSIS.*

Amount Requested: \$27,811.97

Amount Approved: \$27,811.97

Purpose: The salary amount listed above is for the reimbursement to the district for 1 Special Populations personnel. The Special Populations personnel will provide instruction, career guidance, placement services, and any other responsibilities as listed under the job description for special populations personnel.

Federal Capitalized Equipment

Funding Need - Federal Capitalized Equipment

Amount Requested: \$14,095.57

Amount Approved: \$14,095.57

Amount Reimbursed: \$0.00

Amount Remaining: \$14,095.57

Purpose:

The funds will be used to purchase equipment to assist in the improvement of instruction for special populations and nontraditional students enrolled in Career Pathway Programs/skilled-level programs.

Activities & Location:

The equipment will be used to assist with instructional improvement in skilled-level programs and to improve instruction special populations students and nontraditional students. The location is at Stone High School. Programs that the district anticipates fund expenditures are as follows: Student Services, Teacher Academy, Culinary Arts, Welding, and Health Science.

Federal Adult Vocational

Funding Need - Federal Adult Vocational

Amount Requested: \$0.00

Amount Approved: \$0.00

Applications Budgeted: \$0.00

Amount Remaining: \$0.00

Purpose:

N/A

Activities & Location:

N/A

Other Cost

Total Other Cost

Total Requested: \$0.00

Total Approved: \$0.00

Total Reimbursed: \$0.00

Total Remaining: \$0.00

Funding Need - Testing Material

Amount Requested: \$0.00

Amount Approved: \$0.00

Amount Reimbursed: \$0.00

Amount Remaining: \$0.00

Purpose:

N/A

Activities & Location:

N/A

Funding Need - Instructional Aids

Amount Requested: \$0.00

Amount Approved: \$0.00

Amount Reimbursed: \$0.00

Amount Remaining: \$0.00

Purpose:

N/A

Activities & Location:

N/A

Funding Need - In-Service Training

Amount Requested: \$0.00

Amount Approved: \$0.00

Amount Reimbursed: \$0.00

Amount Remaining: \$0.00

Purpose:

N/A

Activities & Location:

N/A

Funding Need - Student Organization Travel

Amount Requested: \$0.00

Amount Approved: \$0.00

Amount Reimbursed: \$0.00

Amount Remaining: \$0.00

Purpose:
N/A

Activities & Location:
N/A

History Information

Action Taken	Performed By	On (Date/Time)
Actual Federal Budget Summary Approved	Aimee C Brown	10/22/2020 03:51:24 PM

Special Comments:

STATE BUDGET SUMMARY FOR FY 2021 (Actual Funds)
 Performance Period: 07/01/2020-06/30/2021

LPU Status: LPU Approved

District Number: 6600	District Name: STONE CO SCHOOL DIST
District Type: Secondary	Contact Person: Barbara Fowler, Director
	Contact Phone: 601 928-5492

In Consortium? Yes No

	ACTUAL TOTAL	BUDGETED	REMAINING BALANCE
New State Funds Total (Allocated):	\$0.00		
Amount Requested:		\$0.00	\$0.00
Amount Approved:		\$0.00	\$0.00

Funding Need - State Salaries (Vocational Administration, Guidance Counselors, and Instr...)
Funding Need - State Salaries (Vocational Administration, Guidance Counselors, and Instructors)
Total State Salaries

NOTE: This amount is automatically determined from what is listed in MSIS for Vocational Salaries for the current year and is not deducted from the State Allocation listed above. *It is listed here for informational purposes only.*

Amount Requested: \$269,135.24
Amount Approved: \$269,135.24

History Information

Action Taken	Performed By	On (Date/Time)
Actual State Budget Summary Approved	Aimee C Brown	10/22/2020 03:51:37 PM

Special Comments:

NINA SHAW
Beat One

DIANE JOHNSON
Beat Two

JACOB SMITH
Beat Three

Stone County School District

Inita Owen, Superintendent
214 Critz Street • Wiggins, MS 39577

Telephone: 601-928-7247 • Fax: 601-928-5122

RODNEY BEECH
Beat Four

DORIS MATTHEWS
Beat Five

CONTRACT/AGREEMENT INFORMATION

I would like to recommend the following agreement/contract between Rodebough
Education Group LLC (vendor name) and Stone County School District. This
agreement/contract is for a term of 1 year (length of agreement/contract) The purpose of
this agreement/contract is for consultation of erate services.

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that are outlined.

Chuck Moser
Person submitting agreement/contract

28 Oct 2020
Date

Reviewed By:

Cassie Hardy
Business Manager

10/28/2020
Date

Board Attorney

Date

Rodabough Education Group, LLC
Service Agreement

Consulting Agreement made September 29, 2020, between Rodabough Education Group, LLC, of 1100 6th Street North, Columbus, MS 39701, hereinafter called *Consultant*, and Stone County School District, a Public School District organized and existing under the laws of the state of Mississippi, with its principal office located at 214 North Critz Street, Wiggins, MS 39577, referred to herein as *District*.

Whereas, *District* is in the business of Public K12 Education, and in the conduct of such business desires to have the following services performed by *Consultant*:

- Training on Erate forms and processes
 - Form 470 preparation, submission and tracking
 - Form 471 preparation, submission and tracking
 - Form 486 preparation, submission and tracking
- Technology and Telecommunications Request for Proposal (RFP) development
- Bid package compilation including scoring grid and required forms
- Technology and Telecommunications equipment and specification recommendations
- Technology walkthrough advisement and assistance with vendor technical conversations
- Assistance with bid evaluation and vendor clarifications
- Contract guidance, review and compliance
- Program Integrity Assurance – application review
- Billing and Disbursements – Forms 472 (BEAR) and Service Provider discounts
- Service provider and product changes

Additional Services offered, but not covered under this agreement include, but are not limited to:

- Project Management for Installation and Turn up of Services
- CIPA Certification
- Entity Verification and Changes (school closing, annexations, adds, moves)
- Discount calculation and analysis
- Forms 479 and Letters of Agency for Consortium Filings
- Program Compliance and documentation
- USAC Audit
- USAC and FCC appeals

Consultant agrees to perform these services for *District* under the terms and conditions set forth in this Agreement.

For and in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Nature of Work

Consultant will perform consulting, training and advisory services on behalf of the *District* with respect to all matters relating to or affecting Telecommunications and Technology purchases acquired via Erate funding. As a part of *Consultant's* services, *Consultant* will consult with employees of the *District*, review their findings concerning district telecommunications and technology needs and Erate funding and make suggestions on the same. Due to oftentimes unclear USAC guidance regarding cost allocations and eligibility of certain products and services, *Consultant* will make best effort from the information available at the time of application in determining cost allocations and eligibility, but will not be liable for products and services determined to be ineligible by USAC.

District shall remain fully responsible for complying with all Erate and state procurement rules and regulations including but not limited to:

- Document retention
- Competitive bidding rules
- Erate gifting rules
- Certification of Forms
- Asset Tagging and Inventory Records

Consultant assumes no responsibility for *District's* violation of federal or state law, rules and regulations.

If technology and needs have changed from the time of acceptance of the winning proposal to the time of funding, the *District* will be responsible for working with their selected Service Providers to determine actual needs before preparing Purchase Orders and will supply *Consultant* information necessary for any Service Substitutions or changes, unless Project Management is contracted with *Consultant* by separate Service Agreement.

District will be responsible for all asset tagging and inventory registers and maintenance per E-Rate and State Procurement rules and regulations.

2. Place of Work

It is understood that *Consultant's* services will be rendered principally at 1100 6th Street North, Columbus, MS 39701, but that *Consultant* will, on request, come to the *District's* offices at 214 North Critz Street, Wiggins, MS or such other places as designated by the *District*, to meet with representatives of the *District*.

3. Time Devoted to Work

In the performance of the services, the services and the hours *Consultant* is to work on any given day will be entirely within *Consultant's* control and *District* will rely upon *Consultant* to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. This arrangement will probably take about 2 days per week during the Erate application window, although there will be some weeks during which *Consultant* may not perform any services at all or, on the other hand, may work the full week.

4. Payment

District will pay *Consultant* a Two Thousand Dollar (\$2,000.00) flat fee.

5. Duration

The parties contemplate that this Agreement will run from date of this Agreement until final close out of forms and processes for the July 1, 2021 through June 30, 2022 Erate fund year.

6. Status of Consultant

This Agreement calls for the performance of the services of *Consultant* as an independent contractor and *Consultant* will not be considered an employee of the *District* for any purpose.

7. Confidentiality

Consultant agrees that: (a) all knowledge and information that *Consultant* may receive from *District* or from its employees or other contractors of *District*, or by virtue of the performance of services under and pursuant to this Agreement, relating to Erate forms and telecommunications and technology projects belong to *District* or to those with whom *District* has contracted regarding such information; and (b) all information provided by *Consultant* to *District* in reports of work done, together with any other information acquired by or as direct result of this Agreement as a *Consultant* by *District* and during the term of such Agreement, shall be regarded by *Consultant* as strictly confidential and held by *Consultant* in confidence, and solely for *District's* benefit and use, and shall not be used by *Consultant* or directly or indirectly disclosed by *Consultant* to any person whatsoever except to *District* or with *District's* prior written permission.

District agrees that all knowledge and information that *District* may receive from *Consultant* or from its employees or other contractors of *Consultant*, or by virtue of the performance of services under and pursuant to this Agreement, relating to Erate forms and telecommunications and technology projects are considered Intellectual Property and belong to *Consultant* or to those with whom *Consultant* has contracted regarding such information; and shall be regarded by *District* as strictly confidential and held by *District* in confidence, and solely for *District's* benefit and use, and shall not be used by *District* or directly or indirectly disclosed by *District* to any person whatsoever except with *Consultant's* prior written permission.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Mandatory Arbitration

To the extent not prohibited under applicable law, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, District, or other entity without the prior, express, and written consent of the other party.

15. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Stone County School District
(Name of Employer)

By: Tina Owen
(Printed or typed name)

Tina Owen
Supt. of Education
(Name and Office in District)

Name and Signature of Consultant



NINA SHAW
Beat One

Stone County School District

RODNEY BEECH
Beat Four

DIANE JOHNSON
Beat Two

Inita Owen, Superintendent
214 Critz Street, Wiggins MS 39577

DORIS
MATTHEWS
Beat Five

JACOB SMITH
Beat Three

Telephone: 601-928-7247 Fax: 601-928-5122

CONTRACT/AGREEMENT INFORMATION

I would like to recommend the following agreement/contract between Scholastic Book Fair
_____ (vendor name) and Stone County School District. This
agreement/contract is for a term of 2 weeks (length of agreement/contract) The purpose of
this agreement/contract is Provide students with an online book fair where they can purchase books. The Stone
Middle School Library will receive 25% credit from books sales to purchase books for the library.

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that
are outlined.

Gay Barton Gay Barton
Person submitting agreement/contract

10/21/20
Date

Lance Bolen Lance Bolen
Principal/Director

10/21/20
Date

Cassie Hardy
Business Manager

10/23/20
Date

Board Attorney

Date

Draft Certificate of Agreement for Review

Thank you for scheduling and hosting a Scholastic Book Fair! We are delighted to be the provider for your upcoming Book Fair. The following agreement and guidelines will ensure an effective partnership, and we look forward to working with you.

As your preferred Book Fair provider, Scholastic will provide you with:

- Books and educational products
- A dedicated support and service team
- An online Toolkit full of planning resources & tools
- Quick and easy product restock**
- Planning Kit & Setup Kit with promotional materials**
- Access to online shopping through The Scholastic Store
- Convenient point-of-sale system that allows you to accept all major credit cards*

As a Scholastic Book Fairs valued customer, the school or organization listed agrees to:

- Use Scholastic Book Fairs as the exclusive provider of all books, merchandise, and promotional materials during the book fair event.
- Store and display all merchandise, cash, checks, credit card machines and sale slips in a locked and secure location when not in use at your book fair.*
- Make products for sale by you available to all qualified event attendees at the listed price designated by Scholastic.*
- Collect sales tax as required by your state law, as purchases of books and educational materials from SBF are for resale.*
- Repack all unsold products, supplies, and displays for pickup and/or return.*
- Return all credit card machines, sale slips, point-of-sale machines, unsold products, and merchandising materials/displays to Scholastic Book Fairs promptly at the conclusion of the book fair.
- Process the book fair financial forms and payment within two (2) working days after the fair has ended.
- Review the following credit card security instructional information and comply with the following security procedures: (this section is not applicable to Online Only Fairs)
 - Do not share or distribute the credit card device or data taken on behalf of Scholastic Book Fairs (card numbers, card readers, etc.).
 - Do not write down or copy any data from a customer's credit card (i.e. card numbers, expiration date, or security codes.)
 - Credit Card terminals are not to be used for personal use/gain; devices are only to be used for transactions at Scholastic Book Fairs events.
 - If a credit card is found, please call the toll-free number on the back of the credit card, report the card lost, and request further directions from the credit card company.
 - All unattended devices or credit card receipts must be in a locked or secure location.
 - Do not connect the credit card device to any unauthorized networks.
 - Volunteers should use good and reasonable judgment in the event of any issues, or contact the chairperson or the EasyScan Hotline for guidance.
 - The book fair chairperson is responsible for informing all book fairs volunteers of this credit card security instructional awareness information provided by Scholastic. Acceptance of the Services Agreement acknowledges notice of and agreement to this credit card security instructional awareness information.

*Not applicable to Online Only Fairs

**Not applicable to Drive-Through Fairs

Effective for fairs beginning August 1, 2020

Profit

If your book fair sales are \$3,500 and above, you may opt to take profit in all Scholastic Dollars, all cash, or you may take a combination of Scholastic Dollars and cash. Online and Drive-Through Fairs are not eligible for cash profit.

- When you elect to take a combination, Scholastic Dollars is worth double the value in cash.
- The total profit amount cannot exceed 25% of sales at cash value.
- Use the Profit Split page in the Financial Form to automatically calculate and optimize your profit and reward elections.

Scholastic Dollars Rewards

Book Fair Sales	Scholastic Dollars Value	and/or	Cash Value
\$3,500 and up	50% of Sales	and/or	25% of Sales
\$1,500 - \$3,499.99	40% of Sales		\$0
\$0 - \$1,499.99	30% of Sales		\$0
Online Book Fairs	25% of Online Sales*		\$0
Drive-Through Book Fairs	25% of Sales		\$0

*Excluding tax & shipping.

A submitted copy of this Agreement confirms and secures your Book Fair dates, reserving product for your Fair.

Chairperson Information

Book Fair Consultant

GAY BARTON
gbarton@stoneschools.org
6019284876
Number of Fairs Organized: 4 or more
Role At School: Librarian

School Information
STONE MIDDLE SCHOOL
532 CENTRAL AVE E
WIGGINS, MS 39577
Account #: 142371

PATRICE BINNS
pbinns@scholasticbookfairs.com
8002411448

Fair Information
Fair Dates: 11/20/2020 to 12/03/2020
Fair ID #: 4978582

Agreement Date: Not Yet Accepted

Note: Changes to this Services Agreement may be made at the discretion of Scholastic Book Fairs as permissible by law and/or as business conditions deem appropriate. We will notify you of any such changes by posting the revised Services Agreement in the Chairperson's Toolkit. Under certain circumstances, we may also notify you of changes to this Services Agreement by additional means, including, but not limited to, posting a notice on the Scholastic Book Fairs homepage, sending you an email if we have your email address, or by contacting you through your Book Fair consultant. At that time, you will have the opportunity to review and accept a new Services Agreement.

NINA SHAW
Beat One

DIANE JOHNSON
Beat Two

JACOB SMITH
Beat Three

Stone County School District

Inita Owen, Superintendent
214 Critz Street • Wiggins, MS 39577

Telephone: 601-928-7247 • Fax: 601-928-5122

RODNEY BEECH
Beat Four

DORIS MATTHEWS
Beat Five

CONTRACT/AGREEMENT INFORMATION

I would like to recommend the following agreement/contract between Petal School
District (vendor name) and Stone County School District. This
agreement/contract is for a term of 1 yr 20-21. (length of agreement/contract) The purpose of
this agreement/contract is to meet federal requirements
for equitable services

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that are outlined.

Molun
Person submitting agreement/contract

10/9/20
Date

Reviewed By:

Cassie Hardy
Business Manager

10/23/20
Date

Board Attorney

Date

CARES Act ESSER equitable services: 'District of Residence / Fiscal Agent District' Relationship
Memorandum of Understanding (MOU)

Parties to the MOU	
District of Residence	Fiscal Agent District
Stone County School District	Petal School District
Federal Programs Director	Federal Programs Director
Nikki Robinson	Kelli Brown
phone/e-mail	phone/e-mail
nrobinson@stoneschools.org	kelli.brown@petalschools.com

Summary of Understanding

The District of Residence will provide a per-pupil share of its ESSER allocation for each of its qualifying resident students attending a private school in **March 2020** in the Fiscal Agent District. The Fiscal Agent District will use these funds in the ESSER private school program and provide periodic evaluations of the program to the District of Residence.

Understanding and Agreement

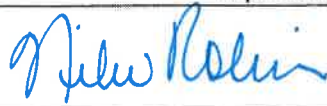
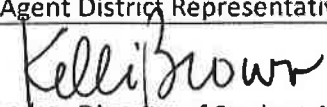
During the Fiscal Agent District's ESSER equitable services consultation with **Dynamic Dyslexia Design (3D School)**, a private school located at **120 South George Street, Petal, MS 39465** in the attendance area of the Fiscal Agent District, it was determined that **2** low-income qualifying student(s) attending **Dynamic Dyslexia Design (3D School)** in **March 2020** reside(s) at an address or addresses located in the District of Residence's attendance area.

Per statewide guidance provided by MDE's Office of Federal Programs, the Fiscal Agent District will provide a list of the address(es) and grade level(s) (but not student names) to the District of Residence, which will verify that these student(s) residing in its attendance area would have attended a Title I-A served school and grade level had the student(s) attended public school in the District of Residence.

As referenced in the CARES Act, per ESEA § 1117 [20 U.S.C. 6320] (a)(1)(A) and (a)(5), the District of Residence agrees to convey a per-pupil share from its ESSER allocation to the Fiscal Agent District for each identified student, as invoiced by the Fiscal Agent District.

The Fiscal Agent District agrees to receive the invoiced funds and expend them in the ESSER equitable services program administered to **Dynamic Dyslexia Design (3D School)**. The parties understand that all students may receive ESSER equitable services which are not limited to the low-income qualifying students who generated the funding.

The Fiscal Agent District further agrees to advise the District of Residence of the progress of the ESSER equitable services program by providing periodic evaluations of the program.

Signatures of the Parties Acknowledging this MOU	
District of Residence Representative: Signature / Printed Name / Title / Date	
 Nikki Robinson FP Director 10/7/20	
Fiscal Agent District Representative: Signature / Printed Name / Title / Date	
 Kelli Brown Director of Student Assessment and Federal Programs October 7, 2020	

NINA SHAW
Beat One

DIANE JOHNSON
Beat Two

JACOB SMITH
Beat Three

Stone County School District

Inita Owen, Superintendent
214 Critz Street • Wiggins, MS 39577

Telephone: 601-928-7247 • Fax: 601-928-5122

RODNEY BEECH
Beat Four

DORIS MATTHEWS
Beat Five

CONTRACT/AGREEMENT INFORMATION

I would like to recommend the following agreement/contract between Mitch Co
Construction, Inc. (vendor name) and Stone County School District. This
agreement/contract is for a term of project (length of agreement/contract) The purpose of
this agreement/contract is SHS Aluminium Canopies

I have read and reviewed the following agreement/contract and agree to all of the terms and conditions that are outlined.

Cassie Hardy
Person submitting agreement/contract

10/23/2020
Date

Reviewed By:

Cassie Hardy
Business Manager

10/23/2020
Date

Board Attorney

Date



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth day of October in the year Two Thousand Twenty
(In words, indicate day, month and year.)

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

Stone County School District
214 Critz Street
Wiggins, Mississippi 39577
Telephone: 601-928-7247
Fax: 601-928-5122

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

MitchCo Construction, Inc.
22 Keystone Drive, Suite D
Hattiesburg, Mississippi 39402
Telephone: 601-602-8404

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

20-012 Stone County Middle & High School Aluminum Canopies
Stone County School District
Wiggins, Mississippi

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

Eley Guild Hardy Architects, PA
1091 Tommy Munro Drive
Biloxi, Mississippi 39532
Telephone: 228-594-2323

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than One Hundred Thirty-five (135) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy-four Thousand Three Hundred Dollars and Zero Cents (\$ 74,300.00), adding Alternate No. One (1) in the amount of Sixty-six Thousand Nine Hundred Dollars and Zero Cents (\$66,900.00) for a Total Contract Sum of One Hundred Forty-one Thousand Two Hundred Dollars and Zero Cents (\$141,200.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Additional Work at High School	\$66,900.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Contingency Allowance – Base Bid	\$5,000.00
Contingency Allowance – Alternate No. Two (2)	\$5,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price 1 – Additional Concrete	Square Foot	\$7.10

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the work is not substantially complete on the date set forth in the Contract Documents, the Contractor shall pay the Owner the sum of Five Hundred Dollars and Zero Cents (\$500.00) as liquidated damages for each calendar day of delay until the work is substantially complete.

§ 4.6 Other:

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty-fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Paragraphs deleted)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Once work is Fifty Percent (50%) complete, the retainage shall be reduced to Two and One Half Percent (2.5%), if the work is satisfactory to the Owner and the Architect and the project is on schedule. If at any point after this time work falls behind schedule or becomes unsatisfactory to the Owner or Architect the retainage shall be raised back to the Five Percent (5%).

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Ms. Inita Owen, Superintendent of Education
Stone County School District
214 Critz Street
Wiggins, Mississippi 39577
Telephone: 601-928-7247
Fax: 601-928-5122

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Chad Mitchell, President
MitchCo Construction, Inc.
22 Keystone Drive, Suite D
Hattiesburg, Mississippi 39402
Telephone: 601-602-8404

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
Exhibit "C"		

- .6 Specifications

Section	Title	Date	Pages
Exhibit "B"			

- .7 Addenda, if any:

Number	Date	Pages
Addendum No. One (1)	September 29, 2020	1 Page and 2 Pages of Attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

Title	Date	Pages
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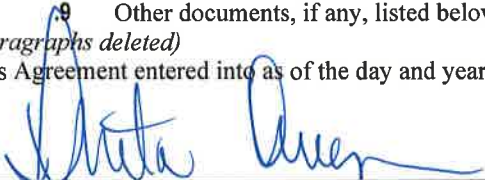
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Supplementary Conditions	00 73 00	9/2/2020	16

- .9 Other documents, if any, listed below:

(Paragraphs deleted)

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



OWNER (Signature)

Ms. Inita Owen, Superintendent of Education
(Printed name and title)



CONTRACTOR (Signature)

Chad Mitchell, President
(Printed name and title)

Init.

00 62 16 – INSURANCE AND BOND CHECK LIST

Upon acceptance of bids by the Owner, a completed AIA Document A101 Standard form of Agreement between Owner and Contractor; as well as AIA Document A101 Exhibit A Insurance and Bonds will be delivered to the successful contractor. The following insurance certificates and bonds are indicated on these Documents and must be completed and returned with the signed copies of the Contract, within seven days, in order to be considered for execution. This completed checklist must be attached to your company transmittal and returned with the contracts with all the check boxes completed certifying that the required insurance certificates and bonds are complete and included. Include contact information from Bonding Company completing the checklist.

- Contract Bonds in accordance with Document 00 61 13 and AIA A101 Exhibit A. Number of originals needed (3).**

- Name and Phone Number of Agency Contact:

Fisher Brown Rottrell, 601.960.8200 Allcyn Hewitt

- Certificate of Commercial General Liability (CGL) and umbrella policy in accordance with Article A.3.2.2.1 of AIA A101 Exhibit A with Owner and Architect named as additional insured under CGL. Number of originals needed (3).**

- Name and Phone Number of Agency Contact:

same as above

- Certificate of Business Auto Insurance in accordance with Article A.3.2.3 of AIA A101 Exhibit A. Number of originals needed (3).**

- Name and Phone Number of Agency Contact:

same as above

- Certificate of Workers Compensation Insurance (Employer's Liability) in accordance with Article A.3.2.6 of AIA A101 Exhibit A. Number of originals needed (3).**

- Name and Phone Number of Agency Contact:

same as above

- Certificate of Property Insurance (Builder's Risk Policy) in accordance with Article A.3.3.2 of AIA A101 Exhibit A. Number of originals needed (3).**

- Name and Phone Number of Agency Contact:

Fisher Brown Rottrell, 601.960.8200 Wes Price

Contact Information of individual completing checklist:


(name)

MitchCo Construction, Inc.
(company)

601.602.8404, no fax
(phone and fax number)

Bond No. 6021301158

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Mitchco Construction, Inc.
P.O. Box 18527
Hattiesburg, MS 39402

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue
Morristown, NJ 07962

Mailing Address for Notices

305 Madison Avenue
Morristown, NJ 07962

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Stone County School District
214 Critz Street N.
Wiggins, MS 39577

CONSTRUCTION CONTRACT

Date: October 5, 2020

Amount: \$ 141,200.00

One Hundred Forty One Thousand Two Hundred Dollars and 00/100

Description:

(Name and location)

20-012 Stone Middle and High School Aluminum Canopies, Stone County School District, Wiggins, Mississippi

BOND

Date: October 5, 2020

(Not earlier than Construction Contract Date)

Amount: \$ 141,200.00

One Hundred Forty One Thousand Two Hundred Dollars and 00/100

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Mitchco Construction, Inc.

Signature: _____

Name
and Title:

SURETY

Company:

(Corporate Seal)

United States Fire Insurance Company

Signature: _____

Name

and Title: Attorney-in-Fact

Resident MS Agent



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Fisher Brown Bottrell Insurance, Inc.

P. O. Box 1490

Jackson, MS 39215-1490

601-960-8200

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Eley Guild Hardy Architects, PA

1091 Tommy Munro Drive

Biloxi, MS 39532

228-594-2323

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Stephen Wesley Price, Jr.

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: 6021301158
Principal: Mitchco Construction, Inc.
Obligee: Stone County School District

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.



UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5th day of October, 2020.



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Fifth day of October in the year 2020
(In words, indicate day, month and year.)

for the following **PROJECT:**
(Name and location or address)

20-012, Stone County Middle and High School
Aluminum Canopies
Stone County School District
Wiggins, Mississippi

THE OWNER:
(Name, legal status and address)

Stone County School District
214 Critz Street
Wiggins, Mississippi 39577

THE CONTRACTOR:
(Name, legal status and address)

MitchCo Construction, Inc.
22 Keystone Drive, Suite D
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
----------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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| *(Paragraphs Deleted)*

| *(Paragraphs Deleted)*

| *(Paragraph Deleted)*

| *(Paragraph Deleted)*

| *(Table Deleted)*

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section

Init.

A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$ 1,000,000.00) each occurrence, Two Million (\$ 2,000,000.00) general aggregate, and Two Million (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner

Init.

shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- a. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on an "Installation Floater Insurance Coverage" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained on such items until permanently installed, at which time the Owner will fully cover the Work in place under their existing insurance coverage.
- b. The "Installation Floater" or equivalent policy form shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. For these purposes the Architects compensation shall be calculated at 7% of the Cost of Construction.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
-----------------	---------------

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full Amount of the Contract
Performance Bond	Full Amount of the Contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

20-012, Stone County Middle and High School Aluminum Canopies
Stone County School District
Wiggins, Mississippi

THE OWNER:

Stone County School District
214 Critz Street
Wiggins, Mississippi 39577

THE ARCHITECT:

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, Mississippi 39532

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ADDITIONS AND DELETIONS:

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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(1719169348)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

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

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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 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will 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. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will 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 will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will 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) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

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expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

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- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Init.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

EXHIBIT "B"

00 01 10 – PROJECT MANUAL TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

- 00 11 13 – Advertisement for Bids
- 00 21 13 – Instructions to Bidders
- 00 31 00 – Available Project Information
- 00 41 13 – Bid Form
- 00 43 13 – Bid Security Form
 - AIA Document A310 – Bid Bond*
- 00 52 13 – Agreement Form
 - AIA Document A101 - Standard Form of Agreement between Owner and Contractor*
 - AIA Document A101 – 2017 Exhibit A Insurance and Bonds*
- 00 61 13 – Performance and Payment Bond Form
 - AIA Document A312 – Performance Bond*
- 00 62 16 – Insurance and Bond Checklist
- 00 72 13 – General Conditions
 - AIA Document A201 – General Conditions of the Contract for Construction*
- 00 73 10 – Supplementary Conditions

SPECIFICATIONS GROUP GENERAL REQUIREMENTS SUBGROUP

Division 1 – General Requirements

- Section 01 11 00 – Summary of Work
- Section 01 20 13 – Unit Prices
- Section 01 21 00 – Allowances
- Section 01 26 00 – Contract Modification Procedures
 - AIA Document G709 – Work Changes Proposal Request*
 - AIA Document G701 – Change Order*
 - AIA Document G714 – Construction Change Directive*
- Section 01 29 00 – Payment Procedures
 - AIA Document G702 – Application and Certificate for Payment*
 - AIA Document G703 – Continuation Sheet*
 - Contractors First Payment Application Check List*
 - Contractors Payment Application Check List*
 - Contractors Final Payment Application Check List*
 - E-Verify Documents*
- Section 01 31 13 – Project Coordination
- Section 01 31 19 – Project Meetings
- Section 01 32 53 – Requests for Interpretation
- Section 01 33 00 – Submittal Procedures
- Section 01 41 00 – Regulatory Requirements
- Section 01 45 00 – Quality Control
- Section 01 50 00 – Temporary Facilities and Controls
- Section 01 60 00 – Product Requirements
- Section 01 74 13 – Progress Cleaning
- Section 01 77 00 – Closeout Procedures

EXHIBIT "B"

Division 2 – Existing Conditions

Section 02 41 19 – Selective Structure Demolition

Divisions 3 and 4

Not a part of these Specifications

Division 5 – Metals

Section 05 73 70 – Aluminum Tube Railings

Divisions 6 thru 9

Not a part of these Specifications

Division 10 – Specialties

Section 10 73 26 – Walkway Coverings

Division 11 thru 14

Not a part of these Specifications

FACILITY SERVICES SUBGROUP

Division 20 thru 31

Not a part of these Specifications

Division 32 – Exterior Improvements

Section 32 13 13 – Concrete Paving and Sidewalks

Division 33 – Utilities

Not a part of these Specifications

EXHIBIT "C"

G100	DRAWING INDEX & PROJECT INFORMATION
A-101	STONE MIDDLE SCHOOL - CANOPY PLANS
A-102	STONE MIDDLE SCHOOL
A-103	STONE MIDDLE SCHOOL - EXISTING PHOTOS
A-201	STONE HIGH SCHOOL
A-202	STONE HIGH SCHOOL
A-203	STONE HIGH SCHOOL
A-204	STONE HIGH SCHOOL
A-205	STONE HIGH SCHOOL - EXISTING PHOTOS



Stone County School District Request for Disposal of Fixed Assets

NOTE: When equipment is no longer needed or useful for school purposes it must be declared surplus property by the school board.

