Putnam County Board Meeting
June 29, 2023 5:00 PM
1400 E Spring St.
Cookeville, TN 38506

I. Meeting Called to Order
II. Approval of Agenda
III. Announcements
  A. Approval of the 2023-24 Board Meeting Dates/Agenda Deadlines and Board Work Sessions, as submitted.
  B. Director's Personnel Report
IV. Approval of Minutes
  A. Minutes of the Regular June Board Meeting - Thursday, June 1, 2023, @ 5:00 PM
V. Approval of Consent Agenda
  A. Payments/Purchases
    1. Approval of the payment to Transfinder Corporation - Schenectady, NY for routing software in the total amount of $21,110.00 to be paid from 141-72710-399, Other Contracted Services, as submitted.
    2. Approval of the payment to Zonar - Seattle, WA for GPS software in the total amount of $24,238.44 to be paid from 141-72710-399, Other Contracted Services, as submitted.
    3. Approval of the payment to Frontline Technologies Group, LLC - Philadelphia, PA for use of the Professional Learning Management and Absence/Substitute Management Programs from July 1, 2023 - June 30, 2024, in the total amount of $46,361.73 to be paid as follows:
      - 141-72210-399-000-02103-000 $18,627.19
      - 141-72210-399-000-02117-000 $8,234.54
      - 141-72220-399-000-00000-000 $5,000.00
      - 141-71300-399-802-00000-000 $1,500.00
      - 142-72210-399-201-00000-000 $13,000.00
    4. Approval of the payment to Skyward - Stevens Point, WI in the amount of $74,125.00 to be paid from 141-72510-399 for the Accounting and HR Software Annual License fee effective July 1, 2023 - June 30, 2024, as submitted. (General Purpose School Fund)
    5. Approval of the payment to ACT - Iowa City, IA for the 2022 - 2023 testing in the amount of $30,488.00 to be paid from 141-E-72130-322-000-02103, as submitted.
    6. Approval of the payment to International Baccalaureate Organization - NY for the 2023 - 2024 Annual School Fees for Cookeville High School in the total amount of $12,233.00 to be paid from 141-72210-599-02103, as submitted.
    7. Approval of the purchase of three hundred and eighty-four (384) Cell Phone Pocket Holders for all middle and high school teacher classrooms in

the amount of $13.99 each in the total amount of $5,372.16 to be paid from 141-72310-599 to match Policy 6.312, Use of Personal Communication Devices and Electronic Devices, as submitted.

8. Approval of the payment to PowerSchool Group, LLC - Folsom, CA for services from July 15, 2023 to July 14, 2024, in the total amount of $106,985.08 to be paid from 141-E-72110-399-000-00000-000, Other Contracted Services, as submitted. (General Purpose School Fund)
9. Approval of the purchase of the SafeSchool Annual Training Subscription from Vector Solutions, LLC - Tampa, Florida for the 2023 - 2024 school year in the amount of $14,292.00 to be paid from 141-72520-399 effective June 15, 2023 - June 14, 2024, as submitted.
10. Approval of payment to TRA School Software Solutions - Wilmington, North Carolina for School Funds Online Software, accounting software and maintenance fees for twenty schools, for the 2023 - 2024 school year in the amount of $13,051.53 to be paid from 141-E-72510-399, as submitted.
11. Approval of the purchase of Houghton Mifflin Harcourt for Read 180 and Math 180 per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933, as submitted.
12. Approval of the purchase of Curriculum Associates for i-Ready per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933, as submitted.
13. Approval to purchase CERT (College Equipped Readiness Tool) of ePrep Inc. - Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933, as submitted.
14. Approval of the purchase of weight room equipment for Upperman High School (UHS) from BSN Sports - Dallas, Texas in the total amount of $22,995.00 to be paid from UHS allotted athletic trainer funds, as submitted.
15. Approval of the purchase of newly adopted K-8 Math Textbooks, as well as replacement textbooks needed from previous adoptions, from Tennessee Book Company - La Vergne, Tennessee in the total amount of $1,382,714.62 to be paid from 141-71100-449-02117, as submitted.
16. Approval of the purchase of a one-year subscription/membership (with the option to request renewal annually for years two and three) for A Better Way Athletics, LLC, an athletic administration consulting group, in the total amount of $14,000.00 for year one to be paid from 141-72310-599, as submitted.
17. Approval to purchase JAMF Pro MDM device management licenses from Bluum, USA Inc. (formerly TROX), per NCPA contract #01-150, in the amount not to exceed $29,000.00 to be paid from 141-71100-722-01607, as submitted.
18. Approval of the purchase of Naviance POWERSCHOOL GROUP LLC for the 2023-2024 school year in the total amount of $44,495.00 with $25,000 to be paid from 142-71100-471-401; $10,000 to be paid from 142-71300-429-803; and $9,495.00 to be paid from 141-72310-599, as submitted.