Date 9-25-20

Fixed Asset Number See attached list

Location 04 Building Number _____ Room Number _____

Item Description Classpack Clicker Set 2010/2011

Type of Disposition: Sold (01) ___ Scrapped (02) Trade-in (03) ___

Donated (04) ___ Other (05) Description ___ Non-Capital (06) ___

Damaged by Hurricane (07) ___ Lightning Damage (08) ___ Return to Vendor (09) ___

Teacher/Staff Signature Mary Stuart

Approval (Principal/Supervisor) Christa Sablich

Approval (Tech Director) Chuck McLean
Tech Equipment Only

Approval (Federal Director) Melissa G. Stangor
If Applicable

Approval (Superintendent) Christa Sablich

Date Board Approved _____

For County Office use only: See attached

Fund Code _____ Federal Code _____

Date Removed From Inventory _____

TO BE COMPLETED AT LOCATION SITE AND SUBMITTED TO THE CENTRAL OFFICE FOR APPROVAL

PES

Classpack Clicker Sets for Disposal from PE004

FADS #	Building #/Room #
7885 2562	PE001 / 17
7886 "	PE001 / 14
7897 2569	PE006 / 50
7898 "	PE006 / 50
7992 2562	PE001 / 19
7993 "	PE001 / 18
7994 "	PE001 / 3
7995 "	PE001 / 13
7998 "	PE001 / 11
7999 "	PE001 / 41
8227 2211	PE001 / 16
8228 "	PE001 / 47
8230 "	PE001 / 42
8231 "	PE001 / 45

✓

Stone County School District Request for Disposal of Fixed Assets

NOTE: When equipment is no longer needed or useful for school purposes it must be declared surplus property by the school board.

Date 8-31-20

Fixed Asset Number 9254

Location 12 Building Number SH0001 Room Number 114

Item Description Dell Laptop Computer (2014)

Type of Disposition: Sold (01) ___ Scrapped (02) Trade-in (03) ___

Donated (04) ___ Other (05) Description ___ Non-Capital (06) ___

Damaged by Hurricane (07) ___ Lightning Damage (08) ___ Return to Vendor (09) ___

Teacher/Staff Signature [Signature]

Approval (Principal/Supervisor) [Signature]

Approval (Tech Director) Cheryl McEachern
Tech Equipment Only

Approval (Federal Director) [Signature]
If Applicable

Approval (Superintendent) [Signature]

Date Board Approved _____

For County Office use only:

Fund Code 11202225 Federal Code _____

Date Removed From Inventory _____

TO BE COMPLETED AT LOCATION SITE AND SUBMITTED TO THE CENTRAL OFFICE FOR APPROVAL

Stone County School District Request for Disposal of Fixed Assets

NOTE: When equipment is no longer needed or useful for school purposes it must be declared surplus property by the school board.

Date 10-6-20

Fixed Asset Number See Attached Sheet

Location 12 Building Number SH0011 Room Number 1100

Item Description Dell Laptop Computer E6400

Type of Disposition: Sold (01) ___ Scrapped (02) Trade-in (03) ___

Donated (04) ___ Other (05) Description ___ Non-Capital (06) ___

Damaged by Hurricane (07) ___ Lightning Damage (08) ___ Return to Vendor (09) ___

Teacher/Staff Signature [Signature]

Approval (Principal/Supervisor) [Signature]

Approval (Tech Director) [Signature]
Tech Equipment Only

Approval (Federal Director) [Signature]
If Applicable

Approval (Superintendent) [Signature]

Date Board Approved _____

For County Office use only:

Fund Code 1930-2225 Federal Code _____

Date Removed From Inventory _____

TO BE COMPLETED AT LOCATION SITE AND SUBMITTED TO THE CENTRAL OFFICE FOR APPROVAL

Fund		Year
8578	1930	2012
8583		
8584		
8587		
8588		
8589		
8590		
8591		
8592		
8594		
8598		
8599		
8600		
8601		
8602		
8603		
8604		
8605		
8608		
8609		
8610		
8611		
8613		
8615		
8616		
8617		
8618		
8619		
8622		
8623		
8628		
8810		2013
8819		2013

Year
2012

tw

2013

2013

✓

STONE COUNTY SCHOOL DISTRICT
Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Perkinston Elementary School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization _____

Full Name of Sponsor/Coach/Outside Officer Krista Sablich

Dates of fundraising activity (Beginning and Ending) November 30 - December 11, 2020

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: Holiday Happies- students can send holiday messages to their favorite people. See Attached

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved apx 500 Anticipated Revenue \$400

Anticipated use of revenue: Student Incentives

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Signature of Sponsor/Outside Organization Officer

Date

Approved Denied

Krista Sablich
Signature of Principal

10/27/2020
Date

Approved Denied

Krista Sablich
Signature of Superintendent

10/27/2020
Date

Approved Denied Board of Education *See Approval Stamp Above*

NOTE: A Purchase Order is required for any item purchased to be sold as a fundraiser.



PERKINSTON ELEMENTARY
PRESENTS

HOLIDAY

HAPPYIES



SURPRISE YOUR CHILD AND THEIR FRIENDS
WITH HOLIDAY GOODIES

NOVEMBER 30-DECEMBER 11

Holiday Huggables
Stuffed Holiday
Buddy and Candy
\$5

Candy Cane Cheer
Personalized
Message
\$1

More information
will be sent home
with the order
forms.

STONE COUNTY SCHOOL DISTRICT
Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone Middle School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization Stone Middle School Library

Full Name of Sponsor/Coach/Outside Officer Gay Barton

Dates of fundraising activity (Beginning and Ending) 11/20/20-12/03/20

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: Online book fair

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved 650 Anticipated Revenue 25% sales credit

Anticipated use of revenue: Purchase books for the library

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Gay Barton 10/21/20
Gay Barton
Signature of Sponsor/Outside Organization Officer Date

Approved Denied Lance Bolen 10/21/20
Lance Bolen
Signature of Principal Date

Approved Denied Anta Ave 10/23/2020
Anta Ave
Signature of Superintendent Date

Approved Denied Board of Education *See Approval Stamp Above*

NOTE: A Purchase Order is required for any item purchased to be sold as a fundraiser.

STONE COUNTY SCHOOL DISTRICT
Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone Middle School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization SMS Student Council SPCA Donation Drive

Full Name of Sponsor/Coach/Outside Officer Dedra M. Davis

Dates of fundraising activity (Beginning and Ending) November 16- November 20

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: Donations of pet food and wipes to help our local SPCA.

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved 21 council members Anticipated Revenue No revenue/only supplies

Anticipated use of revenue: The local shelter will use supplies to protect the health and well being of homeless animals in Stone County.

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Dedra M. Davis 10/20/2020
Signature of Sponsor/Outside Organization Officer Date

Approved Denied Ruth Taylor 10/20/2020
Spence Boler Signature of Principal Date

Approved Denied Ante Que 10/23/2020
Signature of Superintendent Date

Approved Denied Board of Education See Approval Stamp Above



STONE COUNTY SCHOOL DISTRICT

Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone Middle School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization SMS Basketball

Full Name of Sponsor/Coach/Outside Officer Leironica Williams / Carl Mallett

Dates of fundraising activity (Beginning and Ending) Nov 3rd - Nov 20th

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: Sponsorships @ games to showcase the local businesses. banner to hang-up in the gym

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved _____ Anticipated Revenue _____
\$20.00 - Sm
\$30.00 - Med
\$40.00 - Large

Anticipated use of revenue: banquet

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Signature of Sponsor/Outside Organization Officer Ruth Taylor Date 10-28-20

Approved Denied Karee Pooler Signature of Principal Date 10/28/2020

Approved Denied Ante Orr Signature of Superintendent Date 10/28/2020

Approved Denied Board of Education See Approval Stamp Above

NOTE: A Purchase Order is required for any item purchased to be sold as a fundraiser.



STONE COUNTY SCHOOL DISTRICT

Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone Middle School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization SMS Basketball

Full Name of Sponsor/Coach/Outside Officer Leironica Williams / Carl Malett

Dates of fundraising activity (Beginning and Ending) Nov. 7th

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: 32° degrees yogurt bar will give us a percentage of their sales they make between 12pm + 4pm that day

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved _____ Anticipated Revenue _____

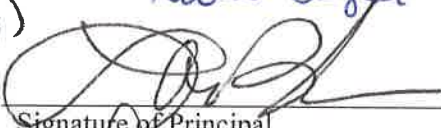
Anticipated use of revenue: Gear, uniforms, warm-up

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Signature of Sponsor/Outside Organization Officer _____ Date _____

(Saturday) Kerth Taylor 10-28-20

Approved Denied

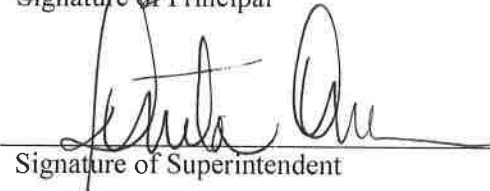


Signature of Principal

Date

10/28/2020

Approved Denied



Signature of Superintendent

Date

10/28/2020

Approved Denied Board of Education See Approval Stamp Above

NOTE: A Purchase Order is required for any item purchased to be sold as a fundraiser.



STONE COUNTY SCHOOL DISTRICT
Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone High School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization Stone High Key Club

Full Name of Sponsor/Coach/Outside Officer Emily Sumrall

Dates of fundraising activity (Beginning and Ending) 12/05/2020

Location of fundraising: In school only In Community Only In School and Community

Describe the fundraiser: Mrs. Sumrall, Parent Volunteers, and Key Club students will operate a donation table outside of Piggly Wiggly from 8AM to 4 PM on Saturday, December 5, 2020. All food will be taken to the food pantry in Wiggins the following Monday.

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

of students Involved 25 Anticipated Revenue None

Anticipated use of revenue: Donate canned goods to food pantry

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

Emily Sumrall
Signature of Sponsor/Outside Organization Officer _____ Date _____

Approved Denied [Signature] [Signature]
Signature of Principal _____ Date _____

Approved Denied [Signature]
Signature of Superintendent _____ Date 10/28/2020

Approved Denied Board of Education *See Approval Stamp Above*



STONE COUNTY SCHOOL DISTRICT
Fundraiser Request Form

This form must be completed and have administrative and board approval before entering into any agreement with a vendor, before any advertising and before any solicitation begins.

Fundraisers requested by clubs and activities that are part of the school's student activity program will be prioritized over fundraisers of external clubs and activities.

School Name: Stone High School

Is the requesting club or activity a school student activity program/club or an outside organization?

Will the resulting money be collected by school employees or members of an outside organization?

Name of Activity/Sport/Outside Organization Stone Band Boosters

Full Name of Sponsor/Coach/Outside Officer Ida Jayne Mitchell

Dates of fundraising activity (Beginning and Ending) 11/30/2020-12/11/2020

Location of fundraising: In school only In Community Only In School and Community

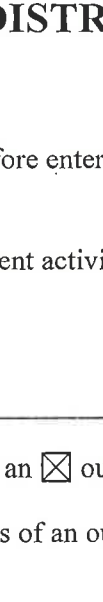
Describe the fundraiser: Technology Raffle \$5 per ticket (50"TV, Photo Shoot, Bose Headphones)

If a contract with an outside money vendor is required, please follow the contract/agreement procedures.

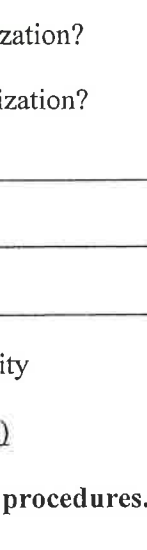
of students Involved 100 Anticipated Revenue \$2000

Anticipated use of revenue: Supplement district funds

** Fundraising Reconciliation Form is to be completed within 5 days of activity.

 10/26/2020
Signature of Sponsor/Outside Organization Officer Date

Approved Denied   10/27/20
Signature of Principal Date

Approved Denied  10/27/2020
Signature of Superintendent Date

Approved Denied Board of Education *See Approval Stamp Above*

NOTE: A Purchase Order is required for any item purchased to be sold as a fundraiser.



SMS Soccer

Stone County Schools Permission for Travel Request

School/Location: Vancleave Group/Class: Soccer
Person Making Request: Nations / Peterson Trip paid for by: Athletics
Person(s) Attending: SMS Soccer Team
Function Attending: Soccer game

Address of Destination: Vancleave

Mode of Transportation: School Bus Number of Students: 25
School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/5/20 3:00 11/5/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: St. Patrick Group/Class: Soccer ✓

Person Making Request: Nations / Peterson Trip paid for by: Athletics

Person(s) Attending: SMS Soccer Team

Function Attending: Soccer game

Address of Destination: St. Patrick

Mode of Transportation: School Bus Number of Students: 25

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/16/20 3:00 11/16/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: West Wortham Group/Class: Soccer
Person Making Request: Nations / Peterson Trip paid for by: Athletics
Person(s) Attending: SMS Soccer Team
Function Attending: Soccer game

Address of Destination: Saucier

Mode of Transportation: School Bus Number of Students: 25
School Van (School Personnel Only) _____ Non-District Vehicle: _____

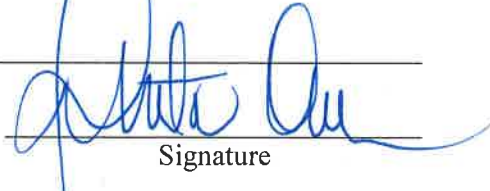
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/30/20 3:00 11/30/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Bay St. Louis Group/Class: Soccer
Person Making Request: Nations / Peterson Trip paid for by: Athletics
Person(s) Attending: SMS Soccer Team
Function Attending: Soccer game

Address of Destination: Bay St. Louis

Mode of Transportation: School Bus Number of Students: 25
School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/3/20 3:00 12/3/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20


Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools Permission for Travel Request



School/Location: North Gulfport Group/Class: Soccer

Person Making Request: Nations / Peterson Trip paid for by: Athletics

Person(s) Attending: SMS Soccer Team

Function Attending: Soccer game

Address of Destination: Gulfport

Mode of Transportation: School Bus Number of Students: 25

School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/7/20 3:00 12/7/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools Permission for Travel Request

School/Location: Bayou View Group/Class: Soccer ✓

Person Making Request: Nations / Peterson Trip paid for by: Athletics

Person(s) Attending: SMS Soccer Team

Function Attending: Soccer game

Address of Destination: Gulfport

Mode of Transportation: School Bus Number of Students: 25

School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/7/20 ²¹ 3:00 1/7/20 ²¹ 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 

Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/24/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Sms

Stone County Schools Permission for Travel Request



School/Location: Poplarville Group/Class: Basketball Team

Person Making Request: Mallett / Williams Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game SMS

Address of Destination: Poplarville

Mode of Transportation: School Bus Number of Students: 40

School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/5/20 3:00 11/5/20
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request



School/Location: Pearl River Central Group/Class: Basketball Team

Person Making Request: Mallett / Williams Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game SMS

Address of Destination: PRC

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes _____ X No 12/14/20 3:00 12/14/20 8:30
^{11/12/20} ^{11/12/20}
 Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: [Signature]

Superintendent Approved: Yes: No: Date: 10/20/2020 [Signature]
 Signature

School Board: Approved: Yes: No: Date: _____
 Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools

Permission for Travel Request

School/Location: St. Stanislaus / OLA Group/Class: Basketball Team
Person Making Request: Mallett / Williams Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game SMS

Address of Destination: Long Beach Bay St. Louis

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/16/20 3:00 11/16/20 8:30
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: [Signature]

Superintendent Approved: Yes: No: Date: 10/20/20 [Signature]
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Long Beach Group/Class: Basketball Team
Person Making Request: Mallett / Williams Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game SMS

Address of Destination: Long Beach

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/19/20 3:00 11/19/20 8:30
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 

Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

10/20/20

Stone County Schools Permission for Travel Request

School/Location: West Wortham Group/Class: Basketball Team
Person Making Request: Mallett / Williams Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game SMS

Address of Destination: West Wortham

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/30/20 3:00 11/30/20 8:30
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Bay St. Louis Group/Class: Basketball Team
Person Making Request: Mallett / Williams Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game SMS

Address of Destination: Bay St. Louis

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/10/20 3:00 12/10/20 8:30
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Vancleave Group/Class: Volleyball

Person Making Request: Landrum Trip paid for by: Athletics

Person(s) Attending: Volleyball Team

Function Attending: Playoff Game

Address of Destination: Vancleave high School

Mode of Transportation: School Bus Number of Students: 25

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 10/17/20 9:00 a.m. 10/17/20 3:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: _____

Superintendent Approved: Yes: No: Date: 10/19/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE 10/14/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools
Permission for Travel Request

Ju/V G + B
SKB
✓

School/Location: D'Iberville Jamboree (girls only) Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: D'Iberville

Mode of Transportation: School Bus Number of Students: 20
School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 10/24/20 8:00 a.m. 10/24/20 12:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

✓

Stone County Schools Permission for Travel Request

School/Location: Gulfport Invitational (girls only) Group/Class: Basketball Team

Person Making Request: Smith / Miller Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game

Address of Destination: Gulfport

Mode of Transportation: School Bus Number of Students: 20

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 10/31/20 1:00 p.m. 10/24/20³¹ 7:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools Permission for Travel Request

School/Location: George County Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: George County

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/10/20 3:00 p.m. 11/10/20 9:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Pearl River Central Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: Carrier

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/19/20 3:00 p.m. 11/19/20 9:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL. OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Pearl River Central Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game PRC Shootout Tournament

Address of Destination: Carriere

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/27 & 28/20 3:00 p.m. 11/27 & 28/20 9:00 p.m.
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020


Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: St. Martin Group/Class: Basketball Team

Person Making Request: Smith / Miller Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game

Address of Destination: St. Martin

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

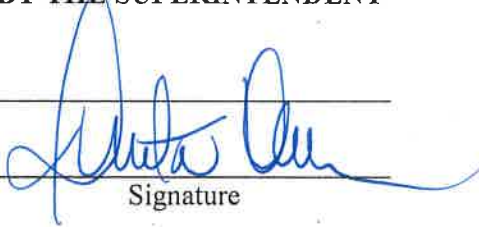
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/8/20 3:00 12/8/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Greene County Group/Class: Basketball Team

Person Making Request: Smith / Miller Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game

Address of Destination: Leaksville

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/11/20 3:00 12/11/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: D'Iberville Group/Class: Basketball Team

Person Making Request: Smith / Miller Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game

Address of Destination: D'Iberville

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 12/15/20 3:00 12/15/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: FCAHS Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: FCAHS

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/19/20 3:00 1/19/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 1/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

1/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Sumrall Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: Sumrall

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/26/20 3:00 1/26/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Poplarville Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: Poplarville

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/29/20 3:00 1/29/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Purvis Group/Class: Basketball Team

Person Making Request: Smith / Miller Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game

Address of Destination: Purvis

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 2/2/20 3:00 2/2/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Gulfport Group/Class: Basketball Team
Person Making Request: Smith / Miller Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game

Address of Destination: Gulfport

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 2/5/20 3:00 2/5/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 

Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

7- Grade
SHTG
✓

School/Location: Pass Christian Group/Class: Basketball Team
Person Making Request: Dubuisson Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game 9th grade

Address of Destination: Pass Christian

Mode of Transportation: School Bus Number of Students: 12
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/12/20 4:00 11/12/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

✓

Stone County Schools Permission for Travel Request



School/Location: Ocean Springs Group/Class: Basketball Team

Person Making Request: Dubuisson Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game 9th grade

Address of Destination: Ocean Springs

Mode of Transportation: School Bus Number of Students: 12

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/19/20 4:00 11/19/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools Permission for Travel Request

School/Location: Moss Point Group/Class: Basketball Team

Person Making Request: Dubuisson Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game 9th grade

Address of Destination: Moss Point

Mode of Transportation: School Bus Number of Students: 12

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/30/20 4:00 11/30/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools

Permission for Travel Request

School/Location: Gautier Group/Class: Basketball Team

Person Making Request: Dubuisson Trip paid for by: Athletics

Person(s) Attending: Team

Function Attending: Basketball Game 9th grade

Address of Destination: Gautier

Mode of Transportation: School Bus Number of Students: 12

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/7/20 4:00 1/7/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: St. Martin Group/Class: Basketball Team
Person Making Request: Dubuisson Trip paid for by: Athletics
Person(s) Attending: Team
Function Attending: Basketball Game 9th grade

Address of Destination: St. Martin

Mode of Transportation: School Bus Number of Students: 12
School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

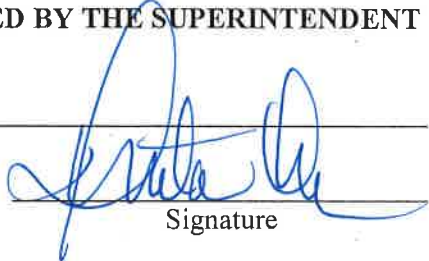
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/14/20 4:00 1/14/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Gulfport Group/Class: Soccer
Person Making Request: Harrison Trip paid for by: Athletics
Person(s) Attending: Girls Soccer Team
Function Attending: Soccer game

Address of Destination: Gulfport

Mode of Transportation: School Bus Number of Students: 25
School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 10/24/20 8:00 10/24/20 2:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: _____

Superintendent Approved: Yes: No: Date: 10/19/2020


Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/19/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools Permission for Travel Request

School/Location: West Harrison Group/Class: Soccer

Person Making Request: C. & P. Harrison Trip paid for by: Athletics

Person(s) Attending: Soccer Team

Function Attending: Soccer game (Classic Game)

Address of Destination: West Harrison

Mode of Transportation: School Bus Number of Students: 40

School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/3/20 3:30 11/3/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Laurel Showcase Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer game

Address of Destination: Laurel City Sportsplex (Tournament) Boys = 2:15 - 4:45
Girls = TBD

Mode of Transportation: School Bus Number of Students: 20
School Van (School Personnel Only) Non-District Vehicle:


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 11/7/20 11:00 11/7/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

10/20/20

Stone County Schools
Permission for Travel Request ✓

School/Location: Biloxi Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer game

Address of Destination: Biloxi Jv G + Jv B

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) _____ Non-District Vehicle: _____

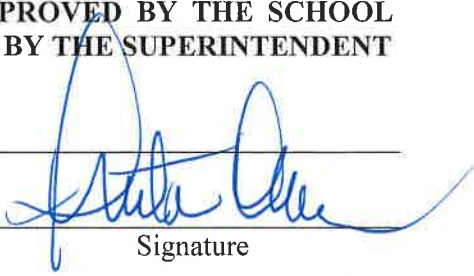
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/13/20 11:00 11/13/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Gulfport Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer game

Address of Destination: Gulfport Jr G + VG/VB

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) Non-District Vehicle:


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 11/20/20 3:00 11/20/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/24/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/24/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Stone County Schools ✓ Permission for Travel Request

School/Location: George Co. Group/Class: Soccer

Person Making Request: C. & P. Harrison Trip paid for by: Athletics

Person(s) Attending: Soccer Team

Function Attending: Soccer game

Address of Destination: George Co. V G + V B

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 11/23/20 4:00 11/23/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20


Signature

School Board: Approved: Yes: No: Date: _____

Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Resurrection Group/Class: Soccer
 Person Making Request: C. & P. Harrison Trip paid for by: Athletics
 Person(s) Attending: Soccer Team
 Function Attending: Soccer Game

Address of Destination: Pascagoula *Jv G, VG + VB*

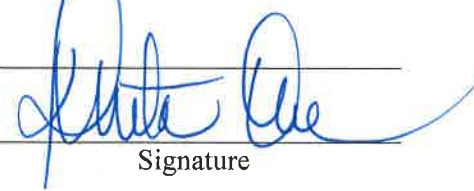
Mode of Transportation: School Bus Number of Students: 40
 School Van (School Personnel Only) _____ Non-District Vehicle: _____

***If using district transportation, please verify with Transportation Department 48 hours before departure.
 Overnight stay: _____ Yes No 12/1/20 3:00 12/1/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
 Charge Out: _____ Miles X _____ = _____
 Driver Cost: _____ = _____
 Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools
Permission for Travel Request ✓

School/Location: Pearl River Central Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer Game

Address of Destination: Carrier Jv G + B

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) Non-District Vehicle:

***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 12/4/20 4:00 12/4/20 8:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



✓

Stone County Schools Permission for Travel Request

School/Location: Laurel Showcase Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer Game

Address of Destination: Laurel City Sportsplex 1 game V G + V B (Florence)

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) _____ Non-District Vehicle: _____

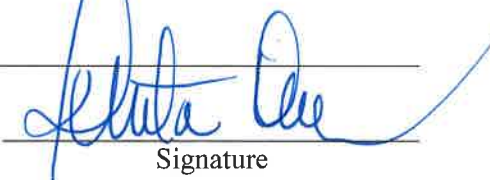
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 12/5/20 8:00 12/5/20 4:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

✓

Stone County Schools Permission for Travel Request ✓

School/Location: Greene Co. Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer Game

Address of Destination: Leaksville Jv B, VG, VB

Mode of Transportation: School Bus Number of Students: 40
School Van (School Personnel Only) Non-District Vehicle:


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 12/10/20 8:00 12/10/20 4:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: FCAHS Group/Class: Soccer

Person Making Request: C. & P. Harrison Trip paid for by: Athletics

Person(s) Attending: Soccer Team

Function Attending: Soccer Game

Address of Destination: Brooklyn VG + VB

Mode of Transportation: School Bus Number of Students: 40

School Van (School Personnel Only) Non-District Vehicle:


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 12/15/20 4:00 12/15/20 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 12/20/2020 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

12/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Gulfport Sportsplex Group/Class: Soccer
 Person Making Request: C. & P. Harrison Trip paid for by: Athletics
 Person(s) Attending: Soccer Team
 Function Attending: Soccer Game

Address of Destination: Gulfport | game VA + VB

Mode of Transportation: School Bus Number of Students: 40
 School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/2/21 8:00 1/2/21 4:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____
 Charge Out: _____ Miles X _____ = _____
 Driver Cost: _____ = _____
 Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



✓

Stone County Schools Permission for Travel Request

School/Location: Poplarville Group/Class: Soccer
Person Making Request: C. & P. Harrison Trip paid for by: Athletics
Person(s) Attending: Soccer Team
Function Attending: Soccer Game

Address of Destination: Poplarville VG → VB

Mode of Transportation: School Bus Number of Students: 40
School Van (*School Personnel Only*) Non-District Vehicle:

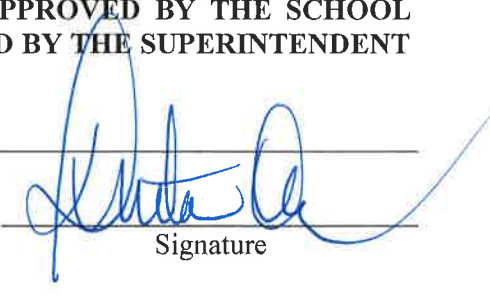
***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 1/8/21 4:00 1/8/21 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

10/20/20

TRANSPORTATION DEPARTMENT USE

Bus Number: _____ Driver Assigned: _____
Charge Out: _____ Miles X _____ = _____
Driver Cost: _____ = _____
Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Purvis Group/Class: Soccer

Person Making Request: C. & P. Harrison Trip paid for by: Athletics

Person(s) Attending: Soccer

Function Attending: Soccer game

Address of Destination: Purvis

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 1/12/21 3:00 1/12/21 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

Stone County Schools Permission for Travel Request

School/Location: Purvis Group/Class: Soccer
 Person Making Request: C. & P. Harrison Trip paid for by: Athletics
 Person(s) Attending: Soccer Team
 Function Attending: Soccer Game

Address of Destination: Purvis V6 + V8

Mode of Transportation: School Bus Number of Students: 40
 School Van (School Personnel Only) _____ Non-District Vehicle: _____


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: _____ Yes No 16
1/18/21 3:00 16 1/18/21 9:00
 Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 1/20/21 
 Signature

School Board: Approved: Yes: No: Date: _____
 Signature

TRANSPORTATION DEPARTMENT USE

1/20/21

Bus Number: _____ Driver Assigned: _____
 Charge Out: _____ Miles X _____ = _____
 Driver Cost: _____ = _____
 Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

✓

Stone County Schools Permission for Travel Request

School/Location: Oak Grove Group/Class: Soccer

Person Making Request: C. & P. Harrison Trip paid for by: Athletics

Person(s) Attending: Soccer Team

Function Attending: Soccer Game

Address of Destination: Oak Grove VG = VB

Mode of Transportation: School Bus Number of Students: 40

School Van (*School Personnel Only*) Non-District Vehicle:


***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 1/22/21 3:00 1/22/21 9:00
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 

Superintendent Approved: Yes: No: Date: 10/20/20 
Signature

School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

10/20/20

Bus Number: _____ Driver Assigned: _____

Charge Out: _____ Miles X _____ = _____

Driver Cost: _____ = _____

Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.

✓

Stone County Schools Permission for Travel Request

School/Location: Stone High School Group/Class: Health Science Program
 Person Making Request: Cassie Hickman Trip paid for by: 2711-1191-011-580-012
 Person(s) Attending: Cassie Hickman & Randa Anderson
 Function Attending: BLS Instructor Course

Address of Destination: MGCCC, Harrison County Campus, 2226 Switzer Rd. Gulfport, MS 39507

Mode of Transportation: School Bus _____ Number of Students: _____
 School Van (*School Personnel Only*) _____ Non-District Vehicle: X



***If using district transportation, please verify with Transportation Department 48 hours before departure.

Overnight stay: Yes No 12/7/20 @ 8:00am _____ 12/7/20 @ 4:00pm _____
Date and Time Leaving Date and Time Returning

Explain the educational value of this trip and how it relates:

The SHS Health Science Program instructors will attend this course to obtain their certification to teach and certify their students in CPR and First Aid as part of the completion of the SHS Health Sciences Program.

OVERNIGHT OR STUDENT OUT OF DISTRICT TRAVEL MUST BE APPROVED BY THE SCHOOL BOARD PRIOR TO THE TRAVEL; OTHER TRAVEL MUST BE APPROVED BY THE SUPERINTENDENT PRIOR TO TRAVEL.

Principal/Supervisor: 
 Superintendent Approved: Yes: No: Date: 10/28/2020 
Signature
 School Board: Approved: Yes: No: Date: _____
Signature

TRANSPORTATION DEPARTMENT USE

Bus Number: _____ Driver Assigned: _____
 Charge Out: _____ Miles X _____ = _____
 Driver Cost: _____ = _____
 Total Charge for Trip: _____ = _____

Please turn in original copy to Rhonda Burton and a copy to Mike Parker.



Mississippi Gulf Coast Community College

Non-Credit Registration Form

Individuals who wish to enroll in semester hour credit courses must complete an MGCCC Application for Admission.

Directions:

- 1. For accurate processing, please complete the form in its entirety.
2. Payment, if applicable, can be made at a MGCCC Business Office.
3. Registrants will be entitled to a 100 percent refund, provided written notification is received by MGCCC one week prior to class starting.
4. MGCCC refund policy is located on the Community Education webpage.
5. Registration and enrollment for all non-credit training programs are strictly on a first come basis.
6. The Family Education Rights and Privacy Act provides the publication or disclosure of certain directory information on students.

Please check if you do NOT want your name or photo in publications

Name: Hickman Cassie N Rogers
Last Name First Name Middle Initial Previous Last Name (optional)

Social Security Number: 5179 Date of Birth: 07/03/1986 M#
Month Day Year

Street Address: 51 Rogers Brothers Road

City: Wiggins State: MS Zip Code: 39577

County of residence: Perry E-mail address: cahickman@stoneschools.org

Home phone: Work phone: 6019285492 Cell phone: 6019288420

In case of emergency, please call: Jonathan Hickman Phone: 6015280415

Race (Only check one):

- Asian
Black/African American
American Indian/Alaska Native
Hawaiian Native or other Pacific Islander
White

Ethnicity: Would you describe yourself as a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture, regardless of race?

- Yes
No

Gender:

- Male
Female

Employment Status (Check one):

- Employed
Unemployed
Employed, but received Termination of Employment Notice
Not in Labor Force
Not Reported

Educational Level: Please indicate which of the following best describes your level of education (Check one):

- Attained secondary school diploma
Attained a secondary school equivalency
The participant with a disability receives a certificate of attendance/completion as a result of successfully completing an Individualized Education Program (IEP)
Completed one or more years of postsecondary education
Attained a postsecondary technical or vocational certificate (non-degree)
Attained an Associate's degree
Attained a Bachelor's degree
Attained a degree beyond a Bachelor's degree
No Educational Level Completed

Employment Type: Please tell us if your current or most recent employment is/was (Check one):

- Part Time
Full Time
Temporary
Seasonal
Not Reported

Name of Employer: Stone County School District

Table with columns: Course Title, PK, JD, JC, GC, BC, WH, AMTC, Start Time, End Time, Start Date, End Date, Cost. Row 1: BLS Instructor Course, Harrison County Campus, 9:00am, 3:00pm, 12/7/20, same, \$100. Total Cost: \$100

Signature: [Handwritten Signature]

Date: 10/27/2020



Mississippi Gulf Coast Community College

Non-Credit Registration Form

Individuals who wish to enroll in semester hour credit courses must complete an MGCCC Application for Admission.

Directions:

1. For accurate processing, please complete the form in its entirety.
2. Payment, if applicable, can be made at a MGCCC Business Office. (full payment must be made prior to the official registration)
3. Registrants will be entitled to a 100 percent refund, provided written notification is received by MGCCC one week prior to class starting.
4. MGCCC refund policy is located on the Community Education webpage.
5. Registration and enrollment for all non-credit training programs are strictly on a first come basis.
6. The Family Education Rights and Privacy Act provides the publication or disclosure of certain directory information on students. If you do not want your name, photograph or other directory information included in publications, please indicate below.

Please check if you do NOT want your name or photo in publications

Name: Anderson Randa O Owen
Last Name First Name Middle Initial Previous Last Name (optional)

Social Security Number: ██████████ 8632 Date of Birth: 08/19/1986 M# _____
Month Day Year

Street Address: 342 Old Hwy 49

City: McHenry State: MS Zip Code: 39561

County of residence: Stone E-mail address: randerson@stoneschools.org

Home phone: _____ Work phone: 601-928-5492 Cell phone: 601-408-7562

In case of emergency, please call: Chad Anderson Phone: 601-408-0486

Race (Only check one):

- Asian
- Black/African American
- American Indian/Alaska Native
- Hawaiian Native or other Pacific Islander
- White

Ethnicity: Would you describe yourself as a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture, regardless of race?

- Yes
- No

Gender:

- Male
- Female

Employment Status (Check one):

- Employed
- Unemployed
- Employed, but received Termination of Employment Notice
- Not in Labor Force
- Not Reported

Educational Level: Please indicate which of the following best describes your level of education (Check one):

- Attained secondary school diploma
- Attained a secondary school equivalency
- The participant with a disability receives a certificate of attendance/completion as a result of successfully completing an Individualized Education Program (IEP)
- Completed one or more years of postsecondary education
- Attained a postsecondary technical or vocational certificate (non-degree)
- Attained an Associate's degree
- Attained a Bachelor's degree
- Attained a degree beyond a Bachelor's degree
- No Educational Level Completed

Employment Type: Please tell us if your current or most recent employment is/was (Check one):

- Part Time
- Full Time
- Temporary
- Seasonal
- Not Reported

Name of Employer: Stone County School District

Course Title	PK	JD	JC	GC	BC	WH	AMTC	Start Time	End Time	Start Date	End Date	Cost
BLS Instructor Course		<input checked="" type="checkbox"/>						9:00 am	3:00 pm	12/7/20	12/7/20	\$100.00
Total Cost:												

Signature: Randa Anderson

Date: 10 / 28 / 20

**STONE COUNTY SCHOOL DISTRICT
BALANCES AS OF SEPTEMBER 30, 2020**

STONE COUNTY SCHOOLS	\$ 6,948,692.80
STONE HIGH SCHOOL ACTIVITY	58,326.06
STONE HIGH SCHOOL ACTIVITY, CULINARY ARTS CAFÉ	10.00
STONE MIDDLE SCHOOL ACTIVITY	42,244.07
STONE ELEMENTARY SCHOOL ACTIVITY	66,120.97
PERKINSTON ELEMENTARY SCHOOL ACTIVITY	40,418.58
ATHLETIC DEPARTMENT	31,272.42
STONE COUNTY SCHOOLS CHILD NUTRITION	5,498.68
STONE COUNTY SCHOOL 15/16 SHORTFALL	676.67
STONE COUNTY SCHOOL 16/17 SHORTFALL	3,466.68
STONE COUNTY SCHOOL 17/18 SHORTFALL	27,896.06
STONE COUNTY SCHOOL 18/19 SHORTFALL	4,578.68
STONE COUNTY SCHOOL BOND DEBT SERVICE	50.88
STONECOUNTY SCHOOLS LIMITED TAX NOTE, SERIES 2015	53,726.06
STONE COUNTY SCHOOL PAYROLL	781,066.08
STONE HIGH SCHOOL AGENCY	-
STONE MIDDLE SCHOOL AGENCY	-
STONE COUNTY SCHOOLS ACCOUNTS PAYABLE	6,438.33
	<hr/>
	\$ 8,070,483.02

The above list of bank accounts held at the The First have been reconciled through the date at the top of the report.

Cassie Hardy 10/19/2020
Cassie Hardy

SEPTEMBER 2020
BANK RECONCILIATION

THE FIRST

FUND # & NAME	BEG BAL	RECEIPTS	INT	SJE-DR	SJE-CR	PAYROLL	CLAIM DKT	MAN CKS	END BAL	fund	1120	O/S DEP	O/S CKS	BANK BAL
1120 DIST MAINT	4,832,835.09	1,257,130.57	9,202.34	9.56	25,169.48	1,074,083.81	252,185.10	167.04	4,747,572.13		1130	13.05	270.37	
1130 SPED LOCAL	72,354.17	115,326.02	58.28			157,503.29			30,235.18					
1145 AT RISK	(19,661.18)	12,321.82				28,290.10			(35,629.46)		1145			
1840 16TH SECTION INTERI	1,870,566.16	4,792.00	3,622.11						1,879,010.27		1840			
1930 16TH SECT B & I	(12,211.04)						130.00		(12,341.04)		1930			
1935 SPECIAL PROJECTS	16,186.17		31.26						16,217.43		1935			
1940 MAXIMUS	382,798.09		739.33						383,537.42		1940			
2093 SPED ESTY FY13	(20,353.24)						688.00		(21,041.24)		2093			
2211 TITLE I	(34,631.52)			5,213.78	9,495.70	40,320.54	78,242.20		(157,476.18)		2211			
2213 TITLE I - 1003(a)	(9,779.69)					8,072.39			(17,852.08)		2213			
2290 CONSOLIDATED COST	(29,313.21)			9,487.68	3,758.68	10,092.77	4,523.86		(38,200.84)		2290			
2311 TITLE IV RURAL	(12,715.02)						9,416.58		(22,131.60)		2311			
2410 EEF BLDG & BUS	51,870.87	6,766.00	113.25						58,750.12		2410			
2511 IMP TCHR Q	(305.75)				1.53		14,750.01		(15,057.29)		2511			
2566 PRESCHOOL - ARRA	4.63								4.63		2566			
2590 ESSER	(3,735.57)					3,154.46	81,647.39		(88,537.42)		2590			
2610 IDEA PART B	(54,798.67)			7,14.38		43,339.66	6,572.14		(103,996.09)		2610			
2620 SPED PRE SCH	(357.46)				0.01	363.32	10,330.00		(11,050.79)		2620			
2711 VOC ST & LOCAL	(16,495.14)	74,546.51				79,166.84	2,918.59		(24,034.06)		2711			
2714 VOC TECH PREP	-								-		2714			
2811 TITLE IV	(1,696.35)					696.42	3,300.00		(5,892.77)		2811			
2812 21st CENTURY	19.95								19.95		2812			
2816 STATE ASSESMTS	-								-		2816			
2820 UNEMP COMP	29,511.37		57.00						29,568.37		2820			
2830 FORESTRY ESC	61,886.28	422.11	114.08				3,240.00		59,182.47		2830			
2901 LIMITED TAX NOTE, SI	236,321.25					6,125.00			232,196.25		2901			
2902 BEAUTIFICATION	500.00								500.00		2902			
2903 LIMITED TAX NOTE, 2C	-								-		2903			
2920 STONE SUCCESS	19,516.58	11,685.00	42.85			9,014.23			22,230.20		2920			
7211 16TH SECT PRINC	42,569.69		82.23						42,651.92		7211			
TOTAL	7,402,716.46	1,482,990.03	14,062.73	15,425.40	38,425.40	1,454,097.83	474,088.87	167.04	6,948,435.48			13.05	270.37	6,948,692.80
		Rec	Int	JE	JE	PR	CI Dkt	Man Cks						reconciled

SEPTEMBER 2020
BANK RECONCILIATION

	BEG BAL	RECEIPTS	INT	SJE-DR	SJE-CR	PAYROLL	CLAIM DKT	MAN CKS	END BAL	O/S DEP	O/S CKS	BANK BAL	RC
1151 STONE HIGH GEN	50,347.93	8,061.22	107.88				300.97		58,216.06	380.00	500.00	58,336.06	X
1152 STONE MIDDLE	41,037.45	1,324.62	80.92				158.92		42,284.07	40.00		42,244.07	X
1153 STONE ELEM	66,725.00	512.14	128.31				1,244.48		66,120.97			66,120.97	X
1154 PERK ELEM	44,740.49	464.00	80.54				4,866.45		40,418.58			40,418.58	X
1155 ATHLETIC DEPARTMEN	30,628.44	12,262.00	49.03				8,707.25		34,232.22	2,959.80		31,272.42	X
2110 CHILD NUTRITION	60,435.23	15,572.67	91.52	23,000.00		62,995.64	43,018.73		(6,914.95)	20.00		(6,934.95)	X
2121 CHILD NTR SMR	12,586.31								12,586.31			12,586.31	X
2130 CN COVID	(152.68)								(152.68)			(152.68)	X
4015 2015-2016 SF NOTE	48.31	627.45	0.91						676.67			676.67	X
4016 2016-2017 SF NOTE	934.04	2,527.59		5.05					3,466.68			3,466.68	X
4017 2017-2018 SF NOTE	23,990.37	3,854.17		51.52					27,896.06			27,896.06	X
4018 2018-2019 SF NOTE	2,804.19	1,766.77		7.72					4,578.68			4,578.68	X
4019 2019-2020 SF NOTE									-			-	X
4021 3MIL NOTE, SERIES 20	35,396.70	18,237.11		92.25					53,726.06			53,726.06	X
4031 BOND DEBT	39.86	10.92	0.10						50.88			50.88	X
7310 PAYROLL CLR	10,989.93		452.65		8,651.04				2,791.54		778,274.54	781,066.08	X
7321 STONE HIGH AGN	45.94						45.94		-			-	X
7322 STONE MIDDLE AGENC	6.90						6.90		-			-	X
7500 ACCT PAY CLR	4,171.92		266.01		2,286.79				2,151.14		4,287.19	6,438.33	X
TOTAL	384,776.33	65,220.66	1,257.87	23,156.54	10,937.83	62,995.64	58,349.64	-	342,128.29			1,121,790.22	

DISTRICT NAME & NO.: Stone County, 6600

CASH FLOW REPORT - DISTRICT MAINTENANCE FUND

Cash	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sept-20</u>
1120 - cash on hand	3,919,076.27	5,271,196.71	4,832,835.09
Close out Prior Year			
ACTUAL Revenue			
MAEP	917,136.65	910,246.65	909,721.25
Ad Val Collections	155,025.24	215,922.08	311,360.75
Other Taxes	4,703.33	7,353.70	6,817.93
Homestead Exemption Reimburse			
Contributions/Donations From Priv Sources			
Indirect Cost Transfer In		3,898.01	
Other: <u>Tuition/Rentals.</u>	400.00	200.00	
Other: <u>Interest</u>	9,873.55	9,366.55	20,149.73
Other: <u>Miscellaneous</u>	5,021.39	12,148.25	11,957.94
Other: <u>Grants-In-Aid</u>	13,228.50	7,504.19	5,771.00
Other: <u>Special Tag</u>	816.00	408.00	408.00
Other: <u>National Forest</u>	1,509.94	284.05	155.87
Other: <u>Transfers In</u>			
Other: E-Rate			
Other: SF Note Proceeds	225,084.00		
Other: EOY Loan Reverse	235,493.94		
Total Anticipated Revenue	1,568,292.54	1,167,331.48	1,266,342.47
ACTUAL Expenses			
1120 - Payroll	216,172.10	1,088,144.15	1,074,250.85
1120 - Accts. Payable		517,548.95	253,273.27
1120 - Transfers Out			
Other: <u>Prior Period JE</u>			
Other: <u>EOY LOANS</u>			
Other: <u>JE's</u>			
Other: <u>Interfund Loan</u>			23,000.00
Other: _____			
Other: _____			
Total Antipated Expenditures	216,172.10	1,605,693.10	1,350,524.12
Ending Balance	5,271,196.71	4,832,835.09	4,748,653.44

SUMMARY

CASH FLOW REPORT - DISTRICT MAINTENANCE FUND

Note: MUST reconcile bank statements monthly

	Projected FY 20 Fund 1120	Year To Date Fund 1120	Remaining Revenue/Expense
Expected Revenue			
MAEP	10,195,558.75	2,737,104.55	7,458,454.20
Ad Val Collections	5,688,491.62	682,308.07	5,006,183.55
Other Taxes	57,000.00	18,874.96	38,125.04
Homestead Exemption Reimbursement	192,500.00	-	192,500.00
Contributions/Donations From Priv Source	-	-	-
Indirect Cost Transfer In	71,593.33	3,898.01	67,695.32
Other: _Tuition/Rental__	27,800.00	600.00	27,200.00
Other: _Interest_____	70,000.00	39,389.83	30,610.17
Other: _Miscellaneous__	43,400.00	29,127.58	14,272.42
Other: _Grants-In-Aid__	72,000.00	26,503.69	45,496.31
Other:Special Tags	3,500.00	1,632.00	1,868.00
Other: National Forest	81,000.00	1,949.86	79,050.14
Other: Transfers In	150,000.00	-	150,000.00
Other: E-Rate	35,500.00	-	35,500.00
Other: SF Notes Received	-	225,084.00	(225,084.00)
Other: EOY Loan Reverse	-	235,493.94	(235,493.94)
Total Ant. Rev	16,688,343.70	4,001,966.49	12,686,377.21
Anticipated Expenses			
1120 - Payroll	13,393,577.43	2,378,567.10	11,015,010.33
1120 - Accts. Payable	3,161,689.00	770,822.22	2,390,866.78
1120 - Transfers Out	1,309,384.28	-	1,309,384.28
Other: _____	-	-	-
Other: _____	-	-	-
Other: _____	-	-	-
Other: _____	-	23,000.00	(23,000.00)
Other: _____	-	-	-
Other: _____	-	-	-
Total Antipated Exp.	17,864,650.71	3,172,389.32	14,692,261.39

STONE COUNTY SCHOOL DISTRICT
Budget Status Report

Report Date: 10/19/2020

Begin Account: 000-0000-000-00-0

Ending Account: 999-9999-999-9

Fund	#5 Fund Balance (7/1/2020)	#5 Anticipated Revenue	#3 YTD Collected Revenue	#3 YTD Uncollected Revenue	#2 MTD Collected Revenue	#3 Anticipated Expenditures	#3 YTD Expenditures	#3 YTD Unexpended	#3 MTD Expenditures	Actual Fund Balance	Projected Fund Balance
1120 - DISTRICT MAINTENANCE FUND	4,496,588.09	18,686,343.70	3,230,527.44	13,457,816.26	1,255,199.21	17,864,648.71	3,238,936.41	14,625,712.30	1,209,373.46	4,490,179.12	3,322,283.08
1130 - SPECIAL EDUCATION FUND	1,491.68	1,975,112.84	346,393.10	1,628,719.74	115,384.30	1,975,112.84	316,427.26	1,658,685.58	157,772.63	31,457.52	1,491.68
1145 - AT RISK	0.00	427,393.00	36,955.46	390,427.54	12,321.82	427,393.00	72,594.92	354,798.08	28,290.10	(35,629.46)	0.00
1151 - STONE HIGH GENERAL ACTIVITY FD	43,869.89	33,037.32	33,037.32	0.00	8,169.10	71,607.21	15,744.97	55,862.24	2,853.82	61,162.24	5,300.00
1152 - STONE MIDDLE SCH GEN ACT FUND	44,343.14	3,976.85	3,838.85	138.00	1,405.54	48,319.99	6,924.79	41,395.20	1,026.87	41,257.20	0.00
1153 - STONE ELEM GENERAL ACT FUND	89,959.82	4,826.68	4,826.68	0.00	640.45	72,978.83	8,627.70	64,151.13	1,969.84	85,956.80	21,807.67
1154 - PERK ELE GENERAL ACT FUND	41,621.34	3,687.69	3,663.69	24.00	625.43	45,309.03	5,453.88	39,855.15	587.43	39,831.15	0.00
1155 - ATHLETIC FUND	26,976.61	15,460.06	15,460.06	0.00	12,311.03	43,439.47	13,003.29	30,436.18	3,796.04	29,493.38	(1,002.80)
1840 - 16TH SECTION INTEREST FUNDS	1,821,016.45	149,200.00	80,718.48	68,481.52	8,414.11	56,000.00	0.00	56,000.00	0.00	1,901,734.93	1,914,216.45
1930 - 16TH SECTION BLDG & IMPROVE	236.00	46,000.00	0.00	46,000.00	0.00	46,000.00	16,042.87	29,957.13	3,701.83	(15,806.87)	236.00
1935 - SPECIAL PROJECTS	586,069.45	0.00	92.92	(92.92)	31.26	0.00	0.00	0.00	0.00	586,162.37	586,069.45
1940 - SCHOOL BASED ADMIN CLAIMS	381,339.96	5,500.00	2,197.46	3,302.54	739.33	150,000.00	0.00	150,000.00	0.00	383,537.42	236,839.96
2091 - SPEC ED ESY FY11	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.02
2093 - SPED ED ESY	11,205.52	0.00	0.00	0.00	0.00	0.00	8,928.29	(8,928.29)	0.00	2,277.23	11,205.52
2110 - CHILD NUTRITION	182,716.21	1,643,200.00	258,332.38	1,384,867.62	189,330.09	1,591,889.71	268,084.28	1,323,805.43	144,564.74	172,964.31	234,026.50
2126 - CHILD NUTRITION SMR FY16	12,586.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,586.31	12,586.31
2211 - TITLE I A - BASIC	6,302.44	1,088,674.87	5,213.78	1,083,461.09	5,205.76	1,068,944.89	179,796.44	889,148.45	62,640.83	(168,290.22)	26,032.42
2213 - TITLE I-1003(g) SCHOOL IMPROVEMENT	0.00	213,946.89	0.00	215,846.89	0.00	324,788.89	179,852.06	306,936.81	8,072.39	(17,852.06)	(108,942.00)
2290 - CONSOLIDATED ADMIN COST FUND	0.00	188,965.81	9,487.68	179,478.13	9,487.68	187,718.58	41,133.95	146,584.63	13,909.56	(31,646.27)	1,247.23
2311 - TITLE V RURAL AND LOW INCOME	0.00	75,674.32	0.00	75,674.32	0.00	75,674.32	24,994.00	50,680.32	2,862.40	(24,994.00)	0.00
2410 - EEF SCHOOL BLDG & BUSES	125,962.87	82,195.00	13,982.25	68,212.75	6,879.25	162,390.00	81,195.00	81,195.00	0.00	58,750.12	45,767.87
2511 - TITLE II-A IMP TCHR QUALITY	815.72	234,178.16	0.00	234,178.16	(1.53)	223,656.06	22,060.51	201,595.55	6,187.50	(21,244.79)	11,337.82
2566 - ARRA-PRESCHOOL	4.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.63	4.63
2890 - ESSER FY20	0.00	768,970.00	0.00	768,970.00	0.00	768,970.00	122,148.56	646,821.44	36,765.60	(122,148.56)	0.00
2922 - EQUITY IN DISTANCE LEARNING ACT (EDLA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2910 - SPE ED EHA - PART B	0.00	800,605.16	714.38	799,890.78	714.38	715,700.83	99,577.23	616,123.60	44,886.40	(98,862.85)	84,904.33
2620 - SPED PRESCHOOL	5.85	51,792.23	0.00	51,792.23	(0.01)	51,634.38	12,190.24	39,444.14	1,496.92	(12,184.39)	163.70
2711 - VOCATIONAL EDU - STATE & LOCAL	67,339.36	1,104,962.47	129,394.41	975,568.06	74,546.51	1,104,962.47	176,641.38	928,321.09	81,084.04	20,092.39	67,339.36
2714 - VOC - ED TECH PREP FUND	75.00	16,870.00	0.00	16,870.00	0.00	16,870.00	216.69	16,653.31	216.69	(141.69)	75.00
2811 - TITLE IV	0.00	103,759.62	0.00	103,759.62	0.00	96,462.79	13,787.83	82,674.86	8,691.87	(13,787.83)	7,296.83
2812 - 21ST CENTURY LEARNING GRANT	19.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.95	19.95
2820 - UNEEMPLOYMENT COMPENSATION	29,398.96	450.00	169.41	280.59	57.00	0.00	0.00	0.00	0.00	29,568.37	29,848.96
2830 - FORESTRY ESCROW	46,277.04	16,450.00	8,145.43	10,304.57	536.19	53,400.00	3,240.00	50,160.00	0.00	49,182.47	9,327.04
2901 - LIMITED TAX NOTE, SERIES 2015	0.00	230,000.00	242,000.00	(12,000.00)	0.00	230,000.00	9,803.75	220,196.25	0.00	232,196.25	0.00
2902 - BEAUTIFICATION PROJECTS	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00
2920 - STONE SUCCESS	9,518.16	146,250.00	23,288.48	122,961.52	11,738.85	173,100.44	10,576.44	162,524.00	9,025.23	22,230.20	(17,332.28)
4015 - 2015-2016 SHORTFALL DEBT SERVICE	22,009.54	0.00	676.67	(676.67)	628.36	0.00	22,009.54	(22,009.54)	0.00	676.67	22,009.54
4016 - 2016-2017 SHORTFALL NOTE	53,937.91	0.00	3,449.67	(3,449.67)	2,532.64	19,443.52	53,920.90	(34,477.38)	0.00	3,466.68	34,494.39
4017 - 2017-2018 SHORTFALL NOTE	84,744.48	63,021.67	6,616.50	56,405.17	3,905.69	62,821.67	63,464.92	(643.25)	0.00	27,896.06	84,944.48
4018 - 2018-2019 SHORTFALL NOTE	13,364.78	70,449.60	61,663.50	8,786.10	1,774.49	70,449.60	70,449.60	0.00	0.00	4,578.68	13,364.78
4019 - 2019-2020 SHORTFALL NOTE	0.00	78,277.08	0.00	78,277.08	0.00	78,277.08	0.00	78,277.08	0.00	0.00	0.00
4021 - 3 MILL NOTE, SERIES 2015	187,429.67	468,629.00	112,549.62	356,079.38	18,329.36	398,596.50	246,253.23	152,343.27	0.00	53,726.06	257,462.17
4031 - 95-96 BOND ISSUE RETIREMENT	4.95	0.00	45.93	(45.93)	11.02	0.00	0.00	0.00	0.00	50.88	4.95
7211 - SIXTEENTH SECTION PRINCIPAL FD	169,474.38	500.00	244.39	255.61	82.23	0.00	0.00	0.00	0.00	169,718.77	169,974.38
7310 - PAYROLL CLEARING ACCOUNT	619.21	0.00	2,725.47	(2,725.47)	452.65	0.00	0.00	0.00	0.00	3,344.68	619.21
7321 - STONE HIGH AGENCY FUND	525.76	0.00	0.18	(0.18)	0.00	0.00	45.94	(45.94)	0.00	480.00	525.76
7322 - STONE MIDDLE AGENCY FUND	756.86	0.00	0.04	(0.04)	0.01	0.00	6.90	(6.90)	0.00	750.00	756.86
7500 - ACCOUNTS PAYABLE CLEARING FUND	0.00	0.00	1,146.83	(1,146.83)	266.01	0.00	0.00	0.00	0.00	1,146.83	0.00
8000 - GENERAL FIXED ASSETS	11,128,709.34	0.00	0.00	0.00	0.00	0.00	(8,861.97)	8,861.97	0.00	11,137,571.31	11,128,709.34
	19,689,817.35	26,802,260.02	4,635,568.46	22,166,691.56	1,741,718.21	28,276,560.81	5,233,471.82	23,043,088.99	1,829,776.19	19,091,913.99	18,215,516.56

MEMO

To: Stone County School Board

From: Rhonda Burton

Date: October 28, 2020

RE: Rescind Policies

Policies needing rescinded due to direct duplicate to other policies.

ABCA- Number of Board Members duplicate of policy AB

IDCA- Extended School Year/Summer School duplicate of policy
AEBA

JCBD- Attendance, Tardiness, and Excuses duplicate of policy ECBA

Rescind

Section: A School District Organization
Policy Code: ABCA Number of Board Members
Policy:

RESCINDED

~~NUMBER OF BOARD MEMBERS~~

~~This school district shall be governed by a school board consisting of five (5) members, selected in the manner provided by law.~~

~~LEGAL REF.: MS CODE '37-6-7 (1987)
CROSS REF.: Policies ABC—Board Member Legal Status
—————ABCD—Method of Election~~

~~**Sample Policy Disclaimer:** MSBA policies are provided solely as a sample. Any board of education adopting MSBA sample policies should use the samples as a framework or starting point and, after carefully reviewing the applicable laws, regulations and state rules, modify the policies as appropriate to meet the needs of the local school system. All policies should be carefully reviewed by the board of education's legal counsel.~~

~~Last Review Date: _____
Review History: [1/1/1900][1/1/1901]~~

Section: I Instructional Program

Policy Code: IDCA Extended School Year/Summer School

Policy:

RESCINDED

EXTENDED SCHOOL YEAR

~~This school board shall maintain and operate all of the schools under its control for such length of time during the year as may be required. '37-7-301(m) (1993)~~

~~The Mississippi Public School Accountability Standard for this policy is standard 13.~~

~~LEGAL REF.: MS CODE as cited~~

~~_____ *Mississippi Public School Accountability Standards*~~

~~CROSS REF.: Policies IB – Instructional Goals~~

~~_____ IEC – Class Size / Enrollment Requirements~~

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~~Last Review Date: _____~~

~~Review History: [1/1/1900][1/1/1901]~~

ma

Section: J Students

Policy Code: JCBD Vandalism/ Destruction of Property

Policy:

RESCINDED

VANDALISM

~~If any student shall willfully destroy, cut, deface, damage or injure any school building, equipment or other school property, he shall be subject to suspension or expulsion and his parents, legal guardians or custodians shall be liable for all damages.—~~

~~I. LIABILITY FOR DAMAGES~~

~~The District may institute legal proceedings against and recover damages provided by law from parents of minor students who maliciously and willfully damage or destroy school property. The discipline plan of each school shall contain a statement of parental responsibilities in this regard as required by Policy JDA—Discipline Plan.—~~

~~II. REPORTING VANDALISM~~

~~Citizens, students and law enforcement are urged by the board to cooperate in reporting any incidents of vandalism in District property and the name(s) of the person(s) believed to be responsible.—~~

~~All District employees shall notify the principal of the school when they have knowledge that an act of vandalism has or may have occurred.—~~

~~The principal shall notify the superintendent or his designee of all reports of vandalism.—~~

~~The superintendent is authorized to sign a criminal complaint and to press charges against perpetrators of vandalism against school property. He is further authorized to delegate authority to perform these functions.—~~

~~LEGAL REF.: MS CODE Sections 37-11-19 & 37-11-53~~

~~CROSS REF.: Policies JCA—Student Conduct~~

~~—————JCBE—Unlawful or Violent Acts~~

~~—————JDA—Discipline Plan~~

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~~Last Review Date: _____~~

Review History:[1/1/1900][1/1/1901]

2020 Annual Policy Revisions and Explanations
& New Policies

<u>Policy Code</u>	<u>Policy Name</u>	<u>Reason for Edit</u>	<u>Edit Performed</u>
BHA	Board Member Conflict	MS Code 37-11-27 (SB 2283)	Updated the conflict of interest language to conform with the changes to MS Code 37-11-27 due to SB 2283.
EDC	Bus Safety Program	MS Code 31-41-47 (HB 1176)	Added information that buses may travel at a speed of 65 mph while on interstate highways. Also fixed formatting issues.
FFF	Facility Expansion State Loans and Grants	MS Code 29-3-113 (SB 2565)	Added language stating that once a district is current on its loan payments, it may spend expendable trust funds accumulated in previous years. Also added language that had previously been added by MS Code 29-3-113.
GAG	Staff Conflict of Interest	MS Code 37-11-27 (SB 2283)	Updated the conflict of interest language to conform with the changes to MS Code 37-11-27 due to SB 2283.
ABB	Board Powers and Duties	MS Code 31-7-14 & MS Code 37-7-301	Removed the time limit of "not to exceed ten (10) years" from section (t) as the limit continues to change as the automatic repealer in MS Code 31-7-14 was extended. This makes the policy consistent with MS Code 37-7-301 and prevents the need to change the policy every time the time limit is amended under MS Code 31-7-14. Also fixed multiple formatting issues.
BBJ	Review of Board Procedures	MSBA	Removed an Attorney General's Opinion and cited at the bottom of the policy.
BCBK	Executive Sessions	MSBA	Removed an Attorney General's Opinion and cited at the bottom of the policy.