B. Bids/Quotes/Sealed Bids/RFPs

1. Approval to award the CTE Monterey High School Greenhouse bid to the lowest and best bidder, Atlas Greenhouse - Alapaha, GA, in the total amount of $95,035.84 to be paid from Innovative School Model (ISM), as submitted on the bid tally sheet.
2. Approval to solicit bids for the framing and finishing materials and labor for the CTE structural systems/construction building projects for the 2023 - 2024 school year at Cookeville and Upperman High School to be funded by each school's VIP (Vocational Improvement Project) account, as submitted.
3. Approval to increase the allowance by $5,000 for floor graphics in the Covington Floor bid that was approved at the June Board meeting from $7,000 to $12,000 for Algood Middle School and Cornerstone Elementary School, as submitted.
4. Approval of the Cookeville High School and Burks Elementary School Security Entry Vestibule bid and contract from the lowest and best bidder, _____in the amount of $_____to be paid from security grant funds.
5. Approval to award the Food Service Delivery Ready to Eat Pizza bid to and purchase from Papa John's Pizza - Cookeville, Tennessee in the total amount of $79,200 to be paid from 143-73100-422, as submitted.

C. Budget Amendments/Line Item Transfers
   1. General Purpose School Budget Amendments - Fund 141
      a. Prescott South Elementary - Amend budget for STEM grant received from TTU for Prescott South Elementary
      b. Finance - To amend budget for General Purpose School Fund Year-End-Cleanup (2)
      c. Finance - To amend Social and Emotional Learning (SEL) Grant to better expend budget based on program needs
      d. Finance - To increase the budget for additional funds received from schools for supplemental teacher pay
      e. LEAPS - Amendment Budget for LEAPS Extended Program
   2. Federal Projects Budget Amendments - Fund 142
      a. Student Services - This McKinney Vento revenue amendment is required in order to allocate funds accordingly
      b. Career & Technical Education, Perkins Grant - Move monies to account for increase CTSO travel for Sills USA Nationals
      c. Career & Technical Education, Perkins Reserve Grant 852 Regional Career Pathways Budget - Move monies to pay bus conversion vendor, travel associated with transporting bus to and from the bus conversion vendor and wrapping of the exterior
      d. Extending Learning - Amendment Budget for 21st Century Grant
      e. Title I-A (121) Neglected - Year End Budget Cleanup
      f. Title III (301) - Year End Budget Cleanup
      g. Title IV (401) - Year End Budget Cleanup
      h. Title IX McKinney Vento (701) - Year End Budget Cleanup
      i. ESSER 3.0 (932) - Year End Budget Cleanup

j. TN All Corp (938) - Year End Budget Cleanup
k. Epidemiology/Lab Capacity Additional Funds (942) - Year End Budget Cleanup

3. Food Service Fund 143 Budget Amendment
   a. Food Service - Increase revenue budget for additional Commodities/Ala Carte/CACF) received 22/23SY
   b. Food Service - Annual cleanup of line items