CA	General School Administration Goals and Objectives	MSBA/MDE	Added language regarding a principal or his/her designee must at all times be present at campus and that the school should at no time be without a leader. MDE has looked for similar language in their audits.
CI	Administrative Personnel Intern Program	MS Code 37-3-2	Updated the policy to conform with changes in MS Code 37-3-2.
DJEIB	Acceptance of Gifts From Vendors or Suppliers	Internal Revenue Service (IRS)	Changed the amount value of gifts that are considered minimal value from \$75 to \$100 per IRS guidelines.
EM	Hazardous Materials	Asbestos Hazard Emergency Response Act (15 U.S.C. §§ 2641-2656)	Updated the policy to account for training requirements of maintenance and custodial staff. This is a required policy.
EP	Drones (Unmanned Aircraft Systems)	MSBA	Fixed grammatical errors within the policy.
FB	Naming of School Facilities	MSBA	Amended the citations for accuracy.
GAA	Professional Educator Code of Conduct	MSBA	The policy cited to an exhibit that did not exist. Added the correct exhibit to the MS educator code of ethics and standard of conduct.
GAAB <i>NEW</i>	Handbooks	MSBA/MDE	Created a NEW policy to state that handbooks shall be updated annually in accordance with board policy. MDE has been looking for this in their audits recently.
GAH	Community/Parent Relations	MSBA	Fixed Cross Reference titles.
GBEN <i>NEW</i>	Possession of Weapons on School Premises	MSBA	Created a NEW standalone policy regarding possession of weapons by employees on school property. There was no policy specifically aimed at employee possession and there was a request for such a policy.
GBQ	Professional Personnel Retirement	MSBA	Removed an Attorney General's Opinion and cited it at the bottom of the policy.

ICI	Health and Physical Education	MS Code 37-13-134(9)(b)(ii)	Updated section 2(b) in the policy to be consistent with MS Code 37-13-134.
IDAG	Dual Enrollment	MS Code 37-15-38	Updated the information throughout the policy to be consistent with MS Code 37-15-38.
IK	Limited English Proficiency Instruction	MDE/USDE	Added an "Enrollment" section which discusses enrollment requirements for EL students. MDE has been looking for this information in their audits.
JB	Students Complaints of Sexual Discrimination/Harassment – Title IX	Title IX of the Education Amendments Act of 1972	Updated Title IX sexual harassment information in accordance with the Title IX Final Rule Amendments.
JB-P	Students Complaints of Sexual Discrimination/Harassment – Title IX Procedures	Title IX of the Education Amendments Act of 1972	Updated Title IX sexual harassment information in accordance with the Title IX Final Rule Amendments. (THIS IS NOT A STANDALONE
			POLICY. THIS IS AN ATTACHMENT TO JB)
JBA	Compulsory School Attendance/School Age	MSBA	Removed an Attorney General's Opinion and cited at the bottom of the policy.
JBC	School Admission	MSBA	Removed language referencing a specific range of grades that must have immunizations in order to enroll as it did not accurately reflect MS law.
JBD	Attendance, Tardiness and Excuses	MSBA	Removed an Attorney General's Opinion and cited at the bottom of the policy.
JCDAD	Bus Conduct	MSBA	Removed number 3
			"Student Conduct and Grades" as it already appears in other policies and it does not belong here.
JRAC	MSIS/Data Collection Policy	MSBA	Removed reference to the "Data Collection Policy and Procedural Guidelines" as it appears to no longer exist.
LC	Parental Rights	MSBA	Fixed Cross Reference titles.

Section: B School Board Operations

Policy Code: BHA Board Member Conflict

Policy:

BOARD MEMBER CONFLICT

It shall be unlawful for any member of the board of trustees of any school district, ~~or~~ any member of the county board of education, the county superintendent of education, or any superintendent, principal or other school district administrator with authority to negotiate school district contracts, to have or own any direct or indirect interest individually or an agent or employee of any person, partnership, firm or corporation in any contract made or let by the county board of education, the county superintendent of education or the board of trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The board of trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The board of trustees shall make a case-by-case determination of the possible conflicts of interest arising from any extra work contracts and such decision by the board shall be final. Any contract entered into in violation of the provisions of this section shall be void and of no effect. Any person who shall authorize or enter into any contract in violation of the provisions hereof, or who shall knowingly or willfully pay out or receive any money upon any such contract shall be civilly liable for the amount so paid or received, and, in the case of an official who has furnished a bond, the surety upon such bond shall likewise be liable for such amount. In addition thereto, any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not less than thirty (30) days nor more than ninety (90) days, or by both such fine and imprisonment, in the discretion of the court. ' 37-11-27 (1989)

The legislature declares that elective and public office and employment is a public trust and any effort to realize personal gain through official conduct, other than as provided by law, or as a natural consequence of the employment or position, is a violation of that trust. Therefore, public servants shall endeavor to pursue a course of conduct which will not raise suspicion among the public that they are likely to be engaged in acts that are in violation of this trust and which will not reflect favorably upon the state and local governments. ' 25-4-101 (1983)

DEFINITIONS

The following definitions apply to conflicts of interest.

1. "Authority" means any component unit of a governmental entity.
2. "Benefit" means any gain or advantage to the beneficiary, including any gain or advantage to a third person pursuant to the desire or consent of the beneficiary.

3. "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, holding company, self-employed individual, joint stock company, receivership, trust or other legal entity or undertaking organized for economic gain, a nonprofit corporation or other such entity, association or organization receiving public funds.
4. "Business with which he is associated" means any business of which a board member or his relative is an officer, director, owner, partner, employee or is a holder of more than ten percent (10%) of the fair market value or from which he or his relative derives more than two thousand five hundred dollars (\$2,500.00) in annual income or over which such public servant or his relative exercises control.
5. "Compensation" means money or thing of value received, or to be received, from any person for services rendered.
6. "Contract" means:
 - a. Any agreement to which the government is a party; or
 - b. Any agreement on behalf of the government which involves the payment of public funds.
7. "Government" means the state and all political entities there of, both collectively and separately, including but not limited to:
 - a. All school districts;
 - b. Any department, agency, board, commission, institution, instrumentality, or legislative or administrative body of the state, counties or municipalities created by statute, ordinance or executive order including all units that expend public funds.
8. "Governmental entity" means the state, a county, a municipality or other separate political subdivision authorized by law to exercise a part of the sovereign power of the state.
9. "Income" means money or thing of value received, or to be received, from any source derived, including but not limited to, any salary, wage, advance, payment, dividend, interest, rent, forgiveness of debt, fee, royalty, commission or any combination thereof.
10. "Intellectual property" means any formula, pattern, compilation, program, device, method, technique or process created primarily as a result of the research effort of an employee or employees of an institution of higher learning of the State of Mississippi.
11. "Material financial interest" means a personal and pecuniary interest, direct or indirect, accruing to a public servant or spouse, either individually or in combination with each

other. Notwithstanding the foregoing, the following shall not be deemed to be a material financial interest with respect to a business with which a public servant may be associated:

- a. Ownership of any interest of less than ten percent (10%) in a business where the aggregate annual net income to the public servant therefrom is less than One Thousand Dollars (\$1,000.00);
 - b. Ownership of any interest of less than two percent (2%) in a business where the aggregate annual net income to the public servant therefrom is less than Five Thousand Dollars (\$5,000.00);
 - c. The income as an employee of a relative if neither the public servant or relative is an officer, director or partner in the business and any ownership interest would not be deemed material pursuant to subparagraph (I) or (ii) herein; or
 - d. The income of the spouse of a public servant when such spouse is a contractor, subcontractor or vendor with the governmental entity that employs the public servant and the public servant exercises no control, direct or indirect, over the contract between the spouse and such governmental entity.
12. "Pecuniary benefit" means benefit in the form of money, property, commercial interests or anything else the primary significance of which is economic gain. Expenses associated with social occasions afforded public servants shall not be deemed a pecuniary benefit.
13. "Person" means any individual, firm, business, corporation, association, partnership, union or other legal entity, and where appropriate a governmental entity.
14. "Property" means all real or personal property.
15. "Public funds" means money belonging to the government.
16. "Public servant" means:
- a. Any elected or appointed official of the government;
 - b. Any officer, director, commissioner, supervisor, chief, head, agent or employee of the government or any agency thereof, or of any public entity created by or under the laws of the state of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds; or
 - c. Any individual who receives a salary, per diem or expenses paid in whole or in part out of funds authorized to be expended by the government.

17. "Relative" means:

- a. The spouse of the public servant;
- b. The child of the public servant;
- c. The parent of the public servant;
- d. The sibling of the public servant; and
- e. The spouse of any of the relatives of the public servant specified in subparagraphs (ii) through (iv).

18. "Securities" means stocks, bonds, notes, convertible debentures, warrants, evidences of debts or property or other such documents. ' 25-4-103 (1992)

ACTIONS, ACTIVITIES, AND BUSINESS RELATIONSHIPS

1. No public servant shall use his official position to obtain or attempt to obtain, pecuniary benefit for himself other than that compensation provided for by law, or to obtain or attempt to obtain, pecuniary benefit for any relative or any business with which he is associated.
2. No public servant shall be interested, directly or indirectly, during the term for which he shall have been chosen, or within one (1) year after the expiration of such term, in any contract with the state, or any district, county, city or town thereof, authorized by any law passed or order made by any board of which he may be or may have been a member.
3. No public servant shall:
 - a. Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent.
 - b. Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.
 - c. Be a purchaser, direct or indirect, of any claim, certificate, warrant or other security issued by or to be paid out of the treasury of the governmental entity of which he is an officer or employee.

- d. Perform any service for any compensation during his term of office or employment by which he attempts to influence a decision of the authority of the governmental entity of which he is a member.
 - e. Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.
4. Notwithstanding the provisions of subsection (3) of this section, a public servant or his relative:
- a. May be an officer or stockholder of banks or savings and loan associations or other financial institutions bidding for bonds, notes or other evidences of debt or for the privilege of keeping as depositories the public funds of a governmental entity thereof or the editor or employee of any newspaper in which legal notices are required to be published in respect to the publication of said legal notices.
 - b. May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
 - c. May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity of which he is a member, officer, employee, or agent where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
 - d. May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent: (1) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws; or (ii) where the contractual relationship involves the further research, development, teaching, promotion or

merchandising of an intellectual property created by the public servant.

- e. May purchase securities issued by the governmental entity of which he is an officer or employee if such securities are offered to the general public and are purchased at the same price as such securities are offered to the general public.
 - f. May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.
 - g. May contract with the Mississippi Veteran's Home Purchase Board, Mississippi Housing Finance Corporation, or any other state loan program, for the purpose of securing a loan; however, public servants shall not receive favored treatment.
 - h. May be employed by or receive compensation from an authority of the governmental entity other than the authority of the governmental entity of which the public servant is an officer or employee.
 - i. If a member of the legislature or other public servant employed on less than a full-time basis, may represent a person or organization for compensation before an authority of the governmental entity other than an authority of the governmental entity of which he is an officer or employee.
5. No person may intentionally use or disclose information gained in the course of or by reason of his official position or employment as a public servant in any way that could result in pecuniary benefit for himself, any relative, or any other person, if the information has not been communicated to the public or is not public information.
6. Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the date of receiving notice that the contract has been voided.
7. Any person violating the provisions of this section shall be punished as provided for in sections 25-4-109 and 25-4-111. ' 25-4-105 (1994)

No board member shall have interest, either directly or indirectly, in the proceeds or profits of the sale or rental of any book, furniture, equipment or other property to be used in the public schools. ' 37-11-25 (1954)

On or before May 1 of each year to cover the preceding calendar year members of local school boards whether elected or appointed shall file a statement of economic interest with the Mississippi Ethics Commission containing such information as is required for the current calendar year as of the time of filing. ' 25-4-25 (1990), ' 25-4-29 (1990)

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CED - Appointed Superintendent C Appointment
CGD - Administrative Personnel Hiring
DG - Depository of Funds
KHE - Gifts to Schools

Important Note: In order to assure compliance with statutes related to Nepotism and to Conflict of Interest, please ensure compliance with MS Code statutes cited above and with Sections 25-4-25 & 25-4-27; and with Article 4, Section 109 of the MS Constitution.

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: E Business Management

Policy Code: EDC Bus Safety Program

Policy:

BUS SAFETY PROGRAM

The State Board of Education is authorized, empowered and directed to promulgate rules and regulations for providing operation procedures for public school buses to insure safety of pupils. ' 37-41-1(g) (1987)

AUTHORIZED USE

It shall be a misdemeanor for any person to use a publicly owned school bus for any purpose other than one in connection with the school, and upon conviction thereof such person shall be fined not less than Fifty Dollars (\$50.00). When any publicly owned school bus is being operated on the public roads or highways at a time other than the usual and customary time for the transportation of children to and from the public schools, members of the Highway Safety Patrol, sheriffs, constables and other peace officers shall have the power and authority to stop such bus for the purpose of ascertaining whether the trip then being made is authorized by law. If it be found that such trip is unauthorized, such highway patrolman, sheriff, constable or other peace or police officer shall forthwith report the same to the school board owning such bus and to the State Department of Education. ' 37-41-45 (1987)

SPEEDING PROHIBITED

It shall be unlawful for a driver of any school bus, whether a public or a contract bus, to drive said bus at a speed greater than forty-five (45) miles per hour while transporting children to and from school on regular routes; **however, the maximum speed for interstate highways shall be sixty-five (65) miles per hour.** However, any such driver, while operating a school bus on other authorized trips, shall not drive said school bus at a speed greater than fifty (50) miles per hour, **except the maximum speed for interstate highways shall be sixty-five (65) miles per hour.** Any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00) for each offense. In addition thereto, upon such conviction, such driver may be discharged from further employment as a school bus driver or carrier and his contract as such may be terminated. ' 37-41-47 (1982)

VEHICLE INSPECTION AND SAFETY

Each school board, person, firm or corporation transporting public school children on the public roads, streets and highways of the state with motor vehicles shall have said motor vehicles inspected according to the laws of the state and according to the regulations of the State Board of Education. Each motor vehicle shall be inspected by a competent mechanic to be safe for transporting pupils on the roads, streets and highways of the state before it is released for such purpose. If such motor vehicle is found to be unsafe for transporting pupils, then it shall be properly repaired or adjusted as necessary before being used to transport pupils. The provisions

of this paragraph shall not apply to vehicles owned by individuals and under private contract to the school district and used exclusively for transporting members of their immediate families.

The State Department of Education may, at its discretion, inspect any school bus used for transporting pupils to and from the public schools or for activity purposes to determine the safety of such motor vehicle for operation on the roads, streets and highways of this state. In the event a vehicle is inspected and is found to be unsafe for transporting pupils, a report shall be filed with the appropriate school official indicating its deficiencies with recommendations for correcting such deficiencies.

If it is determined that any buses are in such defective condition as to constitute an emergency safety hazard, those buses may be condemned and removed from service and shall not be returned to service until adequate repairs are completed and such buses are re-inspected by the State Department of Education. Any school official who approves the operation of any school bus that has been removed from service under the conditions listed above, prior to being re-inspected by the State Department of Education, shall be guilty of a misdemeanor and upon conviction shall be punished by imprisonment in the county jail for a period not to exceed sixty (60) days, or a fine of not less than Five Hundred Dollars (\$500.00) nor more than One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment, in the discretion of the court. ' 37-41-53 (1992)

REQUIREMENTS FOR CONTRACT

The State Board of Education shall adopt and enforce regulations not inconsistent with the traffic laws and regulations of this state to govern the design and operation of all school buses used for the transportation of school children when owned and operated by any school board or privately owned and operated under contract with any school board in this state. Such regulations shall by reference be made a part of any such contract with a school board. Every school board, its officers and employees, and every person employed under contract by a school board shall be subject to said regulations.

Any officer or employee of this school board who violates any of said regulations or fails to include the obligation to comply with said regulations in any contract executed by them on behalf of a school board shall be guilty of misconduct and subject to removal from office or employment. Any person operating a school bus under a contract with a school board who fails to comply with any of said regulations shall be guilty of breach of contract and such contract shall be canceled after notice and hearing by the responsible officers of such school board. ' 37-41-57 (1987)

The Mississippi Public School Accountability Standard for this policy is standard 29.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies EBBA - School Safety Plan

JCDAD - Bus Conduct

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Sample Policy
MS Code 29-3-113
(SB2565)

District: Stone County School District
Section: F - Facility Expansion
Policy Code: FFF - Facility Expansion State Loans and Grants

FACILITY EXPANSION STATE LOANS AND GRANTS

This district may apply to the State Educational Finance Commission for funds for capital outlay and improvements.

This district shall comply with appropriate state statutes in applying for and using such funds.

The principal fund shall be a permanent township fund which shall consist of funds heretofore or hereafter derived from certain uses or for certain resources of school trust lands which shall be invested and, except as otherwise provided in this section, only the interest and income derived from such funds shall be expendable by the school district.

The principal fund shall consist of:

1. Funds received for easements and rights-of-way pursuant to Section 29-3-91;
2. Funds received for sales of lieu land pursuant to Sections 29-3-15 through 29-3-25;
3. Funds received from any permanent damage to the school trust land;
4. Funds received from the sale of nonrenewable resources including but not limited to the sale of sand, gravel, dirt, clays and royalties received from the sale of mineral ores, coal, oil and gas;
5. Funds received from the sale of buildings pursuant to Section 29-3-77; and
6. Funds received from the sale of timber; and
7. Funds received pursuant to Section 29-3-23(2).

It shall be the duty of the board of education to keep the principal fund invested in any direct obligation issued by or guaranteed in full as to principal and interest by the United States of America or in certificates of deposit issued by a qualified depository of the State of Mississippi as approved by the State Treasurer. The certificates of deposit may bear interest at any rate per annum which may be mutually agreed upon but in no case shall said rate be less than that paid on passbook savings.

The Board of Education is likewise authorized to invest said funds in interest bearing deposits or other obligations of the types described in Section 27-105-33 or in any other type investment in which any other political subdivision of the State of Mississippi may invest, except that one hundred percent (100%) of said funds are hereby authorized to be so invested. For the purposes of investment, the principal fund of each township may be combined into one or more district accounts; however, the docket book of the county superintendent shall at all times reflect the proper source of such funds. Provided that funds received from the sale of timber shall be placed in a separate principal fund account, and may be expended for any of the purposes authorized by law.

The Board of Education shall have authority to borrow such funds at a rate of interest not less than four percent (4%) per annum and for a term not exceeding twenty (20) years, for the erection, equipment or repair of said district schools, to provide local funds for any building project

approved by the State Board of Education or to provide additional funds for forest stand improvement as set forth in Section 29-3-47. In addition, the board may borrow such funds under the same interest restrictions for a term not exceeding ten (10) years to provide funds for the purchase of school buses. The Board of Education of any school district in any county that has an aggregate amount of assets in its principal fund in excess of Five Million Dollars (\$5,000,000.00), may deduct an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) for the purpose of covering the cost of asbestos removal from school district buildings. Such asbestos removal shall be construed to constitute the repair of school district facilities as prescribed in Section 29-3-115.

No school land trust funds may be expended after the annual payment date until the payment is made on such loan. Once a district is current on its loan payments, the district may spend expendable trust funds earned or accumulated in previous years for any purpose for which expendable trust funds may be spent. The annual payment can be made from any funds available to the school district except minimum foundation program funds.

It shall be unlawful for the board of education to borrow any sixteenth section school funds in any other manner than that prescribed herein, and if any such funds shall be borrowed or invested in any other manner, any officer concerned in making such loan and investment or suffering the same to be made in violation of the provisions of this section, shall be liable personally and on his official bond for the safety of the funds so loaned. ' 29-3-113

LEGAL REF.: MS CODE as cited & Title 37, Chapters 45 & 47
CROSS REF.: Policy DFL- Investment Earnings

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date:
Approved/Revised Date:

Section: G Personnel

Policy Code: GAG Staff Conflict of Interest

Policy:

STAFF CONFLICT OF INTEREST

It shall be illegal for any superintendent, principal or other certificated employee to be elected by the school board if such superintendent, principal or certificated employee is related within the third degree by blood or marriage according to the common law to a majority of the members of the school board. No member of the school board shall vote for any person as a superintendent, principal or certificated employee who is related to him within the third degree by blood or marriage or who is dependent upon him in a financial way. Any contract entered into in violation of the provisions of this section shall be null and void. ' 37-9-21 (1987)

It shall be unlawful for any member of the board of trustees of any school district, any member of the county board of education, the county superintendent of education, or any superintendent, principal, ~~teacher, or employee of a county board of education or any school district~~ or other school district administrator with authority to negotiate school district contracts, to have or own any direct or indirect interest individually or as agent or employee of any person, partnership, firm or corporation in any contract made or let by the county board of education, the county superintendent of education or the board of trustees of the school district for the construction, repair, or improvement of any school facility, the furnishing of any supplies, materials, or other articles, the doing of any public work or the transportation of children or upon any subcontract arising therefrom or connected therewith in any manner. The board of trustees of any school district shall be authorized to contract with a teacher or school district employee to perform extra work without being in violation of the provisions of this section. The board of trustees shall make a case-by-case determination of the possible conflicts of interest arising from any extra work contracts and such decision by the board shall be final. Any contract entered into in violation of the provisions of this section shall be void and of no effect. Any person who shall authorize or enter into any contract in violation of the provisions hereof, or who shall knowingly or willfully pay out or receive any money upon any such contract shall be civilly liable for the amount so paid or received, and, in the case of an official who has furnished a bond, the surety upon such bond shall likewise be liable for such amount. In addition thereto, any person who shall violate the provisions of this section shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00), or by imprisonment in the county jail not less than thirty (30) days nor more than ninety (90) days, or by both such fine and imprisonment, in the discretion of the court. ' 37-11-27 (1989)

The following definitions apply in this policy unless the context otherwise requires:

"Authority" means any component unit of a governmental entity.

"Benefit" means any gain or advantage to the beneficiary, including any gain or advantage to a third person pursuant to the desire or consent of the beneficiary.

"Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, holding company, self-employed individual, joint stock company, receivership, trust or other legal entity or undertaking organized for economic gain, a nonprofit corporation or other such entity, association or organization receiving public funds.

"Business with which he is associated" means any business of which a public servant or his relative is an officer, director, owner, partner, employee or is a holder of more than ten percent (10%) of the fair market value or from which he or his relative derives more than two thousand five hundred dollars (\$2,500.00) in annual income or over which such public servant or his relative exercises control.

"Compensation" means money or thing of value received, or to be received, from any person for services rendered.

"Contract" means:

1. Any agreement to which the government is a party; or
2. Any agreement on behalf of the government which involves the payment of public funds.

"Government" means the state and all political entities thereof, both collectively and separately, including but not limited to:

1. Counties;
2. Municipalities;
3. All school districts;
4. All courts; and
5. Any department, agency, board, commission, institution, instrumentality, or legislative or administrative body of the state, counties or municipalities created by statute, ordinance or executive order including all units that expend public funds.

"Governmental entity" means the state, a county, a municipality or any other separate political subdivision authorized by law to exercise a part of the sovereign power of the state.

"Income" means money or thing of value received, or to be received, from any source derived, including but not limited to, any salary, wage, advance, payment, dividend, interest, rent, forgiveness of debt, fee, royalty, commission or any combination thereof.

"Intellectual property" means any formula, pattern, compilation, program, device, method, technique or process created primarily as a result of the research effort of an employee or employees of an institution of higher learning of the State of Mississippi.

"Material financial interest" means a personal and pecuniary interest, direct or indirect, accruing to a public servant or spouse, either individually or in combination with each other. Notwithstanding the foregoing, the following shall not be deemed to be a material financial interest with respect to a business with which a public servant may be associated:

1. Ownership of any interest of less than ten percent (10%) in a business where the aggregate annual net income to the public servant therefrom is less than One Thousand Dollars (\$1,000.00);
2. Ownership of any interest of less than two percent (2%) in a business where the aggregate annual net income to the public servant therefrom is less than Five Thousand Dollars (\$5,000.00);
3. The income as an employee of a relative if neither the public servant or relative is an officer, director or partner in the business and any ownership interest would not be deemed material pursuant to subparagraph (i) or (ii) herein; or
4. The income of the spouse of a public servant when such spouse is a contractor, subcontractor or vendor with the governmental entity that employs the public servant and the public servant exercises no control, direct or indirect, over the contract between the spouse and such governmental entity.

"Pecuniary benefit" means benefit in the form of money, property, commercial interests or anything else the primary significance of which is economic gain. Expenses associated with social occasions afforded public servants shall not be deemed a pecuniary benefit.

"Person" means any individual, firm, business, corporation, association, partnership, union or other legal entity, and where appropriate a governmental entity.

"Property" means all real or personal property.

"Public funds" means money belonging to the government.

"Public servant" means:

1. Any elected or appointed official of the government;
2. Any officer, director, commissioner, supervisor, chief, head, agent or employee of the government or any agency thereof, or of any public entity created by or under the laws of the state of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds; or
3. Any individual who receives a salary, per diem or expenses paid in whole or in part out of funds authorized to be expended by the government.

"Relative" means:

1. The spouse of the public servant;
2. The child of the public servant;
3. The parent of the public servant;
4. The sibling of the public servant; and
5. The spouse of any of the relatives of the public servant specified in subparagraphs (ii) through (iv).

"Securities" means stocks, bonds, notes, convertible debentures, warrants, evidences of debts or property or other such documents. '25-4-103 (1992)

No public servant shall use his official position to obtain or attempt to obtain, pecuniary benefit for himself other than that compensation provided for by law, or to obtain or attempt to obtain, pecuniary benefit for any relative or any business with which he is associated.

No public servant shall be interested, directly or indirectly, during the term for which he shall have been chosen, or within one (1) year after the expiration of such term, in any contract with the state, or any district, county, city or town thereof, authorized by any law passed or order made by any board of which he may be or may have been a member.

No public servant shall:

1. Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee, or agent other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent.
2. Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.
3. Be a purchaser, direct or indirect, of any claim, certificate, warrant or other security issued by or to be paid out of the treasury of the governmental entity of which he is an officer or employee.
4. Perform any service for any compensation during his term of office or employment by which he attempts to influence a decision of the authority of the governmental entity of which he is a member.
5. Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.

Notwithstanding the provisions of subsection (3) of this section, a public servant or his relative:

1. May be an officer or stockholder of banks or savings and loan associations or other such financial institutions bidding for bonds, notes or other evidences of debt or for the privilege of keeping as depositories the public funds of a governmental entity thereof or the editor or employee of any newspaper in which legal notices are required to be published in respect to the publication of said legal notices.
2. May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or

more legitimate bids are received or where the goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.

3. May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee, or agent where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.
4. May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee, or agent: (I) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws; or (ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.
5. May purchase securities issued by the governmental entity of which he is an officer or employee if such securities are offered to the general public and are purchased at the same price as such securities are offered to the general public.
6. May have an interest less than a material financial interest in a business which is a contractor, subcontractor or vendor with any governmental entity.
7. May contract with the Mississippi Veteran's Home Purchase Board, Mississippi Housing Finance Corporation, or any other state loan program for the purpose of securing a loan; however, public servants shall not receive favored treatment.
8. May be employed by or receive compensation from an authority of the governmental entity other than the authority of the governmental entity of which the public servant is an officer or employee.
9. If a member of the Legislature or other public servant employed on less than a full-time basis, may represent a person or organization for compensation before an authority of the governmental entity other than an authority of the governmental entity of which he is an officer or employee.

No person may intentionally use or disclose information gained in the course of or by reason of his official position or employment as a public servant in any way that could result in pecuniary benefit for himself, any relative, or any other person, if the information has not been communicated to the public or is not public information.

Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the

date of receiving notice that the contract has been voided.