D. Approval of Out-of-County and Overnight Trip Reports (None Submitted)
E. Approval of Grant Report
F. Other
   1. Approval of transmitting Putnam County School System (PCSS) data to Curriculum Associates for the purpose of participating in a "linking study", analyzing the correlation between state summative test scores and iReady data.
   2. Approval of a $20.00 monthly stipend for personal cell phone usage per Policy 3.3001, Use of Cellular Phones, for the following School Nutrition Employees effective July 1, 2023 - June 30, 2024:
      - Ashley Ballard
      - Stacy Bradford
      - Donna Shanahan
      - Lynette Ellis
   3. Approval of a $20.00 monthly stipend for personal cell phone usage per Policy 3.3001, Use of Cellular Phones, for the following School Nutrition Cafeteria Managers effective July 1, 2023 - June 30, 2023:
      - Elizabeth Miller - Algood Elementary
      - Heather Trevathan - Algood Middle
      - Mary Light - Avery Trace Middle
      - Rebecca Morgan - Baxter Primary
      - Jessica Williams - Burks Elementary
      - Loretta Gentry - Cane Creek Elementary
      - Christina Johnson - Capshaw Elementary
      - Farrah Thomsen - Cookeville High
      - Leigh Ann Hughes - Cornerstone Elementary
      - Eleisha Burton - Jere Whitson Elementary
      - Lynda Roberson - Monterey High
      - Lisa Broyles - Northeast Elementary
      - Virginia Titsworth - Park View Elementary
      - Bethanie Holmes - Prescott South Elementary (50%) Middle (50%)
      - Rebecca Grist - Sycamore Elementary
      - Jennifer Haggard - Upperman High
      - Cindy Boles - Upperman Middle
   4. Approval of the 2023-2024 School Fees, as submitted.
   5. Approval to renew the Gov Deals contract effective the 2023 - 2024 school year, as submitted.

6. Approval of renewal of services with Public Consulting Group (PCG) - Boston, MA per TN State Contract #33101-2207433136FAF5 in the total amount of $45,000.00 to be paid from 142-72210-399-401, as submitted.
7. Approval of a request from Employee Childcare to increase the price of employee childcare by 15% to cover current expenses, as submitted.
8. Approval of the receipt of the Carl Perkins Reserve Secondary Grant for the 2023 - 2024 school year to be used to fund the CTE programs at CHS, MHS, UHS, and WPA and VITAL schools, as submitted.
9. Approval to enter into an agreement with Accelerate Learning Inc. - Anthem, Arizona for online school at-home curriculum for the 2023 -2024 school year to be paid from VITAL, 141-71100-399-01501($3,900 per student), as submitted.
10. Approval of the agreement between Putnam County School System and Tennessee Tech University for the VPK Funded Pre-K for the 2023 - 2024 school year, as submitted.
11. Approval of the FY24 Consolidated Application, as submitted.
12. Approval of the renewal of Title I Crate from 806 Technologies - Plano, TX per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011, as submitted.
13. Approval of the renewal of TransACT Parent Notices - Lynnwood, WA in the amount of $9,996.00 whereas, $4,998.00 to be paid from 142-72210-399-101 and $4,998.00 to be paid from 142-72210-399-301, as submitted.
14. Approval of the renewal of Platform, Strategies and Math from ELLevation (Curriculum Associates) per cooperative purchasing group Allied States #22-7436 in the amount of $25, 770.83 per contract whereas, $7,901.04 to be paid from 142-72210-399-101 and $7,901.04 to be paid from 142-72210-599-301 and $9,968.75 to be paid from general funds, as submitted.
15. Approval of the renewal of Rosetta Stone - Harrisonburg, Virginia in the amount of $8,100.00 whereas, $4,050.00 to be paid from 142-72210-399-101 and $4,050.00 to be paid from 142-72210-399-301, as submitted.
16. Approval of the Memorandum of Understanding (MOU) between Putnam County School System and the Putnam County Sheriff's Office for the School Resource Officer (SRO) Program, as an addendum to school safety plans.
17. Approval to renew the Systemwide Pest Control Services Agreement Extension #1 with Optimus Pest Solutions - Smithville, Tennessee in the total annual amount of $16,560.00 to be paid from 141-72610-399 effective July 1, 2023, through June 30, 2024, as submitted.
18. Approval of transmitting Putnam County School System (PCSS) data to Comprehensive Educational Resources (Correlated with Mastery View Benchmark Assessments), as submitted.
19. Approval of Complaint Managers for 2023 - 2024 school year, as submitted.
20. Approval of the following individuals to serve on the Collaborative Conferencing Team for 2023 - 2024:

- PET - Danielle Johnson, Dee Bean, Sandy Harris
- PCEA - Diane Phy, Leslie Worsham, Cristal Roberts
- Unaffiliated - Gavin Moore
- BOE - Max Petett, Rhonda Mahan, Mark McReynolds, Tim Martin, Bridgette Carwile, Dr. Sharon Anderson, Angie Knight

21. Approval of the change request from Covington Flooring - Birmingham, Alabama due to the unforeseen conditions that were observed after the removal of the water damaged wood floor at Avery Trace Middle School in the amount of $28,215.00 to be paid by insurance funds, as submitted.
22. Approval to request and obtain a board credit card from First Horizon for the use of purchasing necessary items for families that are assisted by Putnam County Student Services per the recommendation from the State of Tennessee Comptroller's office, as submitted.
23. Approval of a $20 monthly stipend for cell phone usage for the 2023-24 school year per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology department employees: Scott Allen, Frankie Jerome and Michael McCarver, as submitted.
24. Approval to renew subscription for Gaggle, a K-12 student digital safety platform, from July 1, 2023 to June 30, 2024, per Sevier County Schools's Contract #011522SCS from Central Technologies, Inc. - Knoxville, Tennessee, per quote #015492 in the amount of $71,875.00 to be paid from 141-71100-722-01607, as submitted.

VI. Policy
- A. Policy 6.312, Use of Personal Communication Devices and Electronic Devices, on first reading ONLY
- B. Policy 1.404, Appeal to and Appearances Before the Board, on first and final reading

VII. Discussion/Presentation
- A. Building Projects
  1. Park View School Project Update
     Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
     - a. Park View School Action Items
       Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
       1. Approval to pay American Constructors, Inc. - Brentwood, Tennessee in the amount of $4,367,822.89 and Pinnacle Bank (retainage) in the amount of $212,639.78 for pay application #10 related to the Park View School Project to be paid from the Putnam County Bond Issue, as submitted.
       2. Approval to pay Upland Design Group, Inc. - Crossville, Tennessee in the amount of $45,749.39 to be paid from 141-76100-304-02504 for architectural services for the Park View School Project, as submitted.
       3. Approval of a payment to GEOService, LLC - Chicago, IL in the amount of $16,293.75 for construction monitoring services for the

new Park View School Project through May 28, 2023, to be paid from 141-76100-399-000-02504-000, as submitted.

2. Upperman High School Expansion Project Update
   Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
   a. Upperman High School Expansion Project Action Items
      Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
      1. Approval to pay King Construction Group, Inc. - Cookeville, Tennessee in the amount of $359,534.61 and First Horizon Bank (retainage) in the amount of $18,922.87 for pay application #8 related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.
      2. Approval of a payment to Upland Design Group, Inc. - Crossville, Tennessee in the amount of $3,791.92 to be paid fromm 142-76100-707-933 for architectural services for the Upperman High School Expansion Project (School Federal Program Fund (ESSER 3.0), as submitted.
      3. Approval to pay Engineering & Testing solutions, LLC - Knoxville, Tennessee in the amount of $2,415.00 for engineering services related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.
      4. Approval to pay AAR of North Carolina, Inc. - Kernersville, NC in the amount of $1,458,208.86 and First National Bank (retainage) in the amount of $76,747.84 to be paid from 142-76100-707-933 (ESSER 3.0) for pay application #3 related to the Upperman High School Expansion Project, as submitted.
      5. Approval to pay Richard C. Rinks & Associates, Inc. - Cookeville, Tennessee in the amount of $10,932.26 to be paid from 142-76100-707-933 (ESSER 3.0) for design services for the Upperman High School Roof Project, as submitted.