Any person violating the provisions of this section shall be punished as provided for in Sections 25-4-109 and 25-4-111. '25-4-105 (1994)

NOTE: In order to assure compliance with statutes related to Nepotism and to Conflict of Interest, please ensure compliance with MS Code statutes cited above and with Sections 25-4-25 thru 25-4-29; 37-11-25; and with Article 4, Section 109 of the MS Constitution.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CED - Appointed Superintendent
CGD - Administrative Personnel Hiring

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: A School District Organization
Policy Code: ABB Board Powers and Duties

Policy:

BOARD POWERS AND DUTIES – 37-7-301

HOME RULE

The school board of a school district may adopt any orders, resolutions or ordinances with respect to school district affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi. Except as otherwise provided in this section, the powers granted to the school boards in this section are complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi. Unless such actions are specifically authorized by another statute or law of the State of Mississippi, this section shall not authorize a school board to: (a) levy taxes of any kind or increase the levy of any authorized tax; (b) issue bonds of any kind; or (c) enter into collective bargaining agreements. 37-7-301.1

POWERS, AUTHORITY AND DUTIES

The school boards of all school districts shall have the following powers, authority and duties in addition to all others imposed or granted by law, to wit:

- (a) To organize and operate the schools of the district and to make such division between the high school grades and elementary grades as, in their judgment, will serve the best interests of the school;
- (b) To introduce public school music, art, manual training and other special subjects into either the elementary or high school grades, as the board shall deem proper;
- (c) To be the custodians of real and personal school property and to manage, control and care for same, both during the school term and during vacation;
- (d) To have responsibility for the erection, repairing and equipping of school facilities and the making of necessary school improvements;
- (e) To suspend or to expel a pupil or to change the placement of a pupil to the school district's alternative school or home-bound program for misconduct in the school or on school property, as defined in Section 37-11-29, on the road to and from school, or at any school-related activity or event, or for conduct occurring on property other than school property or other than at a school-related activity or event when such conduct by a pupil, in the determination of the school superintendent or principal, renders that pupil's presence in the classroom a disruption to the educational environment of the school or a detriment to the best interest and welfare of the pupils and teacher of such class as a whole, and to delegate such authority to the appropriate officials of the school district;
- (f) To visit schools in the district, in their discretion, in a body for the purpose of

- determining what can be done for the improvement of the school in a general way;
- (g) To support, within reasonable limits, the superintendent, principal and teachers where necessary for the proper discipline of the school;
 - (h) To exclude from the schools students with what appears to be infectious or contagious diseases; provided, however, such student may be allowed to return to school upon presenting a certificate from a public health officer, duly licensed physician or nurse practitioner that the student is free from such disease;
 - (i) To require those vaccinations specified by the State Health Officer as provided in Section 41-23-37, Mississippi Code of 1972;
 - (j) To see that all necessary utilities and services are provided in the schools at all times when same are needed;
 - (k) To authorize the use of the school buildings and grounds for the holding of public meetings and gatherings of the people under such regulations as may be prescribed by said board;
 - (l) To prescribe and enforce rules and regulations not inconsistent with law or with the regulations of the State Board of Education for their own government and for the government of the schools, and to transact their business at regular and special meetings called and held in the manner provided by law;
 - (m) To maintain and operate all of the schools under their control for such length of time during the year as may be required;
 - (n) To enforce in the schools the courses of study and the use of the textbooks prescribed by the proper authorities;
 - (o) To make orders directed to the superintendent of schools for the issuance of pay certificates for lawful purposes on any available funds of the district and to have full control of the receipt, distribution, allotment and disbursement of all funds provided for the support and operation of the schools of such school district whether such funds be derived from state appropriations, local ad valorem tax collections, or otherwise. The local school board shall be authorized and empowered to promulgate rules and regulations that specify the types of claims and set limits of the dollar amount for payment of claims by the superintendent of schools to be ratified by the board at the next regularly scheduled meeting after payment has been made;
 - (p) To select all school district personnel in the manner provided by law, and to provide for such employee fringe benefit programs, including accident reimbursement plans, as may be deemed necessary and appropriate by the board;

- (q) To provide athletic programs and other school activities and to regulate the establishment and operation of such programs and activities;
- (r) To join, in their discretion, any association of school boards and other public school-related organizations, and to pay from local funds other than minimum foundation funds, any membership dues;
- (s) To expend local school activity funds, or other available school district funds, other than minimum education program funds, for the purposes prescribed under this paragraph. "Activity funds" shall mean all funds received by school officials in all school districts paid or collected to participate in any school activity, such activity being part of the school program and partially financed with public funds or supplemented by public funds. The term "activity funds" shall not include any funds raised and/or expended by any organization unless commingled in a bank account with existing activity funds, regardless of whether the funds were raised by school employees or received by school employees during school hours or using school facilities, and regardless of whether a school employee exercises influence over the expenditure or disposition of such funds. Organizations shall not be required to make any payment to any school for the use of any school facility if, in the discretion of the local school governing board, the organization's function shall be deemed to be beneficial to the official or extracurricular programs of the school. For the purposes of this provision, the term "organization" shall not include any organization subject to the control of the local school governing board. Activity funds may only be expended for any necessary expenses or travel costs, including advances, incurred by students and their chaperons in attending any in-state or out-of-state school-related programs, conventions or seminars and/or any commodities, equipment, travel expenses, purchased services or school supplies which the local school governing board, in its discretion, shall deem beneficial to the official or extracurricular programs of the district, including items which may subsequently become the personal property of individuals, including yearbooks, athletic apparel, book covers and trophies. Activity funds may be used to pay travel expenses of school district personnel. The local school governing board shall be authorized and empowered to promulgate rules and regulations specifically designating for what purposes school activity funds may be expended. The local school governing board shall provide (i) that such school activity funds shall be maintained and expended by the principal of the school generating the funds in individual bank accounts, or (ii) that such school activity funds shall be maintained and expended by the superintendent of schools in a central depository approved by the board. The local school governing board shall provide that such school activity funds be audited as part of the annual audit required in Section 37-9-18. The State Auditor shall prescribe a uniform system of accounting and financial reporting for all school activity fund transactions;
- (t) To contract, on a shared savings, lease or lease-purchase basis, for energy efficiency services and/or equipment as provided for in Section 31-7-14. ~~not to exceed ten (10) years;~~
- (u) To maintain accounts and issue pay certificates on school food service bank accounts;

(v)(i) To lease a school building from an individual, partnership, nonprofit corporation or a private for-profit corporation for the use of such school district, and to expend funds therefor as may be available from any nonminimum program sources. The school board of the school district desiring to lease a school building shall declare by resolution that a need exists for a school building and that the school district cannot provide the necessary funds to pay the cost or its proportionate share of the cost of a school building required to meet the present needs. The resolution so adopted by the school board shall be published once each week for three (3) consecutive weeks in a newspaper having a general circulation in the school district involved, with the first publication thereof to be made not less than thirty (30) days prior to the date upon which the school board is to act on the question of leasing a school building. If no petition requesting an election is filed prior to such meeting as hereinafter provided, then the school board may, by resolution spread upon its minutes, proceed to lease a school building. If at any time prior to said meeting a petition signed by not less than twenty percent (20%) or fifteen hundred (1500), whichever is less, of the qualified electors of the school district involved shall be filed with the school board requesting that an election be called on the question, then the school board shall, not later than the next regular meeting, adopt a resolution calling an election to be held within such school district upon the question of authorizing the school board to lease a school building. Such election shall be called and held, and notice thereof shall be given, in the same manner for elections upon the questions of the issuance of the bonds of school districts, and the results thereof shall be certified to the school board. If at least three-fifths (3/5) of the qualified electors of the school district who voted in such election shall vote in favor of the leasing of a school building, then the school board shall proceed to lease a school building. The term of the lease contract shall not exceed twenty (20) years, and the total cost of such lease shall be either the amount of the lowest and best bid accepted by the school board after advertisement for bids or an amount not to exceed the current fair market value of the lease as determined by the averaging of at least two (2) appraisals by certified general appraisers licensed by the State of Mississippi. The term "school building" as used in this paragraph (v)(i) shall be construed to mean any building or buildings used for classroom purposes in connection with the operation of schools and shall include the site therefor, necessary support facilities, and the equipment thereof and appurtenances thereto such as heating facilities, water supply, sewage disposal, landscaping, walks, drives and playgrounds. The term "lease" as used in this paragraph (v)(i) may include a lease/purchase contract;

(ii) If two (2) or more school districts propose to enter into a lease contract jointly, then joint meetings of the school boards having control may be held but no action taken shall be binding on any such school district unless the question of leasing a school building is approved in each participating school district under the procedure hereinabove set forth in paragraph (v)(i). All of the provisions of paragraph (v)(i) regarding the term and amount of the lease contract shall apply to the school boards of school districts acting jointly. Any lease contract executed by two (2) or more school districts as joint lessees shall set out the amount of the aggregate lease rental to be paid by each, which may be agreed upon, but there shall be no right of occupancy by any lessee unless the aggregate rental is paid as stipulated in the lease contract. All rights of joint lessees under the lease contract shall be in proportion to the

amount of lease rental paid by each;

- (w) To employ all noninstructional and nonlicensed employees and fix the duties and compensation of such personnel deemed necessary pursuant to the recommendation of the superintendent of schools;
- (x) To employ and fix the duties and compensation of such legal counsel as deemed necessary;
- (y) Subject to rules and regulations of the State Board of Education, to purchase, own and operate trucks, vans and other motor vehicles, which shall bear the proper identification required by law;
- (z) To expend funds for the payment of substitute teachers and to adopt reasonable regulations for the employment and compensation of such substitute teachers;
- (aa) To acquire in its own name by purchase all real property which shall be necessary and desirable in connection with the construction, renovation or improvement of any public school building or structure. Whenever the purchase price for such real property is greater than Fifty Thousand Dollars (\$50,000.00), the school board shall not purchase the property for an amount exceeding the fair market value of such property as determined by the average of at least two (2) independent appraisals by certified general appraisers licensed by the State of Mississippi. If the board shall be unable to agree with the owner of any such real property in connection with any such project, the board shall have the power and authority to acquire any such real property by condemnation proceedings pursuant to Section 11-27-1 et seq., Mississippi Code of 1972, and for such purpose, the right of eminent domain is hereby conferred upon and vested in said board. Provided further, that the local school board is authorized to grant an easement for ingress and egress over sixteenth section land or lieu land in exchange for a similar easement upon adjoining land where the exchange of easements affords substantial benefit to the sixteenth section land; provided, however, the exchange must be based upon values as determined by a competent appraiser, with any differential in value to be adjusted by cash payment. Any easement rights granted over sixteenth section land under such authority shall terminate when the easement ceases to be used for its stated purpose. No sixteenth section or lieu land which is subject to an existing lease shall be burdened by any such easement except by consent of the lessee or unless the school district shall acquire the unexpired leasehold interest affected by the easement;
- (ab) To charge reasonable fees related to the educational programs of the district, in the manner prescribed in Section 37-7-335;
- (ac) Subject to rules and regulations of the State Board of Education, to purchase relocatable classrooms for the use of such school district, in the manner prescribed in Section 37-1-13;
- (ad) Enter into contracts or agreements with other school districts, political subdivisions or

- governmental entities to carry out one or more of the powers or duties of the school board, or to allow more efficient utilization of limited resources for providing services to the public;
- (ae) To provide for in-service training for employees of the district.
 - (af) As part of their duties to prescribe the use of textbooks, to provide that parents and legal guardians shall be responsible for the textbooks and for the compensation to the school district for any books which are not returned to the proper schools upon the withdrawal of their dependent child. If a textbook is lost or not returned by any student who drops out of the public school district, the parent or legal guardian shall also compensate the school district for the fair market value of the textbooks;
 - (ag) To conduct fund-raising activities on behalf of the school district that the local school board, in its discretion, deems appropriate or beneficial to the official or extracurricular programs of the district; provided that:
 - (i) Any proceeds of the fund-raising activities shall be treated as "activity funds" and shall be accounted for as are other activity funds under this section; and
 - (ii) Fund-raising activities conducted or authorized by the board for the sale of school pictures, the rental of caps and gowns or the sale of graduation invitations for which the school board receives a commission, rebate or fee shall contain a disclosure statement advising that a portion of the proceeds of the sales or rentals shall be contributed to the student activity fund;
 - (ah) To allow individual lessons for music, art and other curriculum-related activities for academic credit or nonacademic credit during school hours and using school equipment and facilities, subject to uniform rules and regulations adopted by the school board;
 - (ai) To charge reasonable fees for participating in an extracurricular activity for academic or nonacademic credit for necessary and required equipment such as safety equipment, band instruments and uniforms;
 - (aj) To conduct or participate in any fund-raising activities on behalf of or in connection with a tax-exempt charitable organization;
 - (ak) To exercise such powers as may be reasonably necessary to carry out the provisions of this section;
 - (al) To expend funds for the services of nonprofit arts organizations or other such nonprofit organizations who provide performances or other services for the students of the school district;
 - (am) To expend federal funds, or any other available funds that are expressly designated and authorized for that use, to pay training, educational expenses, salary incentives and salary supplements to employees of local school districts; except that incentives shall not be

considered part of the local supplement as defined in Section 37-151-5(o), nor shall incentives be considered part of the local supplement paid to an individual teacher for the purposes of Section 37-19-7(1). Mississippi Adequate Education Program funds or any other state funds may not be used for salary incentives or salary supplements as provided in this paragraph (mm);

- (an) To use any available funds, not appropriated or designated for any other purpose, for reimbursement to the state-licensed employees from both in-state and out-of-state, who enter into a contract for employment in a school district, for the expense of moving when the employment necessitates the relocation of the licensed employee to a different geographical area than that in which the licensed employee resides before entering into the contract. The reimbursement shall not exceed One Thousand Dollars (\$1,000.00) for the documented actual expenses incurred in the course of relocating, including the expense of any professional moving company or persons employed to assist with the move, rented moving vehicles or equipment, mileage in the amount authorized for county and municipal employees under Section 25-3-41 if the licensed employee used his personal vehicle or vehicles for the move, meals and such other expenses associated with the relocation. No licensed employee may be reimbursed for moving expenses under this section on more than one (1) occasion by the same school district. Nothing in this section shall be construed to require the actual residence to which the licensed employee relocates to be within the boundaries of the school district that has executed a contract for employment in order for the licensed employee to be eligible for reimbursement for the moving expenses. However, the licensed employee must relocate within the boundaries of the State of Mississippi. Any individual receiving relocation assistance through the Critical Teacher Shortage Act as provided in Section 37-159-5 shall not be eligible to receive additional relocation funds as authorized in this paragraph;
- (ao) To use any available funds, not appropriated or designated for any other purpose, to reimburse persons who interview for employment as a licensed employee with the district for the mileage and other actual expenses incurred in the course of travel to and from the interview at the rate authorized for county and municipal employees under Section 25-3-41;
- (ap) Consistent with the report of the Task Force to Conduct a Best Financial Management Practices Review, to improve school district management and use of resources and identify cost savings as established in Section 8 of Chapter 610, Laws of 2002, local school boards are encouraged to conduct independent reviews of the management and efficiency of schools and school districts. Such management and efficiency reviews shall provide state and local officials and the public with the following:
 - (i) An assessment of a school district's governance and organizational structure;
 - (ii) An assessment of the school district's financial and personnel management;
 - (iii) An assessment of revenue levels and sources;

- (iv) An assessment of facilities utilization, planning and maintenance;
 - (v) An assessment of food services, transportation and safety/security systems;
 - (vi) An assessment of instructional and administrative technology;
 - (vii) A review of the instructional management and the efficiency and effectiveness of existing instructional programs; and
 - (viii) Recommended methods for increasing efficiency and effectiveness in providing educational services to the public;
- (aq) To enter into agreements with other local school boards for the establishment of an educational service agency (ESA) to provide for the cooperative needs of the region in which the school district is located, as provided in Section 37-7-345.
- (ar) To implement a financial literacy program for students in Grades 10 and 11. The board may review the national programs and obtain free literature from various nationally recognized programs. After review of the different programs, the board may certify a program that is most appropriate for the school districts' needs. If a district implements a financial literacy program, then any student in Grade 10 or 11 may participate in the program. The financial literacy program shall include, but is not limited to, instruction in the same areas of personal business and finance as required under Section 37-1-3(2)(b). The school board may coordinate with volunteer teachers from local community organizations, including, but not limited to, the following: United States Department of Agriculture Rural Development, United States Department of Housing and Urban Development, Junior Achievement, bankers and other nonprofit organizations. Nothing in this paragraph shall be construed as to require school boards to implement a financial literacy program;
- (as) To collaborate with the State Board of Education, Community Action Agencies or the Department of Human Services to develop and implement a voluntary program to provide services for a full-day prekindergarten program that addresses the cognitive, social, and emotional needs of four-year-old and three-year-old children. The school board may utilize any source of available revenue to fund the voluntary program. Effective with the 2013-2014 school year, to implement voluntary prekindergarten programs under the Early Learning Collaborative Act of 2013 pursuant to state funds awarded by the State Department of Education on a matching basis;
- (at) With respect to any lawful, written obligation of a school district, including, but not limited to, leases (excluding leases of sixteenth section public school trust land), bonds, notes, or other agreement, to agree in writing with the obligee that the Department of Revenue or any state agency, department or commission created under state law may:

- (i) Withhold all or any part (as agreed by the school board) of any monies which such local school board is entitled to receive from time to time under any law and which is in the possession of the -Department of Revenue, or any state agency, department or commission created under state law; and
- (ii) Pay the same over to any financial institution, trustee or other obligee, as directed in writing by the school board, to satisfy all or part of such obligation of the school district.

The school board may make such written agreement to withhold and transfer funds irrevocable for the term of the written obligation and may include in the written agreement any other terms and provisions acceptable to the school board. If the school board files a copy of such written agreement with the Department of Revenue, or any state agency, department or commission created under state law then the Department of Revenue or any state agency, department or commission created under state law shall immediately make the withholdings provided in such agreement from the amounts due the local school board and shall continue to pay the same over to such financial institution, trustee or obligee for the term of the agreement.

This paragraph (tt) shall not grant any extra authority to a school board to issue debt in any amount exceeding statutory limitations on assessed value of taxable property within such school district or the statutory limitations on debt maturities, and shall not grant any extra authority to impose, levy or collect a tax which is not otherwise expressly provided for, and shall not be construed to apply to sixteenth section public school trust land;

- (au) With respect to any matter or transaction that is competitively bid by a school district, to accept from any bidder as a good faith deposit or bid bond or bid surety, the same type of good faith deposit or bid bond or bid surety that may be accepted by the state or any other political subdivision on similar competitively bid matters or transactions. This paragraph (uu) shall not be construed to apply to sixteenth section public school trust land. The school board may authorize the investment of any school district funds in the same kind and manner of investments, including pooled investments, as any other political subdivision, including community hospitals;
- (av) To utilize the alternate method for the conveyance or exchange of unused school buildings and/or land, reserving a partial or other undivided interest in the property, as specifically authorized and provided in Section 37-7-485, Mississippi Code of 1972;
- (aw) To delegate, privatize or otherwise enter into a contract with private entities for the operation of any and all functions of nonacademic school process, procedures and operations including, but not limited to, cafeteria workers, janitorial services, transportation, professional development, achievement and instructional consulting services materials and products, purchasing cooperatives, insurance, business manager services, auditing and accounting services, school safety/risk prevention, data processing and student records, and other staff services; however, the authority under this paragraph does not apply to the leasing, management or operation of sixteenth section lands. Local

school districts, working through their regional education service agency, are encouraged to enter into buying consortia with other member districts for the purposes of more efficient use of state resources as described in Section 37-7-345.

- (ax) To partner with entities, organizations and corporations for the purpose of benefiting the school district; and
- (ay) To borrow funds from the Rural Economic Development Authority for the maintenance of school buildings.
- (az) To fund and operate voluntary early childhood education programs, defined as programs for children less than five (5) years of age on or before September 1, and to use any source of revenue for such early childhood education programs. Such programs shall not conflict with the Early Learning Collaborative Act of 2013 and;
- (ba) To issue and provide for the use of procurement cards by school board members, superintendents and licensed school personnel consistent with the rules and regulations of the Mississippi Department of Finance and Administration under Section 31-7-9; and
- (bb) To conduct an annual comprehensive evaluation of the superintendent of schools consistent with the assessment components of paragraph (ap) of this section and the assessment benchmarks established by the Mississippi School Boards Association to evaluate the success the superintendent has attained in meeting district goals and objectives, the superintendent's leadership skills and whether or not the superintendent has established appropriate standards for performance, is monitoring success and is using data for improvement.

LEGAL REF.: MS Code ' 37-7-301

PROCESS STANDARDS

Additional statutory and regulatory requirements for school boards and school districts are made part of the state process for school accreditation and accountability. Please refer to the most recent edition of the Mississippi Public School Accountability Standards (MPSAS).

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Section: B School Board Operations

Policy Code: BBJ Review of Board Procedures

Policy:

REVIEW OF BOARD PROCEDURES

This school board shall periodically establish realistic objectives related to board procedures, district goals, and the board-superintendent relationship, and shall, at specified intervals, measure its performance against the stated objectives.

The following areas of school board operations and relationships are representative of those in which objectives may be set and progress appraised:

1. Board Meetings
2. Policy Development
3. Fiscal Management
4. Board Role in Academic Program Development
5. New Board Member Orientation
6. Board Member Development & Continuing Education
7. Board Officers' Performance
8. Board-Superintendent Relationship
9. Board-Staff Relationships
10. Board-Community Relationships
11. Legislative and Governmental Relations
12. Relations with the Media
13. Crisis Management

The superintendent and other administrative officers who work regularly with the board shall be asked to participate in this review. ~~Note: A board of trustees of a school district may not formulate policy by way of a telephone conference or poll. (Attorney General Opinion: Mayfield, 1-23-01) (#272) (2001-0004)~~

LEGAL REF: Attorney General Opinion. Mayfield, 1-23-01 (#272)(2001-0004)

CROSS REF.: Policies ABB - Board Powers and Duties
CEB - Duties of Superintendent
BBD - Board-School Superintendent Relations
BBG - Consultants to the Board

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: B School Board Operations

Policy Code: BCBK Executive Sessions

Policy:

EXECUTIVE SESSIONS

The board may go into executive session for those reasons listed in the Open Meetings Act (MS Code ' 25-41-7). An executive session shall be limited to matters allowed to be exempted from open meetings and shall be applicable to that particular meeting on that particular day. Nothing shall be construed to require that any meeting be closed to the public, nor shall any executive session be used to circumvent or defeat the purposes of the Open Meetings Law.

The stated reason for going into executive session and no other topic may be discussed in the session. If another topic needs to be discussed in executive session other than the one first stated and the second is a legitimate topic for executive session discussion, then the board must come back into open session and repeat the process as outlined below.

This school board may enter into an executive session from an open meeting only, for the transaction of public business by the following procedure:

1. Any board member may request by motion a closed determination upon the issue of whether or not to declare an executive session. A second is not necessary. At this point the meeting is to be temporarily closed and the room cleared.
2. If after a discussion of the reasons for going into an executive session a motion is made, seconded and approved by 3/5 of the members present, the president is to briefly reopen the meeting and announce publicly that the board is going into executive session and give the reasons therefor.
3. The meeting is then closed and in executive session.

PERMISSIBLE REASONS

Executive sessions shall be limited to the following matters which are allowed to be exempted from open meetings:

- a. Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position.
- b. Strategy sessions or negotiations with respect to prospective litigation, litigation or issuance of a detrimental effect on the litigating position of the public body.
- c. Transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices.

- d. Investigative proceedings by any public body regarding allegations of misconduct or violation of law.
- e. Any body of the Legislature which is meeting on matters within the jurisdiction of such body.
- f. Cases of extraordinary emergency which would pose immediate or irrevocable harm or damage to persons and/or property within the jurisdiction of such public body.
- g. Transaction of business and discussion regarding the prospective purchase, sale or leasing of lands.
- h. Discussions between a school board and individual students who attend a school within the jurisdiction of such school board or the parents or teachers of such students regarding problems of such students or their parents or teachers.
- i. Transaction of business and discussion concerning the preparation of tests for admission to practice in recognized professions.
- j. Transaction of business and discussions or negotiations regarding the location, relocation or expansion of a business or industry.
- k. Transaction of business and discussions regarding employment and termination of employees. The exemption provided in this paragraph includes the rights to hold closed meetings concerning employees as such exemption relates to their deletion from any budget subject to approval of the public body. Final budgetary adoption shall not be taken in executive session.

MINUTES

The minutes of the board must reflect that the board voted for a closed session and that a second motion was made and adopted for the specific reason to go into executive session.

Minutes taken during executive session must adhere to the same requirements as for regular board meetings. However, when the board deems it advisable to protect the personal identity of an employee or student, a numerical reference or other coding device may be used in the minutes.

Section 25-41-11 requires that minutes of all meetings (whether in open or executive session) of a public body include the following items:

- a. Listing of members present and absent.
- b. Date, time, and place of the meeting.
- c. An accurate recording of any final actions taken at the board meeting.

- d. A record, by individual member, of any votes taken.
- e. Any other information that the board requests be included or reflected in the minutes.

EXECUTIVE SESSION ATTENDANCE

The board may designate those persons it wishes to be present during an executive session. It is a matter of good practice for the superintendent to be present at all times, unless there is discussion of his/her compensation or an evaluation of his/her performance. When there is discussion of personnel, pending litigation or other such sensitive matters, it is best that the board follows the advice of the school board attorney.

When there is a discussion of discipline or special needs of a child, attendance will be limited to the parent or legal guardian of the child. The child or parent/guardian of a child may be represented by an attorney. If an attorney is present as legal counsel, the attorney must state for recording in the minutes that he/she is representing the child or parent/guardian. Other school officials may be called into the session if needed to provide relevant information for the discussion.

ENFORCEMENT OF OPEN MEETINGS LAW

The Mississippi Ethics Commission shall have the authority to enforce the provisions of this chapter upon a complaint filed by any person. Upon receiving a complaint, the commission shall forward a copy of the complaint to the head of the public body involved. The public body shall have fourteen (14) days from receipt of the complaint to file a response with the commission. After receiving the response to the complaint or, if no response is received after fourteen (14) days, the commission, in its discretion, may dismiss the complaint or proceed by setting a hearing in accordance with rules and regulations promulgated by the Ethics Commission.

If the Ethics Commission finds that a member or members of a public body has willfully and knowingly violated the provisions of this chapter, the Ethics Commission may impose a civil penalty upon the individual members of the public body found to be in violation of the provision of this chapter in a sum not to exceed Five Hundred Dollars (\$500.00) for a first offense and One Thousand Dollars (\$1,000.00) for a second or subsequent offense, plus all reasonable expenses incurred by the person or persons in bringing the complaint to enforce this chapter.

TELECONFERENCE OR VIDEO MEETING

In the event that this board finds it necessary to conduct a meeting through means of teleconference or video, the board shall adhere to the requirements of the Open Meetings Law, as specified in Section 25-41-5 of the MS Code.

~~ATTORNEY GENERAL OPINIONS~~

- ~~1. A school board that enters into executive session to discuss a sensitive personnel issue and subsequently comes out of executive session, adjourns, and announces its decision~~

~~without taking a vote on the issue, as reflected in the minutes, has not acted on the issue. Pursuant to 25-41-11, minutes must be kept of all meetings of a public body, including executive sessions. Only actions that are duly and properly reflected in the minutes may be considered as an action by the board. Once the board votes upon and approves the minutes, it is evident that only those actions specified in the minutes were taken by the board, and no other actions were taken. There is no authority that would allow a school board to take an affirmative action without a vote. (Attorney General Opinion No. 2001-0093, Mabry, March 23, 2001.)~~

- ~~2. Whether or not the salary or compensation of a particular official or employee is the proper subject for the declaration of an executive session under the Open Meetings Act is a factual matter that must be determined by the public body. However, general across the board salary increases are public knowledge and not a proper subject for the declaration of an executive session. (Attorney General Opinion. Clements, 2-8-02) (#272) (2002-0022)~~

LEGAL REF.: MS CODE ' 25-41-7 and ' 25-41-11; Attorney General Opinion No. 2001-0093, Mabry, March 23, 2001 and Clements, 2-8-02(#272)(2002-0022)

CROSS REF.: Policies BCAD Teleconference or Video Board Meeting
BCBH Minutes of Board Meetings

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: C General School Administration

Policy Code: CA General School Administration Goals and Objectives

Policy:

GENERAL SCHOOL ADMINISTRATION GOALS AND OBJECTIVES

The superintendent and other central office administrators take active leadership roles in the implementation of educational policies and programs.

Active leadership on the part of the administration ensures successful implementation of school board policies and continual improvement of the educational system.

The district's administrative organization shall be designed so that all divisions and departments of the central office and all schools are part of a single system guided by board policies which are implemented through the superintendent. Principals and central office administrators are expected to administer their units in accordance with board policy and the superintendent's rules and procedures. In addition, vision, initiative, resourcefulness, and wise leadership are essential for effective administration.

The school board shall be responsible for clearly specifying requirements and expectations of the superintendent, holding the superintendent accountable by evaluating how well those requirements and expectations have been met. The superintendent shall be responsible for clearly specifying requirements and expectations for all other administrators and holding each of them accountable.

ADMINISTRATIVE OPERATIONS

The school board delegates to the superintendent responsibility for the administration of the schools. His/her authority to administer stems not only from this action but also from powers conferred upon him/her by the Mississippi School Laws and the regulations of the State Board of Education.

To guide the superintendent in determining the pattern of his/her administrative operations, the board offers the following statements of intent:

1. The board will devote its major effort to clarifying and establishing goals for the school system, to weighing and adopting policies to guide the professional staff, to appraising results achieved in relation to the goals, and to performing such ministerial functions as required by law and state regulations.
2. The board does not wish unnecessary barriers erected between itself and members of the professional staff, or between and among residents and parents of the city, students of the schools, and members of the professional staff. The board values the most free interchange of ideas as preeminently desirable in the school system. Nothing should be allowed to interrupt the free and open flow of ideas and assistance among personnel at every level.

3. The board encourages the superintendent to keep abreast of and to apply the best known administrative concepts and procedures designed to harness the total talents of the school system's personnel in enthusiastic pursuit of the schools' goals.

LINE OF RESPONSIBILITY

Each employee of the school district, except the board attorney, shall be responsible to the board of trustees through the superintendent.

From students, responsibility flows directly through teachers, principals, assistant superintendent, superintendent, to the board.

Whenever possible, each member of the staff shall be made responsible to only one immediate superior for any one function.

Each member of the staff shall be told to whom he is responsible, and for what functions.

All personnel shall refer matters requiring administrative action to the administrative officer immediately in charge of the area in which the problem arises. Administrative officers shall refer such matters to the next higher authority when necessary.

LINE AND STAFF RELATIONSHIPS

The central office administrative staff is responsible for over-all system-wide educational leadership and for coordinating the educational program within policy established by the board. All system-wide services emanate from the central office. All official system-wide committees, councils, and coordinating groups shall be based in the central office.

The principal of each school is the responsible administrator in the building. All personnel, both professional and non-instructional, who work in the school either on a full or part-time basis are responsible administratively to the principal. All contacts with personnel, instructional or non-instructional, are made through the principal's office.

At no time should there exist an occasion in which the school is without a designated leader whether it be the principal or the designee of the principal. This order of authority will be communicated by the principal to the staff of the school. The principal will not be absent from the school campus during the regular school day without notifying the superintendent, or designee, unless a designated licensed staff member has been placed in charge to assume the responsibilities of the principal.

Major goals of administration in the district shall be to:

1. Manage the district's various departments, units, and programs effectively;
2. Provide professional advice and counsel to the board and to advisory groups established

by board action. Preferably, where feasible, this will be done through reviewing alternatives, analyzing the advantages and disadvantages of each, and recommending a selection from among the alternatives;

3. Implement the management function so as to assure the best and most effective learning programs, through achieving such subgoals as (a) providing leadership in keeping abreast of current educational developments; (b) arranging for the staff development necessary to the establishment and operation of learning programs that better meet more learner needs; (c) coordinating cooperative efforts at improvement of learning programs, facilities, equipment, and materials; and (d) providing access to the decision-making process for improvement ideas of staff, students, parents, and others.

The Mississippi Public School Accountability Standard for this policy is standard 1.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies ABB - Board Powers and Duties

BA - Board Operations Goals and Objectives Mission Statement

CEB - Duties of Superintendent

CC - Organization Charts

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Last Review Date: _____

Review History:[1/1/1900][1/1/1901]

Section: C General School Administration

Policy Code: CI Administrative Personnel Intern Program

Policy:

ADMINISTRATIVE PERSONNEL INTERN PROGRAM

An administrative intern program may be established and maintained to provide the district with a group of well-trained personnel eligible for service as administrators and to provide a means through which personnel who desire to become school administrators may achieve training and experience which will prepare them to perform that function either within or outside the district.

The State Board of Education is authorized to establish rules and regulations and to administer the licensure process of the school administrators in the State of Mississippi. There will be four (4) categories of administrator licensure with exceptions only through special approval of the State Board of Education.

- a. **Administrator License B - Nonpracticing.** Those educators holding administrative endorsement but have no administrative experience or not serving in an administrative position on January 15, 1997.
- b. **Administrator License B - Entry Level.** Those educators holding administrative endorsement and having met the Department's qualifications to be eligible for employment in a Mississippi school district. Administrator License - B Entry level shall be issued for a five-year period and shall be non-renewable.
- c. **Standard Administrator License B - Career Level.** An administrator who has met all the requirements of the Department for standard administrator licensure.
- d. **Administrator License B - Nontraditional Route.** The State Board of Education may establish a nontraditional route for licensing administrative personnel. Such nontraditional route for administrative licensure shall be available for persons holding, but not limited to, a master of business administration degree, a master of public administration degree, a master of public planning and policy degree or a doctor of jurisprudence degree from an accredited college or university, with five (5) years of administrative or supervisory experience. Successful completion of the requirements of alternate route licensure for administrators shall qualify a person for standard administrator license.

~~Beginning with the 1997-98 school year, Individuals seeking school administrator licensure under paragraph (b), (c) or (d) shall successfully complete a training program and an assessment process prescribed by the State Board of Education. Applicants seeking school administrator licensure prior to June 30, 1997, and completing all requirements for provisional or standard administrator certification and who have never practiced, shall be exempt from taking the Mississippi Assessment Battery Phase I. Applicants seeking school administrator licensure~~

~~during the period beginning July 1, 1997 through June 30, 1998, shall participate in the Mississippi Assessment Battery, and upon request of the applicant, the Department shall reimburse the applicant for the cost of the assessment process required. After June 30, 1998,~~ All applicants for school administrator licensure shall meet all requirements prescribed by the Department under paragraph (b), (c) or (d), and the cost of the assessment process required shall be paid by the applicant. '37-3-2 (7)

RECIPROCITY

The Department shall grant a standard license to any individual who possesses a valid standard license from another state and meets minimum Mississippi license requirements or equivalent requirements as determined by the State Board of Education. The issuance of a license by reciprocity to a military-trained applicant or military spouse shall be subject to the provisions of Section 73-50-1.

The Department shall grant a nonrenewable special license to any individual who possesses a credential which is less than a standard license or certification from another state. Such special license shall be valid for the current school year plus one (1) additional school year to expire on June 30 or the second year, not to exceed a total period of twenty-four (24) months, during which time the applicant shall be required to complete the requirements for a standard license in Mississippi. '37-3-2 (8)

LICENSE RENEWAL AND REINSTATEMENT

The State Board of Education is authorized to establish rules and regulations for the renewal and reinstatement of educator and administrator licenses. Effective May 15, 1997, the valid standard license held by an educator shall be extended five (5) years beyond the expiration date of the license in order to afford the educator adequate time to fulfill new renewal requirements established pursuant to this subsection. An educator completing the master of education, educational specialist or doctor of education degree in May 1997 for the purpose of upgrading the educator's license to a higher class shall be given this extension of five (5) years plus five (5) additional years for completion of a higher degree. '37-3-2 (9)

NOTE: For information on the Beginning Principal Support Pilot Program, please contact the School Executive Management Institute at the Mississippi Department of Education.

LEGAL REF.: MS CODE as cited

CROSS REF.: Policies CBG Administrative and Supervisory Personnel Positions

CGD Administrative Personnel Hiring

CK Administrative Personnel Professional Development Opportunities

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policies as appropriate to meet the needs of the local school system. All policies should be carefully reviewed by the board of education's legal counsel.

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

OK
CH 10/26/20

Section: D Fiscal Management

Policy Code: DJEIB Acceptance of Gifts From Vendors or Suppliers

Policy:

Acceptance of Gifts From Vendors or Suppliers

The _____ school board believes that all employees should maintain integrity with students, colleagues, parents, patrons, vendors, and businesses when accepting gifts, gratuities, favors, and additional compensation. No matter how well-meaning or well-intentioned a gift, the potential exists for impropriety or the appearance of impropriety to be present because of the existence and acceptance of the gift.

Acceptance of modest entertainment such as a meal or refreshments in connection with attendance at conferences, training events, professional meetings and events sponsored by industrial, technical, professional, or educational associations is not considered a gift.

Definition of Gift: Any gratuity, discount, gift card, food or drink item, entertainment, loan, honoraria for speaking engagements, or other tangible or intangible item having monetary value.

Prohibition: No board member or employee shall solicit any personal favor, gift, gratuity, or offer of entertainment directly or indirectly from a supplier, vendor, or service providers who is doing or seeking to do business with the school district. Board members or school employees shall never accept gifts during the bidding process, in the waiting period for renewal of a contract or agreement, or at a time when negotiations with vendors, suppliers, or service providers are ongoing.

Reporting: Any gift(s) accepted personally by any employee of the school district from any supplier or vendor shall be reported to the employee's immediate supervisor, who shall report acceptance of such gift(s) to the superintendent who shall bring the issue before the board at the board's next regular meeting.

The school board must formally approve acceptance of all personal gifts to school board members and employees from suppliers, service providers and vendors.

Tax Liability: All cash or gift cards redeemable for cash are taxable to the employee, even when given as a gift. Non-cash gifts of minimal value, such as a holiday turkey, mostly are not taxable for employees if they are under \$100 \$75 per year. Any gifts worth more than \$100 \$75 is taxable.

Professional Staff: School employees shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents, or other persons or organizations in recognition or appreciation of service.

Ethical Conduct: Ethical conduct includes, but is not limited to, the following

- a. Insuring that institutional privileges are not used for personal gain
- b. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization

Unethical Conduct: Unethical conduct includes, but is not limited to, the following:

- a. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local school board.
- b. Tutoring students assigned to the educator for remuneration unless approved by the local school board

LEGAL REF.: Mississippi Educators' Code of Conduct: Standard 8. Remunerative Conduct

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: E Business Management

Policy Code: EM Hazardous Materials

Policy:

Asbestos Hazard Emergency Response Act (AHERA) Compliance

The Asbestos Hazard Emergency Response Act (AHERA) requires public school districts to inspect their schools for asbestos-containing building material, prepare management plans, and take action to prevent or reduce asbestos hazards. In order to comply with AHERA, the _____ School District will:

1. Perform an original inspection to determine whether asbestos-containing materials are present and then re-inspect asbestos-containing material in each school every three (3) years,
2. Develop, maintain, and update an asbestos management plan and keep a copy at the school,
3. Provide yearly notification to parent, teacher, and employee organizations on the availability of the school's asbestos management plan and any asbestos-related actions taken or planned in the school,
4. Designate a contact person to ensure the responsibilities of the _____ School District are properly implemented,
5. Perform **periodic** surveillance of each **building** known or suspected to **contain** asbestos-containing building material **every six (6) months**, and
6. Ensure that trained and licensed professionals perform inspections and take response actions.

Each person performing periodic surveillance shall:

1. Visually inspect all areas that are identified in the management plan as asbestos-containing building materials or assumed asbestos-containing building materials.
2. Record the date of the surveillance, his or her name, and any changes in the condition of the materials.
3. Submit to the person designated to carry out general district responsibilities under § 763.84 a copy of such record for inclusion in the management plan.

In addition to the above requirements, the _____ School District will ensure that all members of the **maintenance and custodial staff** who may work in a building with asbestos-containing building materials will have the required asbestos-awareness training of at least two (2) hours, **whether or not they are required to work with asbestos-containing building materials**. All new custodial staff must be trained within sixty (60) days of hire. Training shall include, but not be limited to:

1. Information regarding asbestos and its various uses and forms.
2. Information on the health effects associated with asbestos exposure.
3. Locations of asbestos-containing building materials identified throughout each school

- building in which they work.
4. Recognition of damage, deterioration, and delamination of asbestos-containing building materials.
 5. Name and telephone number of the person designated to carry out general local district responsibilities under § 763.84 and the availability and location of the management plan.

The district shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of asbestos-containing building materials shall receive the training described above and fourteen (14) hours of additional training. Additional training shall include, but not limited to:

1. Descriptions of the proper methods of handling asbestos-containing building materials.
2. Information on the use of respiratory protection as contained in the EPA/NIOSH *Guide to Respiratory Protection for the Asbestos Abatement Industry*, September 1986 (EPA 560/OPPTS-86-001), available from the Director, Environmental Assistance Division (7408), Office of Pollution Prevention and Toxics, U.S. Environmental Protection Agency, and other personal protection measures.
3. The provisions of § 763.91, appendices A, C, and D of this subpart E of this part, EPA regulations contained in 40 CFR part 763, subpart G, and in 40 CFR part 61, subpart M, and OSHA regulations contained in 29 CFR 1926.58.
4. Hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

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Section: E Business Management

Policy Code: EP Drones (Unmanned Aircraft Systems)

Policy:

Drones (Unmanned Aircraft Systems)

The Federal Aviation Administration (FAA) is responsible for regulating the use of Unmanned Aircraft Systems (UAS).

Understanding that airborne UAS/drones poses a safety hazard, the _____ School District forbids anyone from flying a drone or any remote-controlled aircraft in the skies over any of its school campuses or school properties, including, but not limited to individual schools within the district, football stadiums, and athletic fields without authorization from the FAA.

The FAA has serious concerns about the safety of operating UAS near people or stadiums. Therefore, any school personnel and/or students operating UAS/drones shall familiarize themselves with the FAA website: http://www.faa.gov/uas/model_aircraft/. *(The site provides links at the left side and bottom of the home page to the three different types of UAS Operations.)*

Additionally, the following four links are beneficial as a reference by illustrating the Do's and Don'ts of UAS flying pictorially and also the various types of No Drone Zone signage examples for designated prohibited areas, and should be reviewed by any staff and/or students operating or considering operating UAS/drones.

- <http://www.faa.gov/uas>
- http://www.faa.gov/uas/publications/media/27231_FAA_KBYF_lores.pdf
- http://www.faa.gov/uas/no_drone_zone/
- http://www.faa.gov/uas/getting_started/

The superintendent or his/her designee shall report any unauthorized operation of UAS/drones over school property to law enforcement authorities and/or the FAA.

Any person violating this policy could be subject to immediate removal from school property and could be **banished banishment** from school property. Violators will also be reported to **the** appropriate law enforcement **including to-include** the FAA.

Any student violating this policy shall be dealt with according to the district's "student code of conduct." Any school district employee violating this policy shall be subject to formal disciplinary action.

This policy shall not apply to any drone program provided in accordance with the Mississippi Department of Education rules and regulations.

Legal Reference: FAA Modernization and Reform Act of 2012 Public Law 112-95; Chapter 447

of Title 49 of the United States Code; 49 U.S.C. 40102; 14 C.F.R parts 1 & 1.1.

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Exhibits:

[FAA_UAS-DRONE-LE_reference_card.pdf](#)

Section: F Facility Expansion

Policy Code: FB Naming of School Facilities

Policy:

NAMING OF SCHOOL FACILITIES

It shall be the policy of this school district to name school facilities for persons of good character and prominence who have made outstanding contributions to the school system. The board will consider requests from school and community groups in the naming of a portion of a building, a single building on a campus with multiple building, or a specific area on a school campus. Special consideration will be given to those names that have special meaning to students and citizens.

CRITERIA

In order for an individual to have a school facility named in her/his honor, the individual must have the unanimous support of the school board, as indicated by a 5-0 vote legally recorded in the school board minutes, and also must meet the following criteria:

1. The individual must have made a major contribution to the school system. The contribution made may be through:
 - a. financial support;
 - b. school, community, state or national work that led to the improvement of school facilities;
 - c. the advancement and enrichment of student learning;
 - d. the enhancement of instruction; and/or
 - e. acclaim or distinction to the school district.
2. The individual must have been deceased for three or more years.

BOARD RESOLUTION

Before a school facility is named for an individual, the board shall approve this action through board resolution. The resolution shall indicate the contribution made by the individual and the significance of her/his contribution for the school district.

School facilities named for a person will retain that person's name as part of the building's name for as long as the facility is used for instructional purposes by the school district. Exceptions to this stipulation may be made by the board at its discretion.

The Mississippi Public School Accountability Standard for this policy is standard 12.

LEGAL REF.: MS Code ' 37-7-301(~~d~~)

~~Mississippi Public School Accountability Standards~~

CROSS REF.: Sample Policy FA - Facility Expansion Goals and Objectives

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: G Personnel

Policy Code: GAA Professional Educator Code of Conduct

Policy:

PROFESSIONAL EDUCATOR CODE OF ETHICS AND STANDARDS OF CONDUCT

All professional educators in the school district shall comply with the Mississippi Professional Educator Code of Ethics and Standards of Conduct as outlined in Mississippi Department of Education policy Rules 14.10 and 14.17.

The superintendent or his or her designee shall establish procedures to assure that all school district employees comply with this policy. The procedures shall include, but are not limited to:

1. Providing all licensed employees [**Optional language: all employees**] with a copy of the Mississippi Educator Code of Ethics and Standards of Conduct;
2. Maintaining a signed statement in each licensed employee's [**Optional language: all employees**] personnel file verifying that he or she has been given notice of the Mississippi Educator Code of Ethics and Standards of Conduct;
3. Advising all licensed employees that his or her contract with the school district is subject to the Mississippi Educator Code of Ethics and Standards of Conduct; and may be revoked or suspended pursuant to its terms; and
4. Providing annual in-service training for all employees on the Mississippi Professional Educator Code of Ethics and Standards of Conduct.

The Superintendents shall report to the Mississippi Department of Education all license holders who engage in unethical conduct relating to an educator/student relationship.

The Mississippi Public School Accountability Standard for this policy is standard 2.

~~EXHIBIT: Professional Educator Code of Ethics and Standards of Conduct.~~

CROSS REFERENCE: GAB – Employee Conduct

CB – Ethics

LEGAL REFERENCE: Mississippi Department of Education policy Rules 14.10 and 14.17.

MS Code Sections: 37-3-51(1),(2)(a-1),(3)—Notification of Dept of Education; 37-3-2(11)(a-h), 37-3-2(12)(a-i)—Denial of application; 37-3-2 (13)(a-c) Dismissal; 37-9-57—Abandonment of employment; 37-16-4—Enforcement and penalty for test violations.

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Exhibits:

GAA prof Ed Ethics form.pdf

MS Educator Code of Ethics and Standards of Conduct.pdf

Section: G Personnel

Policy Code: GAAB Handbooks

Policy:

Employee and Student Handbooks

District handbooks shall contain important and up-to-date information for both employees and students regarding district expectations and directives while on school property or at school sponsored events. This school board recognizes the importance of maintaining a separate handbook for both employees and students which shall function under the authority of the approved board policy, as a means of communication for students, staff, and parents. Any and all handbooks shall be updated annually and remain consistent with current board policies and procedures.

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: G Personnel

Policy Code: GAH Community / Parent Relations

Policy:

COMMUNITY / PARENT RELATIONS

The school board directs the superintendent to implement a program of effective community involvement for staff that includes parents, businesses, and community groups.

The Mississippi Public School Accountability Standard for this policy is standard 12.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

CROSS REF.: Policies KCB - Community Involvement in Decisionmaking

LA – Parental Engagement ~~Involvement~~

LAA - Title I Parent Engagement ~~Involvement~~

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Last Review Date: _____

Review History:[1/1/1900][1/1/1901]

New

Section: G Personnel

Policy Code: GBEN Possession of Weapons on School Premises

Policy:

Possession of Weapons on School Premises

The possession of any weapon, as defined in policy JCDAE, on school premises or at any school-related activity by any employee of the district, including those employees having a license or permit for possession of a firearm pursuant to Miss. Code Section 45-9-101 and/or Section 97-37-7, unless an exception under the law applies, is prohibited. Employees in violation of this policy shall be disciplined accordingly, including possible termination of employment.

It is the responsibility of every employee to report to his/her principal or immediate supervisor or the person responsible for supervising a school-related activity or event any knowledge of the possession of a weapon on school premises or at any school-related activity or event by any employee of the district. Appropriate steps shall then be taken to carry out the intent of this policy, including notification to police officials, so that employees in possession of weapons are promptly removed from school premises or school-related activities or events and/or are refused admittance to school premises, buildings, activities or events.

This policy is not meant, in any way, to limit the authority or duty of any school resource officer or of any law enforcement officer to carry their issued firearm.

LEGAL REF: MS Code as cited.

CROSS REF: Policy JCDAE – Weapons
Policy JCBF – Reporting of Unlawful or Violent Acts

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Section: G Personnel

Policy Code: GBQ Professional Personnel Retirement

Policy:

PROFESSIONAL PERSONNEL RETIREMENT

Professional educators shall be retired from public employment under such conditions and provisions established by the Public Employee Retirement System (PERS). ' 25-11-101 et seq.

~~ATTORNEY GENERAL OPINION~~

~~Q: — May a superintendent or school board give retirees who worked in a school district free lifetime passes to all sports events as a retirement gift?~~

~~A: — A school board would have no authority to award gifts to employees upon retirement. See Article 4, Section 96 of the Mississippi Constitution. (Attorney General's Opinion to Necaise dated December 20, 2002)~~

LEGAL REF.: MS CODE as cited; Attorney General Opinion. Necaise 12-20-2002 re: lifetime passes

CROSS REF.: Policy GBRJ-R - Substitute Teachers

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

District: Stone County School District
Section: I - Instructional Program
Policy Code: ICI - Health and Physical Education

MSB/A

HEALTH AND PHYSICAL EDUCATION

This school board, acting through the Superintendent and administration, seeks to provide a program of health and physical education in the schools to encourage students to make choices that promote physical health and well-being.

1. The local school board of each school district shall establish a local school health council for each school which shall ensure that local community values are reflected in the local school's wellness plan to address school health. Such councils shall be established no later than November 1, 2006.
2. The local school health council's duties may include the following:
 - a. Recommend age appropriate curriculum and the number of hours of instruction to be provided in health and physical education provided that the number of hours shall not be less than required by MS Code Section 37-13-134
 - b. Recommend appropriate practices that may include a coordinated school health program designed to prevent obesity, cardiovascular disease, Type II diabetes and other health risks through coordination of:
 - i. Health education;
 - ii. Physical education;
 - iii. Nutritional services;
 - iv. Parental/Community involvement;
 - v. Instruction to prevent the use of tobacco, drugs and alcohol;
 - vi. Physical activity;
 - vii. Health services;
 - viii. Healthy environment;
 - ix. Counseling and psychological services.
 - x. Healthy lifestyles; and
 - xi. Staff wellness.
 - c. Provide guidance on the development and implementation of the local school wellness plan.
3. The local school board shall appoint members to the local school health council. At a minimum, the school board shall appoint one (1) person from each of the following groups:
 - a. Parents who are not employed by the school district;
 - b. The director of local food services
 - c. Public schoolteachers;
 - d. Public school administrators;
 - e. District students;
 - f. Health care professionals;
 - g. The business community;
 - h. Law enforcement;

- i. Senior citizens;
- j. The clergy;
- k. Nonprofit health organizations; and
- l. Faith-based organizations.

Nothing in this section shall be construed to prohibit or limit the sale or distribution of any food or beverage item through fund-raisers conducted by students, teachers, school groups, or parent groups when the items are intended for sale off the school campus.

LEGAL REF.: MS CODE ' 37-13-134 (8) and ' 37-13-134 (9) (2007)

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Adopted Date:

Approved/Revised Date:

Section: I Instructional Program

Policy Code: IDAG Dual Enrollment

Policy:

Dual Enrollment Credit

Eligible students may participate in the dual enrollment program established by this school district in compliance with the Mississippi Code of 1972, Section 37-15-38.

~~(a)~~ A dual enrolled student is a student who is enrolled in a community or junior college or state institution of higher learning while enrolled in high school.

~~(b)~~ A dual credit student is a student who is enrolled in a community or junior college or state institution of higher learning while enrolled in high school and who is receiving high school and college credit for postsecondary coursework.

(1) Dual credit program allowances. A student may be granted credit delivered through the following means:

(a) Examination preparation taught at a high school by a qualified teacher. A student may receive credit at the secondary level after completion of an approved course and passing the standard examination, such as an Advanced Placement or International Baccalaureate course through which a high school student is allowed CLEP credit by making a three (3) or higher on the end-of-course examination.

(b) College or university courses taught at a high school or designated postsecondary site by a qualified teacher who is an employee of the school district and approved as an instructor by the collaborating college or university.

(c) College or university courses taught at a college, university or high school by an instructor employed by the college or university and approved by the collaborating school district.

(d) Online courses of any public university, community or junior college in Mississippi.

(2) Admission criteria for dual enrollment in community and junior college or university programs. Students may be admitted to enroll in community or junior college courses under the dual enrollment programs if they meet that individual institution's stated dual enrollment admission requirements.

(3) Tuition and cost responsibility. Tuition and costs for university-level courses and community and junior college courses offered under a dual enrollment program shall be the responsibility of the parents or legal guardians of the student. Payment for tuition and any other costs shall be made directly to the credit-granting institution.

(4) Transportation responsibility. Any transportation required by a student to participate in

the dual enrollment program is the responsibility of the parent, custodian or legal guardian of the student.

(5) *School district average daily attendance credit.* When dually enrolled, the student **shall** be counted, for adequate education program funding purposes, in the average daily attendance of the public school district in which the student attends high school.

(6) *High school student transcript transfer requirements.* Grades and college credits earned by a student admitted to a dual credit program **must shall** be recorded on the high school student record and on the college transcript at the university or community or junior college where the student attends classes.

(7) *Eligible courses for dual credit programs.* Courses eligible for dual credit include, but are not necessarily limited to, foreign languages, advanced math courses, advanced science courses, performing arts, advanced business and technology, and career and technical courses. Distance Learning Collaborative Program courses shall be fully eligible for dual credit. All courses being considered for dual credit must receive unconditional approval from the superintendent of the local school district and the chief instructional officer at the participating community or junior college or university in order for college credit to be awarded. A university or community or junior college shall make the final decision on what courses are eligible for semester hour credits.

(8) *High school Carnegie unit equivalency.* One (1) three-hour university or community or junior college course is equal to one (1) high school Carnegie unit.

(9) *Maximum dual credits allowed.* It is the intent of the **dual enrollment** program to make it possible for every eligible student who desires to earn a semester's worth of college credit in high school to do so. A qualified dually enrolled high school student **must shall** be allowed to earn an unlimited number of college or university credits for dual credit.

(10) *Qualifications of dual credit instructors.* A dual credit academic instructor must meet the requirements set forth by the regional accrediting association (Southern Association of College and Schools). University and community and junior college personnel have the sole authority in the selection of dual credit instructors. A dual credit career and technical education instructor must meet the requirements set forth by the Mississippi Community College Board in the qualifications manual for postsecondary career and technical personnel.

The superintendent and/or designee shall develop procedures to support this policy.
Legal Reference – 37-15-38 Mississippi Code of 1972

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Section: I Instructional Program

Policy Code: IK Limited English Proficiency Instruction

Policy:

LIMITED ENGLISH PROFICIENCY INSTRUCTION

The MSBA Sample Board of Education will provide a program of language instruction to students who have limited English proficiency. Student participation in any language instruction program or instruction in English as a second language is voluntary and requires written parental permission.

IDENTIFICATION

Students who meet any one or more of the following criteria shall be identified as being limited in English proficiency. A student who:

1. Was not born in the United States or whose native language is a language other than English and comes from an environment where a language other than English is dominant; **or**
2. Is a Native American or Alaskan Native or who is a native resident of the outlying areas and comes from an environment where a language other than English has had a significant impact on the student's level of English language proficiency; **or**
3. Is migratory and whose native language is other than English and comes from an environment where a language other than English is dominant; **and**
4. Who has sufficient difficulty speaking, reading, writing, or understanding the English language and whose difficulties may deny such individual the opportunity to learn successfully in classrooms where the language of instruction is English or to participate fully in our society.

REQUIREMENTS

If this district receives federal funding for Limited English Proficient (LEP) Programs, the following will be provided:

1. Parents will be notified of their student's placement in a language program and their options associated with that placement. Notification will include the reasons for identifying the child as LEP and the reasons for placing the child in the specified program.
2. Students will participate in regular assessments in a manner that will yield an accurate assessment. Test waivers may be granted on a case-by-case basis for LEP students who demonstrate unusual and unique circumstances; however, students who have been educated in the United States for three years are required to participate in reading/language arts assessment in English.

3. Certification that teachers in the program are fluent in English as well as other languages used in instruction (if the district receives sub grants).
4. Evaluation of the program and the academic success and language achievement of the students in the program. Parents will be notified of:
 - A. Their child's level of English proficiency and how such a level was assessed.
 - B. The status of their child's academic achievement.
 - C. The method of instruction used in the program in which the child is placed, and the methods of instruction used in other available programs.
 - D. Information as to how the program will meet their child's educational strengths, assist him/her to learn English, and meet age-appropriate academic achievement standards.
 - E. Exit requirements for the program.
 - F. If the child has a disability, a statement as to how the LEP will meet the objectives of the child's IEP.

Consequences of inadequate yearly progress include notification of parents, development of improvement plans, and restructuring of programs or the district will lose federal funds. For non-English speaking parents, the district will arrange to provide translations of this information in their native language.

ENROLLMENT

Every public school in the United States is required to provide a free and equitable education to all school age children who live within the boundaries of the Local Educational Agency (LEA), regardless of immigration status. Several laws protect the rights of English Learners (ELs) and their families, particularly during the enrollment process. These protections are provided because many EL students' levels of transiency and lack of English proficiency make them a particularly vulnerable population.

When enrolling students, LEAs may not request information from students or their parents or guardians in order to deny access to public schools on the basis of race, color, or national origin.

Parent(s) or Legal Guardians(s) must be present when enrolling the child. A child will not be enrolled if a parent or legal guardian is not present at the time of enrollment.

CROSS REF.: Policies IDDF Special Education Programs
II Testing Programs

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education adopting MSBA sample policies should use the samples as a framework or starting point and, after carefully reviewing the applicable laws, regulations and state rules, modify the policies as appropriate to meet the needs of the local school system. All policies should be carefully reviewed by the board of education's legal counsel.

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: J Students

Policy Code: JB Students Complaints of Sexual Discrimination / Harassment -- Title IX

Policy:

STUDENTS COMPLAINTS OF SEXUAL DISCRIMINATION/HARASSMENT – TITLE IX

Title IX of the Education Amendments of 1972 is an anti-discrimination law that states no person in the United States, on the basis of sex, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The policy of this board forbids unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature amounting to or constituting harassment and/or discrimination against any student in the district. The board of education will not tolerate sexual harassment activity by any of its students.

The _____ School District has appointed an employee to serve as the Title IX Coordinator for the district. This person is authorized to coordinate the district's compliance efforts under this law. Because this policy is not amended each time the Title IX Coordinator changes, please contact the superintendent, the federal programs director, or any principal to request the name and contact information of the current Title IX Coordinator. The Title IX Coordinator is also identified with specificity in the district's student handbook, faculty handbook, and on the district website.

DEFINITIONS

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the Title IX Coordinator or to any student of the school district. All employees of the district are mandatory reporters under Title IX.

The **“complainant”** is the person who is alleged to be the victim of sexual harassment.

“Deliberate indifference” is when a district's response is clearly unreasonable in light of known circumstances.

An **“educational program or activity”** includes any location, event, or circumstance over which the educational institution exhibits substantial control over both the alleged harasser and the context in which the harassment occurred. This includes programs or activities which occur on-campus or off-campus and can involve the use of email, social media, or other technologies. 34 C.F.R. § 106.44(a)

A **“formal complaint”** of sexual harassment is defined as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegations.

The **“respondent”** is the individual who has been reported to be the perpetrator of the sexual harassment.

“Sexual harassment” is defined as conduct on the basis of sex that meets one or more of the following:

1. An employee of the recipient conditioning the provision of an aid, benefit or service of the educational institution on an individual’s participation in unwelcome sexual conduct (quid pro quo sexual harassment);
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the educational institution’s education program or activity; or
3. Conduct on the basis of sex that meets one or more of the following: “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30)

“Supportive measures” are non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to a complainant or a respondent before or after the filing of a formal complaint or where a complaint has not been filed. Supportive measures should be designed to restore or preserve equal access to the educational program or activity without unreasonable burdening the other party. Examples of supportive measures include, but are not limited to:

1. Counseling
2. Course Modification
3. Schedule Changes
4. Increased Monitoring or Supervision

If the district does not offer supportive measures, the records should document why the response was not clearly unreasonable under the known circumstances.

INDIVIDUALS AND CONDUCT COVERED

These policies apply to all students and employees of _____ School District, and third parties, persons hired to provide contracted services, and persons volunteering at school activities. Conduct prohibited by these policies is unacceptable in all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs occur on campus, on a bus, or at another location away from campus. Individuals who violate these policies will be subject to disciplinary action, up to and including suspension or expulsion (if a student) or suspension or termination of employment (if any employee), and in egregious situations, law enforcement officials will be notified as required by law.

PARENTAL INVOLVEMENT

Parents/Guardians of students have the right to act on behalf of the complainant, the respondent, or other individuals at any time.

The district will obtain consent from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18), and inform parents/guardians of the

complainant that the complainant may be accompanied by a parent/guardian during all steps of the complaint procedure.

The Title IX Coordinator shall contact the parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

REPORTING

Any person may report sex discrimination or sexual harassment regardless of whether the person is the alleged victim. These reports may be made in person, by mail, by telephone, or email to the Title IX Coordinator, or by any other means that results in receipt by the Title IX Coordinator. For K-12 educational institutions, actual notice of sexual harassment is notice of sexual harassment or allegations of sexual harassment made to any employee.

Consistent with Title IX, a school must respond when:

1. The school has actual knowledge of sexual harassment;
2. That occurred within the school's education program or activity;
3. Against a person in the United States.

Nothing in this policy or any other policy impedes or precludes a student, the student's parents, a school employee, or school officials from directly reporting to law enforcement officials any behavior that constitutes a violation of criminal law or any applicable laws.