VIII. Adjournment

EXHIBIT
III A
06/29/23
(July BOE Mtg)

MEMORANDUM

TO: Board, Deputy Director, Supervisors, Principals, Secretaries, Dan Rader

FROM: Sharon Reid, Executive Administrative Assistant

RE: 2023-2024 Board Meeting Dates/Agenda Deadlines and Board Work Sessions

DATE: June 20, 2023

Regular Board Meetings are held at 5:00 PM.

2023-24 Board Dates	Agenda Deadline
June 29, 2023 (Reg July Mtg)	June 15, 2023
August 3, 2023	July 20, 2023
September 7, 2023	August 24, 2023
September 28, 2023 (Reg Oct Mtg)	September 14, 2023

(Thursday, September 29, 2023, Board Work Session from 6-9 PM)

FALL BREAK	**OCTOBER 2 – 13, 2023**
November 2, 2023	October 19, 2023
December 7, 2023	November 21, 2023
WINTER BREAK	**DECEMBER 20, 2023 – JANUARY 2, 2024**
January 4, 2024	December 19, 2023

(Saturday, January 27, 2024, Board Work Session from 8:30 AM–3:30 PM)

February 1, 2024	January 18, 2024
March 7, 2024	February 22, 2024
SPRING BREAK	**MARCH 11 – 15, 2024**
April 4, 2024	March 21, 2024

(Thursday, April 4, 2024, Board Work Session from 6:00–9:00 PM)

(Monday, May 6, 2024, Joint County Commission/Board Work Session 5:30 – 7:00 PM)

May 2, 2024	April 18, 2024
June 6, 2024	May 23, 2024
June 27, 2024 (July BOE Mtg)	June 13, 2024

received
06-20-23

EXHIBIT
tabbies
III B.
06-29-23
(July BOE Mtg)

Personnel Report For June 2023

NEW HIRES

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Curey	Magge	CHS	SPED CDC Teacher	7/26/23	141-E-71200-116-000-00000-037	7.5	Janita Walker
Boles	Jamie	Transportation	FT SPED Bus Attendant/Monitor	5/18/23	141-E-72710-189-000-01605-000	6	n/a
Keylon	Blake	CHS	Robotic Instructor	7/26/23	141-E-71300-116-000-00000-037	7.5	new position
Shope	Jennifer	CHS	Grade 9-12 Math Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5	Carla Foster
Berta	Caitlin	PSMS	Grade 8 Math & Science Teacher	7/26/23	141-E-71100-116-000-00000-100	7.5	Stacey Cagle/Tonia Severance
Gahring	Tiley	PvES	SAC Activity Instructor	5/30/23	146-E-73300-189-000-01800-000	5.8	n/a
Hutson	Morgan	NES	Kindergarten Teacher	7/26/23	141-E-71100-116-000-00000-057	7.5	Abbi Kline

REHIRES

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Nash	Trenton	VITAL	Grade 7-12 Social Studies	7/26/23	141-E-71100-116-000-00000-006	7.5	Cade Arnold
Cantrell	Summer	Central Office	Systemwide SPED Consulting Teacher	7/26/23	141-E-72220-189-000-00000-000	7.5	Terri Melton
Rabidoux	Paris	AMS	PE Teacher	7/26/23	141-E-71100-116-000-00000-008	7.5	Emma Richardson
Dukes-Smith	Jennifer	AMS	SPED Resource Teacher	07/26/223	141-E-71200-116-000-00000-008	7.5	Suellen Thompson
Upchurch	April	Burks	SPED Resource Teacher	7/26/23	141-E-71200-116-000-00000-025	7.5	Raegan Davis
Hall	Lucas	PSES	Grade 4 Teacher	7/26/23	141-E-71100-116-000-00000-095	7.5	Nicholas Schultz
Scott	Marissa	CHS	Grade 9-12 English Teacher	7/26/23	141-E-71100-116-000-00000-037	7.5	Faith Jackson