It is prohibited to knowingly make a false discrimination, harassment, or retaliation report or provide false information in an investigation. Individuals who knowingly file a false or misleading complaint alleging harassment, discrimination or retaliation or provide false information in an investigation are subject to appropriate disciplinary actions.

RETALIATION

The _____ School District encourages reporting all incidents of discrimination or harassment. Retaliation is prohibited against any person for the purpose of interfering with Title IX rights or because the person participated, or refused to participate, in any manner in a proceeding under Title IX regulations. The district must keep confidential the identity of a person who complains of or reports sexual harassment, including parties and witnesses, except as permitted by law to carry out the purpose of the regulations. 34 C.F.R. § 106.71

Retaliation against an individual for reporting harassment or discrimination or for participation in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will subject an individual to disciplinary action.

RECORDS

Any records related to reports of sexual harassment must be kept for a minimum of seven (7) years, including:

1. Investigative Records
2. Disciplinary Records
3. Remedies
4. Appeals
5. Records of action taken including supportive measures

The district must also retain for seven (7) years any materials used to train Title IX Coordinators, investigators, decision-makers, and any employee designated to facilitate an informal process. Training materials will also be posted on the district website.

LEGAL REF.: 1972 Education Amendments, Title VII and Title IX, Clery Act, 20 U.S.C. § 1092(f), Violence Against Women Act, 34 U.S.C. § 12291(a)

CROSS REF.: Policies GAAA Equal Opportunity Employment
GAE-R Licensed Staff Complaints and Grievances
GAEA Staff Protection

Sample Policy Disclaimer: MSBA policies are provided solely as a sample. Any board of education adopting MSBA sample policies should use the samples as a framework or starting point and, after carefully reviewing the applicable laws, regulations and state rules, modify the policies as appropriate to meet the needs of the local school system. All policies should be carefully reviewed by the board of education's legal counsel.

Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Exhibits:
JB-P Student Complaints of Sexual Discrimination Harassment -- Title IX.docx

THIS IS NOW AN EXHIBIT TO JB

JB-P

STUDENTS COMPLAINTS OF SEXUAL DISCRIMINATION/HARASSMENT – TITLE IX PROCEDURES

Employees and students in the _____ School District are protected from sexual discrimination, including sexual harassment, by Title IX of the Education Amendment of 1972 to the Civil Rights Act. It is the intent of the Board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited.

Each employee in the district is a mandatory reporter of child abuse. The district will respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment.

The district will ensure reasonable prompt timeframes are met for the completion of the grievance process, this includes filing and resolving appeals while accounting for delays such as law enforcement involvement, absence of a witness, party, etc. with written notice to both parties explaining the reasons for delay.

Parents/guardians of students have the right to act on behalf of the complainant, the respondent, or other individuals at any time.

GENERAL RESPONSE

The district will respond promptly to actual knowledge of sexual harassment in an educational program or activity in a manner that is not deliberately indifferent. The records should reflect that the district's response was not deliberately indifferent and that measures were taken to restore or preserve equal access to the educational program or activity. The district will treat complainants and respondents equitably by:

1. Offering supportive measures to a complainant, and
2. Following a grievance process before imposing any disciplinary sanctions on a respondent.

The Title IX Coordinator is required to contact the complainant promptly, even if a formal complaint has not been filed, to:

1. Discuss the availability of supportive measures,
2. Consider the complainant's wishes regarding supportive measures,

3. Inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and
4. Explain the process for filing a formal complaint.

The district will provide the equitable treatment of the parties which includes:

1. Providing remedies to a complainant after a determination of responsibility against a respondent, and
2. Following a grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures.
3. Remedies may include supportive measures but may also include punishing the respondent.

INFORMAL RESOLUTION

At any point during the formal complaint process, the district may offer to facilitate an informal process that does not require a full investigation as long as both parties receive written notice of their rights and the parties provide written, voluntary consent.

The district will obtain consent from the parents/guardians of a student in order to initiate an investigation where the complainant or alleged victim is under the age of eighteen (18), and will inform parents/guardians of the complainant that the complainant may be accompanied by a parent/guardian during all steps of the complaint procedure. If the complainant, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

The district will ensure that no conflict of interest exists against a complainant or respondent by the Title IX Coordinator, investigator, decision-maker or any person designated to facilitate an informal process.

1. These individuals will be trained on the definition of sexual harassment, the scope of the district's program or activity, how to conduct an investigation and grievance process, hearings, appeals, and informal processes.
2. Investigators will be trained on how to prepare an investigation report.
3. Decision-makers will be trained on issues of evidence and questioning.

No offer can be made to facilitate an informal resolution process unless a formal complaint has been filed.

No offer can be made for an informal resolution in the context of a complaint alleging that an employee harassed a student.

FORMAL COMPLAINT PROCESS

- For all formal complaints, a preponderance of the evidence OR a clear and convincing (DISTRICT MUST CHOOSE ONE) standard will be used.
- The Title IX Coordinator shall contact the parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.
- The complainant may file a formal complaint with the Title IX Coordinator by any method made available by the district. At the time of filing, the complainant must be participating in or attempting to participate in the educational program or activity of the educational institution. The Title IX Coordinator may sign a complaint which would trigger an investigation, however, this does not make the Title IX Coordinator a part in the grievance process. A formal grievance procedure in some cases may need to be implemented over the complainant's objection. Even if the complainant is not a willing participant in the investigation, the complainant will be informed of supportive measures and will be provided written notice of the steps in the grievance procedure.
- No hearing is required. School officials may determine that hearings will be held in certain circumstances. With or without a hearing, the district will provide each party the opportunity to submit, after completion of the investigative report, written, relevant questions that the party wants asked of another party or witness, provide each party with the answers, and provide for limited follow-up questions. No evidence or questions will be allowed that constitute or seek legally privileged information, unless that privilege is waived.
- The district will:
 1. Ensure that the burden of proof and gathering evidence rests on the district rather than the parties
 2. Provide an equal opportunity for the parties to present witnesses and evidence.
 3. Not restrict either party's ability to discuss the allegations or gather and present evidence.
 4. Provide the same opportunity to have others present during interviews or other proceedings, including an advisor.
 5. Provide written notice, to a party who is invited or expected to attend, the date, time, participants, purpose, and location of any investigative interview or other meeting with enough time to allow the party to prepare or participate.

6. Provide both parties and their advisors, if any, an equal opportunity to review all evidence that is directly related to the allegations in the formal complaint, including evidence on which the educational institution does not intend to rely and any exculpatory or inculpatory evidence from any source; must be provided prior to the completion of the final investigative report and in time to give the parties at least ten (10) days to prepare a written response, which investigator must consider before completing the investigation report.

7. Prepare a written investigation report that fairly summarizes the relevant evidence and provide the report to the parties and their advisors at least ten (10) days before a determination of responsibility.

- The district will also provide written notice to all known parties, and the parents/guardians of know parties, where applicable, upon receipt of a formal complaint in sufficient time to give the respondent time to prepare a response before an initial interview. Notice will include the following:

1. Notice of the grievance process, including any informal resolution process.

2. Notice of the allegations with sufficient detail to allow the respondent to prepare a response (names, dates, conduct, location, etc.)

3. A statement that the respondent is presumed not responsible for the conduct and responsibility will be determined at the conclusion of the grievance process.

4. Notice of the parties' right to have an advisor (may be an attorney) and to inspect and review evidence.

5. Notice of any provision in the code of conduct that prohibits knowingly making false statements or providing false information.

Appeal

- The district will offer both parties the right to appeal a determination of responsibility and the district 's dismissal of a complaint or any allegations for the following:

1. A procedural irregularity that affected the outcome

2. New evidence that was not reasonably available at the time of the determination and could affect the outcome, or

3. Conflict of interest on the part of the Title IX Coordinator, investigator, or decision-maker that affected the outcome.

- The district will ensure that any appeal process is conducted in a timely manner and that the appeal decision-maker is free from any bias or conflicts of interest.
- The decision-maker cannot be the investigator or the Title IX Coordinator. The decision-maker must issue a written determination of responsibility that:
 1. Identifies the allegations that potentially constitute sexual harassment
 2. Describes the district's procedural steps taken from the receipt of the complaint to the determination
 3. Includes findings of fact supporting the determination
 4. Includes conclusions regarding application of the code of conduct to the facts
 5. Includes a statement of, and a rationale for, the result as to each allegation, including a determination of responsibility, any disciplinary sanctions, and whether remedies to restore or preserve equal access to the district's program or activity will be provided to the complainant, and
 6. Includes procedures for appeals.
- The district will issue a written decision describing the result of the appeal and the rationale for the result. The district will also ensure that written notice is provided to both parties of the appeal and provide both parties an equal opportunity to submit a written statement in support of, or challenging, the determination. A written statement will be provided to both parties simultaneously.

RESPONDENT

A presumption will be given to the respondent that he/she is not responsible for the alleged conduct until a determination has been made at the conclusion of the grievance process. The district will objectively evaluate all available evidence without making credibility determinations based on a party's status as a complainant, respondent, or witness.

Title IX regulations allow the district to immediately remove a respondent from the education program or activity on an emergency basis if:

1. The district conducts an individualized safety and risk analysis, and
2. Determines that an emergency removal is necessary to protect a student or other individual from an immediate threat to physical health or safety
3. The district must provide the respondent with notice and an opportunity to challenge the decision immediately after removal.

CONSOLIDATION

Where allegations arise out of the same facts or circumstances, formal complaints can be consolidated against more than one respondent, by more than one complainant against one or more respondents, or by one party against another party.

DISMISSAL

The formal complaint must be dismissed if the allegations do not constitute sexual harassment as defined, the action did not occur in the district's program or activity, or the action did not occur against a person in the United States.

The formal complaint may be dismissed if:

1. The complainant notifies the Title IX Coordinator at any time that he/she wishes to withdraw the complaint or allegation,
2. If the respondent's enrollment or employment ends, or
3. If specific circumstances prevent the district from gathering evidence.

Notice of dismissal must be provided to both parties, including the reasons for dismissal

JB-P

~~STUDENTS COMPLAINTS OF SEXUAL DISCRIMINATION/HARASSMENT—TITLE IX PROCEDURES~~

~~Students in this School District are protected from sexual discrimination, including sexual harassment, by Title IX of the Education Amendment of 1972 to the Civil Rights Act. It is the intent of the Board to maintain an environment free from sexual harassment of any kind. Therefore, unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature amounting to or constituting harassment are prohibited. The Final Rule requires a K-12 school to respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment.~~

~~This complaint procedure shall provide a process for filing, processing and resolving complaints on such matters. Adherence to these procedures is mandatory. The failure of any person to follow these procedures will constitute a waiver of the right to pursue a complaint at any level, including review by the Board.~~

~~For all formal complaints, a preponderance of the evidence OR clear and convincing (DISTRICT MUST CHOOSE ONE) standard will be used.~~

I. DEFINITIONS

A. ~~"Sexual harassment" exists when unwelcomed sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature meets one of the following criteria:~~

- ~~1. QUID PRO QUO HARASSMENT: Submission to, or rejection of, the conduct is made, either implicitly or explicitly, used as the basis for any decision affecting a Complainant's academic status or progress, or access to benefits and services, honors, programs, or activities, a term or condition for a student's assignment of grades, promotion or other school-related benefit.~~
- ~~2. DENIAL OF EQUAL EDUCATIONAL ACCESS: Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access.
QUID PRO QUO HARASSMENT: Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting that individual.~~
- ~~3. HOSTILE ENVIRONMENT HARASSMENT: Such conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it creates an intimidating, hostile, or offensive environment. This includes, sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)). has the purpose or effect of unreasonably interfering with the student's work performance or creating an intimidating, hostile or offensive teaching or learning environment.~~

B. ~~A "complaint" is a report by any student, a parent, legal guardian or custodian of a student or any employee which alleges that a policy or practice of the District or a practice or act of any of its employees or students has discriminated against a student on the basis of sex, including sexual harassment.~~

C. ~~The "complainant" an individual who is alleged to be the victim of conduct that could constitute sexual harassment, is the student or parent, legal guardian or custodian of a student or employee who submits a complaint.~~

D. ~~A "day" means a working day and does not include holidays and/or weekends.~~

E. ~~A "formal complaint" as a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment and states:~~

- ~~1. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the school with which the formal complaint is filed.~~
- ~~2. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the~~

~~Title IX Coordinator under the Final Rule, and by any additional method designated by the school.~~

- ~~F. The "respondent" is the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.~~
- ~~G. "Supportive measures" are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, or deter sexual harassment. Supportive measures are based on what is not clearly unreasonable in light of the known circumstances.~~
- ~~H. The "Title IX Coordinator" is the person(s) designated to coordinate the District's efforts to comply with and carry out responsibilities under Title IX and other state and federal laws addressing equal educational opportunity.~~
- ~~I. A "day" means a working day and does not include holidays and/or weekends.~~

~~II. GENERAL RULES~~

- ~~A. No in person hearing is required in the K-12 context under Title IX of the Education Amendment of 1972 to the Civil Rights Act. If a hearing is unneeded, all parties involved will be afforded the right to ask questions of the other parties and received answers to those questions after the completion of an investigation. If a hearing is needed, the procedures below will be followed.~~
- ~~B. The Title IX Coordinator must promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.~~
- ~~C. Since it is important that complaints be filed and processed as rapidly as possible, the number of days indicated at each step are considered to be maximum and every effort will be made to expedite the process. At any step in the complaint procedure, the time limits may be extended only when necessary under the circumstances. In no event shall these procedures be extended for more than a 90 day period.~~
- ~~D. If a review is not requested at any step within the time allotted and if the decision at the prior step found a reasonable basis to believe that an employee has engaged in any sexual misconduct or involvement with any student under the age of 18, the Title IX Coordinator shall, immediately upon the expiration of the allotted time, submit such information to the superintendent. The superintendent shall make such information~~

available to the appropriate District Attorney as required by District policy and Mississippi law.

- E. ~~Facts elicited during the complaint procedure are confidential and do not become part of a student's permanent record. A copy of documents, communications and records dealing with the processing of a complaint will be filed in a separate file as designated by the superintendent. The school must keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding.~~
- F. ~~Facts elicited during the complaint procedure that result in adverse disciplinary action against an employee become part of that employee's personnel file.~~
- G. ~~The failure of a complainant to proceed from one step to the next within the set time limits, without being granted an extension of time by the Title IX Coordinator, shall be deemed to be an acceptance of the decision previously rendered and shall eliminate any future review concerning that particular complaint.~~
- H. ~~The failure of the reviewing officer(s) to communicate his decision to the complainant or respondent within the time limits shall permit the complainant or respondent to proceed to the next step.~~
- I. ~~The complainant may withdraw his complaint at any step without reprisal. However, a complainant shall not be permitted to refile the same complaint once withdrawn unless it is within the initial time period.~~
- J. ~~No reprisal shall be invoked against the complainant for filing a complaint or against any person for participation in any way in this procedure.~~
- K. ~~If the complaint is against the student's principal, the complainant may go directly to the Title IX Coordinator.~~
- L. ~~If the allegations in a formal complaint do not meet the definition of sexual harassment under Title IX, the school must dismiss such allegations for purposes of Title IX, but may still address the allegations in accordance with district code of conduct.~~

III. PROCEDURES FOR PROCESSING A COMPLAINT

Party/Parties Involved Action Required

- A. ~~Complainant—Within 5 days from the time a complaint becomes known, the complainant must complete and submit to the Title IX Coordinator a written "Title IX Report" form. The report must state the respondent's name, the nature and date of the alleged violation, the names of any witnesses to such alleged violation and requested action. Forms shall be available from all principals' offices and from the Title IX Coordinator.~~

- ~~B. Title IX Coordinator—Within 2 days from receipt of the written complaint, the Title IX Coordinator shall notify the respondent in writing. The Title IX Coordinator shall also provide a statement stating that the respondent is presumed not responsible for the conduct and responsibility will be determined at the conclusion of the grievance process.~~
- ~~C. Respondent—Within 5 days, the respondent shall be required to respond in writing to the Title IX Coordinator, as follows:~~
- ~~1. Confirm or deny the facts as alleged;~~
 - ~~2. Indicate acceptance or rejection of the complainant's requested action; or~~
 - ~~3. Outline alternative actions.~~
- ~~D. Title IX Coordinator—Within 5 days from receipt of the respondent's response, the Title IX Coordinator shall provide an initial response to the complainant and respondent, stating initial conclusions of fact and proposed action, if any. Notice of any provisions in the code of conduct that prohibits knowingly making false statements or providing false information in the grievance process shall also be provided to the complainant and respondent.~~
- ~~E. Complainant or Respondent—Within 5 days of receiving the initial response, the complainant or respondent may request, in writing, a hearing on the matter.~~
- ~~F. Title IX Coordinator—Upon receipt of a written request for hearing, the Title IX Coordinator shall schedule a hearing to be held within 5-10 days before an unbiased panel of 3-5 district employees. The Title IX Coordinator shall give written notice of such hearing to the complainant, respondent, student's principal or employee's supervisor, superintendent and other appropriate witnesses, if applicable.~~
- ~~G. Title IX Coordinator, Grievant, Respondent, Title IX Hearing Panel—Within 5-10 days of the receipt of the written request for a hearing by the Title IX Coordinator, a hearing shall be before an unbiased panel of 3-5 District employees. The Title IX Coordinator shall facilitate the hearing, at which the following rules shall apply:~~
- ~~1. The hearing shall be informal and the legal rules of evidence and procedure shall not apply.~~
 - ~~2. The complainant and respondent shall be permitted to submit written evidence and to bring witnesses before the panel.~~
 - ~~3. The Title IX Hearing Panel members may question any witnesses brought before them.~~

- ~~4. The complainant and respondent shall be permitted to make a statement before the panel and may be permitted to examine their witnesses and to cross-examine witnesses actually presented by the other parties.~~
 - ~~5. Representation of the complainant or respondent by other individuals shall not be permitted.~~
 - ~~6. The Title IX Coordinator shall create and maintain a record of the hearing which shall include the names of all witnesses, all investigation reports, a summary of all witness testimony and all documentary evidence.~~
- ~~H. Title IX Hearing Panel—Within 5 days after the hearing, the Title IX Hearing Panel shall issue a written decision which shall include findings of fact and recommended action.~~
- ~~I. Title IX Coordinator—Upon receipt of the decision of the Title IX Hearing Panel, the Title IX Coordinator shall provide a copy of such decision to the complainant, respondent, principal or supervisor and superintendent.~~
- ~~J. Complainant or Respondent—If the complainant or respondent is not satisfied with the decision, he/she may request a review by the superintendent. The request for such review must be made in writing to the Title IX Coordinator within 5 days of receipt of the Panel's decision.~~
- ~~K. Title IX Coordinator—Upon receipt of a request for review by the superintendent, the Title IX Coordinator shall notify the superintendent of such request and submit to the superintendent the record of the hearing, the Panel decision and all related documents.~~
- ~~L. Superintendent—Within 10 days of notice of request for review, the superintendent shall review the record and Panel decision and shall issue a decision. The superintendent may concur in the findings and recommendations of the Panel or may make alternate findings and recommendations. The superintendent shall have his decision provided to the Title IX Coordinator, complainant, respondent and the principal or supervisor within the 10 day period.~~
- ~~M. Complainant or Respondent—Within 5 days of the receipt of the superintendent's decision, if dissatisfied with the decision, the complainant or respondent must submit a written request for review by the school board to the Title IX Coordinator.~~
- ~~N. Title IX Coordinator—Upon receipt of the request for review, the Title IX Coordinator must schedule a review before the governing school board to be held at the Board's next regular or special meeting, but in no event more than 30 days from such request. The Title IX Coordinator shall provide the board members with copies of the hearing record, all investigation reports, the Panel decision, the superintendent's decision and all related documents.~~

~~O. School Board, Title IX Coordinator, Complainant, Respondent—Within 30 days of the request for review, the board shall review the hearing record, all investigation, all reports, the Panel decision, the superintendent's decision and all related records. The review is not a hearing and no party has the right to present further witnesses or other evidence or to examine any witness or party. However, the board may, in its discretion, permit statements of limited duration from the complainant or his representative and the respondent or his representative. All usual rules of board procedure shall apply. Furthermore, the board may, in its discretion, require that the review be conducted in closed or executive session.~~

~~P. School Board—Within 10 days of the review, the board shall issue a final written decision. The board may concur in the findings of the superintendent and direct that the recommended actions be taken or may make alternate findings and direct appropriate actions be taken by the superintendent or other appropriate administrator. The decision of the board is final.~~

Section: J Students

Policy Code: JBA Compulsory School Attendance/School Age

Policy:

COMPULSORY SCHOOL ATTENDANCE

The term "minor" when used in any statute, shall include any person, male or female, under twenty-one years of age. MS Code ' 1-3-27

This school district shall comply with the requirements of the "Mississippi Compulsory School Attendance Law" (' 37-13-91). Appropriate reports as required by law shall be provided to the Mississippi Department of Education's Office of Compulsory School Attendance Enforcement.

COMPULSORY- SCHOOL-AGE CHILD

"Compulsory-school-age child" means a child who has attained or will attain the age of six (6) years on or before September 1 of the calendar year and who has not attained the age of seventeen (17) years on or before September 1 of the calendar year; and shall include any child who has attained or will attain the age of five (5) years on or before September 1 and has enrolled in a full-day public school kindergarten program. ' 37-13-91 (2) (f) (2013)

Compulsory-school-age children must be enrolled in school unless the child is:

1. Physically, mentally or emotionally incapable of attending school as determined by the appropriate school official based upon sufficient medical documentation;
2. Enrolled in and pursuing a course of special education, remedial education or education for handicapped or physically or mentally disadvantaged children; or
3. Being educated in a legitimate home instruction program. ' 37-13-91 (3)

REPORTS

If a compulsory-school-age child has not been enrolled in school within fifteen (15) calendar days after the first day of the school year or if a child has accumulated five (5) unlawful absences during the school year, the superintendent shall or his designee, within two (2) school days or within five (5) calendar days, whichever is less, report, on the form provided by the State Department of Education, the absences to the school attendance officer. The superintendent, or his designee, shall report any student suspensions or student expulsions to the school attendance officer when they occur. ' 37-13-91 (6)

School districts shall maintain accurate records documenting enrollment and attendance in a manner that allows the State Department of Education to make an assessment of changes in enrollment and attendance, including dropout rates.

The State Department of Education shall compile annually a statewide report on school district

effectiveness in reducing absentee problems, dropout rates, and other attendance-related problems during the previous school year, incorporate the information into the annual Mississippi Report Card required by Section 37-3-53, Mississippi Code of 1972, on school district performance and offer technical assistance and coordination services to assist districts in improving performance.

UNLAWFUL ABSENCES / VALID EXCUSES

An "unlawful absence" is an absence during a school day by a compulsory-school-age child, which absence is not due to a valid excuse for temporary nonattendance. Days missed from school due to disciplinary suspension shall not be considered an "excused" absence under this section. Each of the following shall constitute a valid excuse for temporary nonattendance, provided satisfactory evidence of the excuse is provided to the superintendent or his designee:

1. Attendance at an authorized school activity with the prior approval of the superintendent of the school district or his designee.
2. Illness or injury which prevents the student from being physically able to attend school.
3. When isolation is ordered by the county health officer, by the State Board of Health or appropriate school official.
4. Death or serious illness of a member of the immediate family, which includes children, spouse, grandparents, parents, brothers, sisters, stepbrothers and stepsisters.
5. A medical or dental appointment with prior approval of the superintendent or his designee, except in the case of emergency.
6. Attendance at the proceedings of a court or an administrative tribunal if the student is a party to the action or under subpoena as a witness.
7. Observance of a religious event, with the prior approval of the superintendent or his designee. (Approval should not be withheld unless, in the professional judgment of the superintendent or his designee, the extent of the absence would adversely affect the student's education.)
8. Participation in a valid educational opportunity, such as travel including vacations or other family travel, with the prior approval of the superintendent or his designee. (Approval shall be based on the professional judgment of the superintendent or his designee but shall not be withheld unless the extent of the absence would adversely affect the student's education.)
9. Other conditions sufficient to warrant nonattendance, with prior approval of the superintendent or his designee. However, no absences shall be excused when any student suspensions or expulsions circumvent the intent and spirit of the compulsory attendance law. ' 37-13-91 (4)

10. An absence is excused when it results from the attendance of a compulsory-school-age child participating in official organized events sponsored by the 4-H or Future Farmers of America (FFA). The excuse for the 4-H or FFA event must be provided in writing to the appropriate school superintendent by the Extension Agent or High School Agricultural Instructor/FFA Advisor.
11. An absence is excused when it results from the compulsory-school-age child officially being employed to serve as a page at the State Capitol for the Mississippi House of Representatives or Senate.

~~NOTE: According to a 1998 Attorney General Opinion, automatic fail provision of an absences policy may not apply against legal, excused absences. Such absences policies may not be applied against absences resulting from disciplinary suspensions if absences policies are applied to truant children who are otherwise passing, the district must afford the child procedural due process. (Attorney General Opinion, Carter, 1-9-98) (#183) (97-0817)~~

SCHOOL ATTENDANCE OFFICER

The superintendent and principals shall cooperate with the school attendance officer employed by the State Department of Education, pursuant to ' 37-13-85.

The Mississippi Public School Accountability Standards for this policy are standards 10 and 11.

LEGAL REF.: MS CODE as cited

Mississippi Public School Accountability Standards

Attorney General's Opinion. Carter, 1-9-98 (#183) (97-0817)

CROSS REF.: Policies JBAC - Truancy

JBD - Attendance, Tardiness and Excuses

Sample Policy Disclaimer: MSBA policies are provided solely as a sample. Any board of education adopting MSBA sample policies should use the samples as a framework or starting point and, after carefully reviewing the applicable laws, regulations and state rules, modify the policies as appropriate to meet the needs of the local school system. All policies should be carefully reviewed by the board of education's legal counsel.

Last Review Date: _____

Review History:[1/1/1900][1/1/1901]

Section: J Students

Policy Code: JBC School Admission

Policy:

SCHOOL ADMISSION

The term "minor" when used in any statute, shall include any person, male or female, under twenty-one years of age. MS Code ' 1-3-27

ENROLLMENT AGE

Except as provided in subsection (2) and subject to the provisions of subsection (3) of MS Code ' 37-15-9, no child shall be enrolled or admitted to any kindergarten which is a part of the free public school system during any school year unless such child will reach his fifth birthday on or before September 1 of said school year, and no child shall be enrolled or admitted to the first grade in any school which is a part of the free public school system during any school year unless such child will reach his sixth birthday on or before September 1 of said school year. No pupil shall be permanently enrolled in a school in the State of Mississippi who formerly was enrolled in another public or private school within the state until the cumulative record of the pupil shall have been received from the school from which he transferred. Should such record have become lost or destroyed, then it shall be the duty of the superintendent or principal of the school where the pupil last attended school to initiate a new record. ' 37-15-9 (1)

EVIDENCE OF AGE

It shall be the responsibility of the person in charge of each school to enforce the requirement for evidence of the age of each pupil before enrollment. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- a. A certified birth certificate;
- b. A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by a parent, grandparent or custodian;
- c. An insurance policy on the child's life which has been in force for at least two (2) years;
- d. A bona fide contemporary Bible record of the child's birth accompanied by an affidavit sworn to by the parent, grandparent or custodian;
- e. A passport or certificate of arrival in the United States showing the age of the child;
- f. A transcript of record of age shown in the child's school record of at least four (4) years prior to application, stating date of birth; or
- g. If none of these evidences can be produced, an affidavit of age sworn to by a parent, grandparent or custodian. Any child enrolling in Kindergarten or Grade 1 shall present the required evidence of age upon enrollment. Any child in Grades 2 through 12 not in compliance at the end of sixty (60) days from enrollment shall be suspended until in compliance. ' 37-15-1 (2002)

PARENT, LEGAL GUARDIAN OR LEGAL CUSTODIAN

Whenever any minor child seeks or applies to enroll or gain entrance to any public school in this state, and the child is not accompanied by an adult or is accompanied by an adult who is not the child's parent, guardian, if a legal guardian has been appointed for the child, or legal custodian, the school official or officials or teacher to whom the child applies or reports for enrollment or admission may delay consideration of the enrollment or enlistment of the minor child and require the child's parent, legal guardian or legal custodian to accompany the child and apply for enrollment and admission into the school for and on behalf of the minor child. ' 37-15-11 (2002)

GENERAL ELIGIBILITY

1. This school district shall admit into its free public schools all minor-age children (MS Code ' 1-3-27) and all compulsory school age children as defined by in MS Code ' 37-13-91 (2) (f).
2. Each minor child shall attend school in the school district of his/her residence unless legally transferred to another school district by the school board pursuant to MS Code ' 37-15-29.
3. Except for those students who have been legally transferred, each minor child seeking to enroll in this school district shall be a school district resident. All students shall register at the school they are assigned to attend. ' 37-15-29; ' 37-15-13
4. Any new student enrolling in this school district or any continuing student whose residence has changed shall be accompanied to enrollment by a parent, guardian, adult custodian or adult agent of a social service agency of the district who shall register the minor child for admission, except students who have been legally transferred. The accompanying adult shall be required to verify his/her residence as herein provided as part of the registration process. ' 37-15-11
5. The person in charge of each school shall require any child enrolling in kindergarten or grade 1 to present a certified birth certificate and valid immunization certificate upon enrollment. No child will be allowed to enroll in or attend any school without a certified birth certificate or valid immunization certificate. ' 37-15-1
6. Subject to the provisions of MS Code 37-15-9, subsection (3), [see item 7 below] any child who transfers from an out-of-state public or private school in which that state's law provides for a first grade or kindergarten enrollment date subsequent to September 1, shall be allowed to enroll in this school district at the same grade level as their prior out-of-state enrollment, if:
 - a. The parent, legal guardian or custodian of such child was a legal resident of the state from which the child is transferring;
 - b. The out-of-state school from which the child is transferring is duly accredited by that state's appropriate accrediting authority;

- c. Such child was legally enrolled in a public or private school for a minimum of four (4) weeks in the previous state; and
 - d. The superintendent of schools of this school district has determined that the child was making satisfactory educational progress in the previous state. ' 37-15-9
7. When any child applies for admission or enrollment in any public school in the state, the parent, guardian or child, in the absence of an accompanying parent or guardian, shall indicate on the school registration form if the enrolling child has been expelled from any public or private school or is currently a party to an expulsion proceeding. If it is determined from the child's cumulative record or application for admission or enrollment that the child has been expelled, the school district may deny the student admission and enrollment until the superintendent of the school or his designee has reviewed the child's cumulative record and determined that the child has participated in successful rehabilitative efforts including, but not limited to, progress in an alternative school or similar program. If the child is a party to an expulsion proceeding, the child may be admitted to a public school pending final disposition of the expulsion proceeding. If the expulsion proceeding results in the expulsion of the child, the public school may revoke such admission to school. If the child was expelled or is a party to an expulsion proceeding for an act involving violence, weapons, alcohol, illegal drugs or other activity that may result in expulsion, the school district shall not be required to grant admission or enrollment to the child before one (1) calendar year after the date of the expulsion. ' 37-15-9 (3)
8. No child ~~in grades 2 through 12~~ shall be allowed to enroll in or attend any school without a valid immunization certificate. ' 37-15-1 Valid certificates include:
- a. Form 121 -- Certificate of Compliance
 - b. Form 121-A -- Medical Exemption Certificate
 - c. Form 121-T -- Temporary Compliance Certificate

The Temporary Compliance Certificate, Form 121-T, is not valid after the date shown. After that date, the principal shall deny school attendance by such child unless or until the principal is furnished another Temporary Compliance Certificate, Form 121 T, or a Certificate of Compliance, Form 121, or a Medical Exemption Certificate, Form 121-A.

RESIDENCE VERIFICATION PROCEDURE

Definition of residence for school attendance purposes: The student physically resides full time week days/nights and weekends, at a place of abode located within the limits of this school district.

Residency may be determined in the following manner:

1. STUDENTS LIVING WITH PARENT(S) OR GUARDIAN(S) The parent(s) or legal guardian(s) of a student seeking to enroll must provide this school district with at least

two of the items numbered 1 through 10 below as verification of their address, except that a document with a post office box as an address will not be accepted.

- a. Filed Homestead Exemption Application form
 - b. Mortgage documents or property deed
 - c. Apartment or home lease
 - d. Utility bills
 - e. Driver's license
 - f. Voter precinct identification
 - g. Automobile registration
 - h. Affidavit and/or personal visit by a designated school district official
 - i. Any other documentation that will objectively and unequivocally establish that the parent or guardian resides within the school district
 - j. Certified copy of filed petition for guardianship if pending and final decree when granted
2. HOMELESS CHILDREN - When a child is determined to be homeless as defined by the Stewart B. McKinney Act 42 USC Section 11431 (1), 11432 (e) and 11302 (a), this school district shall consider and take enrollment action that is in the best interest of the child pursuant to 42 USC 11432 (e) (3).
3. STUDENTS LIVING WITH ADULTS OTHER THAN PARENTS OR LEGAL GUARDIANS:
- a. The non-parent(s) claiming district residency must meet the criteria of subparagraph (a) (1) through (10) above, required of a parent or legal guardian.
 - b. The district resident must provide the school with an affidavit (*see last page of this policy*) stating his or her relationship to the student, and that the student will be living at his/her abode full time, and provide documentation fully explaining the reason(s) (other than school attendance zone or district preference) for this arrangement. The superintendent or his/her designee will make the necessary factual determinations as required under this policy. Examples of situations where "in loco parentis" authority of an adult will be recognized to establish residency of the minor include but are not limited to the following:
 - Death or serious illness of the child's parent(s) or guardian(s);
 - Abandonment of the child;
 - Child abuse or neglect;
 - Unstable family relationships or undesirable conditions in the home of the child's parents or guardians having a detrimental effect on the child;
 - Students enrolled in recognized exchange programs residing with host families.

- c. Whenever appropriate the person who has assumed responsibility for the care and custody of the child shall be encouraged to obtain legal guardianship of the child.

4. STUDENTS OF MILITARY FAMILIES

- a. A pupil complies with the residency requirements for school attendance in a school district if the parent of the pupil is transferred to, or is pending transfer to, a military installation with this state while on active military duty pursuant to an official military order. A school district shall accept an application for enrollment and course registration by electronic means for a pupil who meets these requirements, including enrollment in a specific school or program within the school district.
- b. The parent of a pupil who meets these requirements shall provide proof of residence to the school district within ten (10) days after the published date provided on official documentation.
- c. The parent may use the address of any of the following as proof of residence.
 - A temporary on-base billeting facility.
 - A purchased or leased home or apartment.
 - Any federal government housing or off-base military housing, including off-base military housing that may be provided through a public-private venture.

The school district may require additional documentation and verification at any time.

At the minimum, this school district shall maintain in a file a written instrument identifying the types of documents used to verify each student's residency and copies of any relevant guardianship petition or decree.

The provisions of this policy do not apply to students who reside outside the school district, but who have legally transferred into the school district.

Any court ordered procedure shall take precedent over any procedure contained herein.

TRANSFER STUDENTS

(See also Policy JBCD € Transfers and Withdrawals of Students)

1. No student is to be enrolled in this school district until any and all questions regarding residence or immunizations have been resolved.
2. Students suspended or expelled from another school or school district may not be allowed to enroll. ' 37-15-9 (3)

3. No pupil shall be permanently enrolled in a school in this school district who formerly was enrolled in another school within the state or outside the state until the cumulative record of said pupil shall have been received from the school from which he transferred. Should such record have become lost or destroyed, then it shall be the duty of the superintendent or principal of the school where the pupil last attended school to initiate a new record. ' 37-15-9 (1)
4. Unless a transfer student is tested in the manner provided in paragraph 5 below, the student will be permanently enrolled and placed in a grade or class on the basis of an official transcript of credits from the last school attended. ' 37-15-33
5. All students seeking to transfer from any school, public, private or home school, within or outside of the boundaries of the State of Mississippi, to this school district shall be required to take a standardized test to determine the grade and class to which the pupil shall be assigned at the time of pupil transfer.

The administrative head of the school shall administer the test or tests to such pupil or pupils as shall apply for transfer to such public school. Such test or tests shall be administered within thirty days after the filing of each such application for transfer. Notice of the giving of such test shall be given the applicant not less than five days prior to the date of the administration of such test.

No transfer of a pupil shall be affected until the test has been given and the pupil is assigned to the grade and class for which the test shows he is best suited. No pupil shall be assigned to a grade and class more than three (3) grades above or below the grade or class that the pupil would have been assigned to had the pupil remained in the school from which the transfer is being made. Pending the administration of the test herein provided for and its grading and an assignment based thereon the superintendent of this school district or the attendance center principal to which the pupil seeks admission may assign the pupil temporarily to a grade and class comparable to that in which the pupil would have been had the pupil continued in the school from which the transfer was being made.

If any student is transferred or reassigned within this school district by an order of the board of trustees of this school district as designated by law of the State of Mississippi and not at his own request, the requirement of that pupil's taking the standardized test shall be waived. Likewise, if a pupil shall transfer from one school district to another school district in the manner provided and required by the laws of the State of Mississippi, the requirement of such pupil taking the standardized test shall be waived. ' 37-15-33

6. Any legal guardianship formed for the purpose of establishing residency for school district attendance purposes shall not be recognized by this school board. ' 37-15-31 (1) (d)

The Mississippi Public School Accountability Process Standard for this policy is standard 7.

NOTE: See following page for sample Affidavit of Residency.

LEGAL REF.: MS CODE " 37-15-1; 37-15-3; 37-15-9; 37-15-11;
37-15-13; 37-15-29; 37-15-31; 37-13-33; and 41-23-37; 42
United States Code Sections 11431 - 11434 State Board of Education:
Residency Verification Process

CROSS REF.: Policy JQN Education for Homeless Children and Youth

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: J Students

Policy Code: JBD Attendance, Tardiness and Excuses

Policy:

STUDENT ATTENDANCE, REPORTING OF STUDENT ATTENDANCE, TARDINESS AND EXCUSES

The school board believes that good attendance, with a minimum of tardiness and absenteeism, is essential if students are to gain maximum benefit from the school district's instructional program. The school board thusly directs the superintendent to develop administrative regulations governing tardiness and absences (excused and non-excused).

The administrative regulations shall be based on all applicable state laws governing absenteeism and tardiness and shall include (but not limited to) the counting and reporting of students to the Mississippi Department of Education for attendance purposes, expectations for good student attendance, parent responsibility, excused and unexcused absences, and tardiness. Initial administrative regulations and any future changes to such administrative regulations shall be ~~reviewed~~ (approved) by the school board before implementation.

Make-up Assignments: The administrative regulations shall specify that no absence will be excused when it is due to suspension, expulsion or other disciplinary action. However, to avoid adopting a policy or administrative rule that would ensure a student's failure, the district shall (may) adopt a provision that permits or requires suspended students who are not immediately placed in an alternative school program to make up work within specified deadlines.

Attendance Reporting: In order for a student to be considered as having attended school for a full day, the school board specifies that each student must be present for 63% of his or her individual Instructional day as fixed by the local school board for each individual school. For purposes of reporting absenteeism, a student who has an absence that is more than thirty-seven percent (37%) of the student's instructional day, as fixed by the school board for the school at which the student is enrolled, shall be considered absent the entire school day.

The superintendent shall develop and submit for board adoption a policy which includes:

1. a definition of the instructional day for each individual school so that the 63% of the instructional day can be computed for each student within the school district's individual schools, and
2. a process for computing 63% of the instructional day for each student within the school district's individual schools.

Definitions

Full Day Attendance: When a student is present for 63% of his or her individual Instructional day as fixed by the local school board for each individual school.

Unlawful Absence: An absence for an entire school day or during part of a school day when such absence is not due to a valid excuse.

~~Attorney General Opinion: According to a 1998 Attorney General Opinion, automatic fail provision of an absences policy may not apply against legal, excused absences. Such absences policies may not be applied against absences resulting from disciplinary suspensions if absences policies are applied to truant students who are otherwise passing, the district must afford the student procedural due process. (Attorney General Opinion, Carter, 1-9-98) (#183) (97-0817)~~

LEGAL REF.: Mississippi Compulsory School Attendance Law, MS CODE 37-13-91
Mississippi Public School Accountability Standard 10 and 11
Attorney General Opinion, Carter, 1-9-98 (#183) (97-0817)

CROSS REF.: Policies CED - Duties of Superintendent
JBA - Compulsory School Attendance
JBAC - Truancy XXXX- Student Instructional Day

MDE Memo on Implementation of House Bill 1530, Kent 5/17/13)

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: J Students

Policy Code: JCDAD Bus Conduct

Policy:

BUS CONDUCT

1. RESPONSIBILITIES

While Mississippi law requires the district to furnish transportation to its eligible students, parents have the responsibility of supervising the students until they board the bus in the morning and after they leave the bus at the end of the school day. Furthermore, students have the responsibility to obey all rules of conduct while waiting for, riding and leaving the bus.

The school bus driver is authorized and responsible to the school district to maintain student order and to insure safety at all times. Therefore, he is authorized to instruct and otherwise control students while they are on the bus.

The principal will be responsible for disciplining students reported to him by the driver. Questions and inquiries regarding discipline should be directed to the school principal. Questions and inquiries regarding stops, routes, and student eligibility must be directed to the Transportation Supervisor.

2. RULES OF CONDUCT

Students who do not conduct themselves properly will not be allowed to ride the bus. Students may be subjected to disciplinary action provided by district policies, including but not limited to suspension and expulsion from school or from the bus, for misconduct on the bus.

While riding a school bus, students must conform to all rules of conduct as established by Policies [JCA, JCBD, JCBF, and JCDAD] and the student code of conduct adopted by their schools. The principal shall provide to each student eligible to ride a bus a list of rules, including but not necessarily limited to the following:

- a. Loading and Unloading
 - i. Be at your assigned loading zone on time.
 - ii. Exercise extreme caution in getting to and from your assigned bus stop.
 - iii. Look in both directions before stepping from behind parked cars.
 - iv. Stay well off the roadway until the bus comes to a complete stop and the bus driver indicates that it is safe to board.

- v. Do not play on or near the road while waiting for the bus to arrive.
- vi. Look in both directions before crossing any roadway.
- vii. Never walk on the road when there is a sidewalk or pathway.
- viii. Always walk on the left side of the road facing oncoming traffic and step off the road when a motor vehicle approaches.
- ix. Wait until the bus comes to a complete stop before trying to load and unload.
- x. Use the hand rail while getting on and off the bus.
- xi. If possible, wear white or light-colored clothing or carry a flashlight when you walk on the roadway at night in order that the motoring public might be aware of your presence.
- xii. When you must cross the road to enter the bus, or after leaving the bus, always cross in front of the bus and walk approximately 10 feet ahead of the bumper.

b. Riding the Bus

- i. Do not distract the driver's attention other than when necessary.
- ii. Talk to your friends in a normal tone and do not shout. Do not talk or make unnecessary noise when the bus is approaching and crossing a railroad or a highway intersection.
- iii. Keep head, hands, and articles inside the bus.
- iv. Do not bring unauthorized articles on the bus (i.e., pets, combustibles, large articles, weapons).
- v. Do not use profane language or make obscene gestures.
- vi. Do not fight or scuffle.
- vii. Be courteous to and follow the instructions of your bus driver and safety patrol.
- viii. Do not strike or threaten the bus driver.
- ix. Do not make excessive noise.

- x. Do not throw objects inside or outside the bus.
- xi. Do not commit any other acts deemed improper by the student code of conduct or by the bus driver.
- xii. Student-to-student sexual harassment will not be tolerated. Complaints of student-to-student sexual harassment will be handled in accordance with Policy JB-P, Students Complaints of Sexual Discrimination/Harassment - Title IX Procedures.
- xiii. Smoking is prohibited on the school bus and on all educational property. Violation of the no-smoking rule will be handled in accordance with the "Mississippi Adult Tobacco Use on Educational Property Act of 2000," ' 97-32-25 thru 97-32-29. (For details refer to sample policy JCB - Code of Conduct.)

~~3. STUDENT CONDUCT AND GRADES~~

~~Criteria used in the evaluation process to determine a students grade must be supported by rationale. The criteria must be in writing and must include the following:-~~

- ~~a. Course content (goals, objectives, materials, etc.) as outlined in the curriculum guides-~~
- ~~b. Methods of evaluation—grades will reflect some combination of the areas listed below:-~~
 - ~~i. Class work~~
 - ~~ii. Homework~~
 - ~~iii. Test scores~~
 - ~~iv. Participation~~
 - ~~v. Skill application~~
 - ~~vi. Preparation for class-~~
- ~~c. The effect of absence on grades-~~
- ~~d. Procedures for making up assigned work and tests-~~
- ~~e. Other criteria as may be approved by the superintendent and school board-~~

REFERENCE: Pupil Transportation Guide
 CROSS REF.: Policies JCA - Student Conduct

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Last Review Date: _____
Review History:[1/1/1900][1/1/1901]

Section: J Students

Policy Code: JRAC MSIS/ Data Collection Policy

Policy:

MSIS POLICY

The MSBA Sample will provide timely, accurate and reliable data to the Mississippi Student Information System (MSIS) that is in compliance with the data collection requirements as specified in MS Code 37-37-7. The superintendent of schools (or his/her designee) shall be responsible for developing and implementing district procedures **for this policy. that follow the guidelines as set forth in the booklet titled "Data Collection Policy and Procedural Guidelines."**

MINIMUM STANDARDS

In accordance with 37-37-7, the Auditor's Office will use the following Minimum Standards when auditing schools:

1. Deadline for entering data
2. Who may enter data in the school package
3. Who may enter data into MSIS at the school level
4. Who may enter data into MSIS at the district level
5. Length of time student data is stored
6. Where data is stored
7. Method of data backup
8. Format in which records are stored (printouts, diskettes, etc.)
9. Policies requiring accurate data
10. Procedures outlining who is responsible for collecting missing and incomplete data
11. Procedures to check accuracy of data entered in the school package and MSIS
12. Required regular training for appropriate personnel
13. Backup paper copies if/when requested

This board directs the superintendent (or his/her designee) to ensure that appropriate procedures as required by the above minimum standards are implemented and maintained by well trained personnel.

LEGAL REF.: MS CODE ' 37-37-7 (2004)

CROSS REF.: Policies JRAA - Student Recruitment and Student Directory Information
JRAB - Compliance with FERPA

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Section: L Organizational Relations

Policy Code: LC Parental Rights

Policy:

PARENTAL RIGHTS

The Board recognizes the importance of promoting parental input in decision making related to their student's health and general well-being, in determining district and student needs for educational services, in program development and district operations. The district affirms the right of parents, upon request, to inspect:

1. A survey created by a third party before the survey is administered or distributed by the district to a student.
2. Any instructional material used by the district as part of the educational curriculum for the student;
3. Any instrument used in the collection of personal information from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose.

As provided by law, parents of district students will also, upon request, be permitted to excuse their student from covered activities. The rights provided to parents under this policy, transfer to the student when the student turns 18 years old, or is an emancipated minor under applicable state law.

The superintendent will ensure that activities requiring parental notification are provided as required by law and that reasonable notice of the adoption or continued use of this policy is provided to parents of students enrolled in district schools. The input of parents will be encouraged in the development, adoption and any subsequent revision of this policy.

DEFINITIONS

1. Survey, as defined by federal law and as used in Board policy and this regulation, includes an evaluation. It does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act;
2. Covered survey items means one or more of the following items: political affiliations or beliefs of the student or the student's family; sex behavior or attitudes; illegal, anti-social, self-incriminating or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers; religious practices, affiliations or beliefs of the student or the student's parent; and income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program;
3. Covered activities requiring notification means those activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or for selling that information or otherwise providing that information to others for that purpose; the administration of any survey containing one or more covered survey

- items; and any nonemergency, invasive physical examination or screening that is required as a condition of attendance and administered and scheduled by the school in advance;
4. Third parties include, but are not limited to, school volunteers, parents, school visitors, service contractors or others engaged in district business, such as employees of businesses or organizations participating in cooperative work programs with the district and others not directly subject to district control;
 5. Instructional material means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audiovisual materials and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments;
 6. Personal information means individually identifiable information including a student or parent's first and last name; a home or other physical address (including street name and the name of the city or town); telephone number; or a social security identification number.
 7. Invasive physical examination means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion or injection into the body. It does not include a hearing, vision or scoliosis screening and does not apply to any physical examination or screening that is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

REQUESTS TO INSPECT MATERIALS

Parents may inspect surveys, instructional materials or instruments used to collect personal student information for marketing purposes before such items are administered or distributed by a school to a student as follows:

1. Requests may be directed to the school office by phone or in person;
2. Requests must be received by the district no later than [five] working days following receipt of notification by the district of its intent to administer or distribute such items;
3. Materials may be reviewed at the school office or mailed by the district;
4. Requests to mail materials must be accompanied by a self-addressed, stamped envelope.

REQUESTS TO EXCUSE STUDENT FROM COVERED ACTIVITIES

A parent may request that his/her student be excused from participation in any of the following covered activities:

1. The collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information to others;
2. Any district or third party survey;
3. The administration of nonemergency, invasive physical examinations or screenings.

All such requests must be:

1. Directed to the building principal in writing;

2. Received by the district no later than [five] working days following receipt of notification by the district of its intent to administer or distribute such items.

STUDENT PRIVACY

The district recognizes its responsibility to protect student privacy in the event of administration or distribution of a survey to a student containing one or more covered survey items.

A student's personal information that may be collected as a result of such surveys will be released only with prior, written parental permission.

NOTIFICATION

Each building principal shall be responsible for ensuring appropriate notification to parents of their rights under federal law, Board policy and this regulation. Accordingly, notification will:

1. Be made at least annually at the beginning of the school year or at other times during the school year when enrolling students for the first time in school;
2. Include the specific or approximate dates during the school year when covered activities are scheduled or expected to be scheduled.

CROSS REF.: Policies LA Parental **Engagement Involvement**
LB Custodial / Non-Custodial Parents Rights

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STONE COUNTY SCHOOL DISTRICT
TRANSPORTATION/MAINTENANCE
DEPARTMENT

RESIGNATION

I, JEFFERY FARMER
am resigning from the Stone County School District.

POSITION: Bus Driver

EFFECTIVE DATE 10/9/2020

SIGNATURE Jeffery Farmer

Anta One
10/13/2020



STONE COUNTY SCHOOL DISTRICT
TRANSPORTATION/MAINTENANCE
DEPARTMENT

RESIGNATION

I, KENNETH MARTENS

am resigning from the Stone County School District.

POSITION: BUS DRIVER

EFFECTIVE DATE 10-23-20

SIGNATURE Kenneth Martens

Anta
10/23/20

✓

STONE COUNTY SCHOOL DISTRICT
TRANSPORTATION/MAINTENANCE
DEPARTMENT

RESIGNATION

I, Greg Ulland
am resigning from the Stone County School District.

POSITION: Bus Driver

EFFECTIVE DATE 10/9/20

SIGNATURE Greg Ulland

Anta Ave
10/13/2020

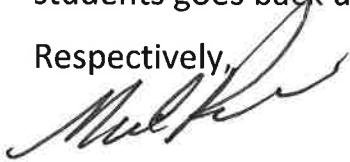


STONE COUNTY SCHOOL DISTRICT
Transportation Department
644 Airport Street
Wiggins, MS 39577
Phone: 601-928-4528
Fax: 601-928-6876

October 20, 2020

I need to eliminate Christopher Hartfield's lab route due to the lack of students. This route will end 10/23/20. I will reinstate the route when enrollment of students goes back up.

Respectively,



Mike Parker
Transportation Director



STONE COUNTY SCHOOL DISTRICT
TRANSPORTATION/MAINTENANCE
DEPARTMENT

RESIGNATION

****FOR RETIREMENT****

I, Mike Parker
am retiring from the Stone County School District.

POSITION: Trans-Maint. Director

EFFECTIVE DATE 11/31/21

SIGNATURE Mike Parker

Ante One
10/23/20

✓

STONE COUNTY SCHOOL DISTRICT
TRANSPORTATION/MAINTENANCE
DEPARTMENT

RESIGNATION

****FOR RETIREMENT****

I, Jacob Schuit Jr.
am retiring from the Stone County School District.

POSITION: Mechanic Bus Shop

EFFECTIVE DATE December 31, 2020

SIGNATURE Jacob Schuit Jr.

Ante Orr

Wabe
10/7/2020

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STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Mike Parker
Principal/Director

Transportation
Location

I would like to recommend Melody Castello

for the position of Full Time Bus Driver for the 2020-2021 school year.

Effective Date of Employment: 10/21/2020 (Must complete)

Recommended Employee Replaces: Jeffrey Farmer (Must complete)

Additional notes/information, if needed: Bus # 45

Rate of Pay (Choose one): Per Salary Scale Hourly Rate of \$_____ (if no scale available)

Transportation Only: Full Time Driver Route: CC Yrs of Experience 3
 Substitute Driver: \$_____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+
 Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete From/To details):

Within School: From _____ To _____

Within District: From _____ To _____

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days
 220 Days 235 Days Summer To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:

Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval

Application On File Applicant # 473

References Checked

This line for HR Use Only: _____

[Signature]
Principal/Supervisor

[Signature]
Superintendent

[Signature]
Human Resources

10/21/20
Date

10/28/2020
Date

10/27/2020
Date

STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Mike Parker
Principal/Director

Transportation
Location

I would like to recommend Sue Ellen Beesley

for the position of Full Time Bus Driver for the 2020-2021 school year.

Effective Date of Employment: 10/26/2020 (Must complete)

Recommended Employee Replaces: Greg Ulland (Must complete)

Additional notes/information, if needed: Bus # 14

Rate of Pay (Choose one) : Per Salary Scale Hourly Rate of \$_____ (if no scale available)

Transportation Only: Full Time Driver Route: DD Yrs of Experience 10

Substitute Driver: \$_____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+

Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete From/To details):

Within School: From _____ To _____

Within District: From _____ To _____

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days

220 Days 235 Days Summer To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:

Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval

Application On File Applicant # 3190

References Checked

This line for HR Use Only:

[Signature]
Principal/Supervisor

[Signature]
Superintendent

[Signature]
Human Resources

10/26/20
Date

10/28/2020
Date

10/27/2020
Date

STONE COUNTY SCHOOL DISTRICT
CERTIFIED EMPLOYEE RECOMMENDATION

Inita Owen
Principal/Administrator

District Office
Location

I would like to recommend Sandra Parsons
for the position of District Instructional/Data Coach for the 2020 - 2021 school year.

Effective Date of Employment: 10/19/2020 (Must complete)

Recommended Employee Replaces: New Position (Must complete)

Additional notes/information, if needed: \$30.00 per hour; Approximately 16 hours per week

Certification: A AA AAA AAAA Pending

Choose Status Below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete To/From details):

Within School: From _____ To _____

Within District: From _____ To _____

Number of Days to Work:

- 187 Days 197 Days 200 Days 205 Days 215 Days
 220 Days 235 Days
 To be pro-rated according to effective start date

Principal/Supervisor verifies the following: (Must Complete ALL Sections)

Vacancy Advertised/Must Choose One:
 Yes N/A Transfer, General Recommendation, Coach, Misc Supplements No, emergency hire with Superintendent's approval

Application on File Applicant # 3188

Current License Attached If not attached, please explain: _____

References Checked

This line for HR Use Only: _____

Inita Owen
Principal/Supervisor

Wanda Lee
Superintendent

Wanda Lee
Human Resources

10/19/2020
Date

10/28/2020
Date

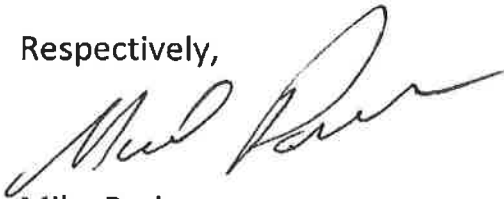
10/27/2020
Date



October 13, 2020

I, Mike Parker, am requesting Kenneth Martens (driver of bus # 59) to receive an extra \$20 a day in addition to his normal bus pay to compensate for the extra time and mileage for the transportation of Jeffery Farmer's former bus riders. Mr. Farmer(driver of bus # 39) resigned from his bus driver position October 9, 2020.

Respectively,



Mike Parker
Transportation Director



Whee
10/23/2020

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STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Krista Sablich
Principal/Director

Perkinston Elementary School
Location

I would like to recommend Devin Bond
for the position of Teacher Assistant - Kindergarten for the 2020-2021 school year.

Effective Date of Employment: January 5, 2021 (Must complete)

Recommended Employee Replaces: Julene Parker (retiring) (Must complete)

Additional notes/information, if needed: T 11

Rate of Pay (Choose one): Per Salary Scale Hourly Rate of \$ _____ (if no scale available)

Transportation Only: Full Time Driver Route: _____ Yrs of Experience _____
 Substitute Driver: \$ _____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+
 Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time
 Transferred Employee (Mark correct option below and complete From/To details):

Within School: From _____ To _____

Within District: From SHS - Registrar To PES - Kindergarten TA

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days
 220 Days 235 Days _____ To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:
 Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval
 Application On File Applicant # _____
 References Checked

This line for HR Use Only:

Krista Sablich
Principal/Supervisor

Johnnie Lee
Superintendent

Wanna Lee
Human Resources

10/23/2020

Date

10/28/2020

Date

10/27/2020

Date

STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Jaclyn Parker
Principal/Director

Child Nutrition - Stone Elementary School
Location

I would like to recommend Juliette Neeley

for the position of Cashier, Step 7, 5 hours for the 2020-2021 school year.

Effective Date of Employment: 10/8/2020 (Must complete)

Recommended Employee Replaces: Amanda Parker (Must complete)

Additional notes/information, if needed: _____

Rate of Pay (Choose one) : Per Salary Scale Hourly Rate of \$9.69 (if no scale available)

Transportation Only: Full Time Driver Route: _____ Yrs of Experience _____
 Substitute Driver: \$ _____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+
 Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete From/To details):

Within School: From Regular Cafeteria To Cashier

Within District: From _____ To _____

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days
 220 Days 235 Days _____ To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:

Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval

Application On File Applicant # 1323

References Checked

This line for HR Use Only: _____

Jaclyn Parker
Principal/Supervisor

Juliette Neeley
Superintendent

Juliette Neeley
Human Resources

10/8/2020
Date

10/28/2020
Date

10/13/2020
Date

STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Jaclyn Parker
Principal/Director

Child Nutrition, Stone Elementary
Location

I would like to recommend Juliette Neeley
for the position of Emergency Manager for the 2020-2021 school year.

Effective Date of Employment: 10/26/2020 (Must complete)

Recommended Employee Replaces: Connie Schuit (Must complete)

Additional notes/information, if needed: Cashier Step 7, 7.5 hours

Rate of Pay (Choose one) : Per Salary Scale Hourly Rate of \$9.94 (if no scale available)

Transportation Only: Full Time Driver Route: _____ Yrs of Experience _____
 Substitute Driver: \$ _____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+
 Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete From/To details):

Within School: From Cafeteria Cashier To Emergency Manager/Cashier

Within District: From _____ To _____

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days
 220 Days 235 Days _____ To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:

Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval

Application On File Applicant # _____

References Checked

This line for HR Use Only: _____

Jaclyn Parker
Principal/Supervisor

Juliette Neeley
Superintendent

Connie Schuit
Human Resources

10/23/2020
Date

10/28/2020
Date

10/23/2020
Date

STONE COUNTY SCHOOL DISTRICT NON-CERTIFIED EMPLOYEE RECOMMENDATION

Jaclyn Parker
Principal/Director

Child Nutrition - Stone Elementary
Location

I would like to recommend Connie Schuit

for the position of Regular Cafeteria, Step 6, 6 hours for the 2020-2021 school year.

Effective Date of Employment: October 21, 2020 (Must complete)

Recommended Employee Replaces: Juliette Neely (Must complete)

Additional notes/information, if needed: Regular Cafeteria, Step 6, 6 hrs

Rate of Pay (Choose one): Per Salary Scale Hourly Rate of \$10.02 (if no scale available)

Transportation Only: Full Time Driver Route: _____ Yrs of Experience _____
 Substitute Driver: \$ _____ per route

New Teacher Assistant Only: Choose Level: Transcript on file: 24 hrs+ 48 hrs+ 72 hours+
 Work Keys Test: Work Keys scores attached

Choose Status below, when applicable:

New Employee: Full-Time Part-Time

Transferred Employee (Mark correct option below and complete From/To details):

Within School: From Emergency Manager To Regular Employee

Within District: From _____ To _____

Number of Days to Work:

181 Days 185 Days 187 Days 200 Days 205 Days
 220 Days 235 Days _____ To Be Pro-Rated

Principal/Supervisor Verifies the following: (Must complete ALL sections)

Vacancy Advertised/Must Choose One:

Yes N/A Transfer, General Recommendation, Coach, Misc Supplement No, emergency hire with Superintendent's approval

Application On File Applicant # _____

References Checked

This line for HR Use Only: _____

Jaclyn Parker
Principal/Supervisor

Wanda De
Superintendent

Wanda De
Human Resources

10/20/2020

10/28/2020
Date

10/23/2020
Date

10/23/2020
Date