TRANSFERS

LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Eckwright	Rachele	CHS SPED Assistant	SEC Gen Ed Assistant	7	7/1/23	141-E-71100-163-000-00000-070	Dusti Brooks
Workman	Mary	Gen Ed Teacher	SPED Resource Teacher	7.5	7/26/23	141-E-71200-116-000-00000-065	Cirel Guzman
Wiegand	Staci	ESSER Teacher Assistant	TITLE Teacher Assistant	7	7/25/23	142-E-71100-163-101-00000-065	Camille Farley
Melton	Terri	Systemwide SPED Consultin Teacher	Systemwide SPED Behavior Specialist	7.5	7/26/23	142-72220-189-896 (50%). 141-72220-189 (50%)	Todd Clinton
Hollandsworth	Briana	SPED Resource Assisntant	RTI Assistant	7	7/26/23	142-E-71100-163-933-00000-095	Staci Wiegand
Stout	Parker	SUB	Grade 7th Math Teacher	7.5	7/26/23	141-E-71100-116-000-00000-100	Jeffery Waller
Hull	Jamie	SUB	School Counselor @ BPS	7.5	7/26/23	141-E-72130-123-000-00000-017	Chloe Wade
Janko	Stefanie	Grade 5-8 Math Teacher @ PSMS	Horitculture Teacher @ PSMS	7.5	7/26/23	141-E-71300-116-000-02518-100	New Position
Bean	Dee	Grade 1 @ BPS	Grade 3 @ CsES	7.5	7/26/23	141-E-71100-116-000-00000-015	Melissa Smith
Porter	Shelia	Teacher Assistant	School Bookkeeper	7.5	7/3/23	141-E-72410-119-000-00000-050	Angie Vaughn
Phillips	Michele	PreK Teacher @ JWES	PreK Teacher @ CHS	7.5	7/26/23	141-E-73400-116-000-02005-037	Jessica Nabors

received
06-16-23

Maynard	Rebecca	SPED CDC Teacher @ PvES	SPED CDC Teacher @ PSMS	7.5	7/26/23	141-E-71200-116-000-00000-100	Kelsey White
Thrasher	Stefanie	VITAL Online 7/8 Math Teacher	Assistant Principal @ PSMS	7.5	7/26/23	141-E-72410-139-000-00000-100	Misty Briggs
Briggs	Misty	PSMS Assistant Principal	PSMS Career Exploration Teacher	7.5	7/26/23	141-E-71300-116-000-02518-100	New Position
Sample	Faith	SPED Middle School Teacher @ WPA	Family Liaison Teacher @ WPA	7.5	7/26/23	141-E-71150-116-000-00000-105	New Position
Jackson	Jessica	Supplement	Grade 7-12 Math Online Teacher for VITAL	7.5	7/26/23	141-E-71100-116-000-00000-006	Stefanie Thrasher
White	Reagan	Teacher Assistant	Grade 1 Teacher @ CCES	7.5	7/26/23	141-E-71100-116-000-00000-030	Melissa Adcock
Moore	Aniza	Tutor	Grade K-4 Music Teacher	7.5	7/26/23	141-E-71100-116-000-00000-095	Sarah McDonald
Williams	Madylin	Tutor	Grade 3 ELA/SS Teacher	7.5	7/26/23	141-E-71100-116-000-00000-015	Ella Lansdell
Milligan	Jillian	SUB	SPED Extended Resource Teacher	7.5	7/26/23	141-E-71200-116-000-00000-008	Abbey Kraiskopf
Farley	Sonja	Principal @ MHS	WBL Teacher @ MHS	7.5	7/1/23	141-E-71300-116-000-00000-055	Penny Riddle
Cooper	Koye	SPED CDC Teacher @ CHS	SPED Resource Teacher @ CHS	7.5	7/26/23	141-E-71200-116-000-00000-037	Jeffery Upshaw
Harris	Mary	RTI Teacher @ CCES	Grade 5-8 ELA Teacher @ UMS	7.5	7/26/23	141-E-71100-116-000-00000-110	Jennifer Mortensen
Hernandez	Gabriela	Teacher Assistant @ Burks	Grade 4 Teacher @ CCES	7.5	7/26/23	141-E-71100-116-000-00000-030	Reagan Owens
Clark	Alexis	Grade 5-8 ELA Teacher @ UMS	Grade 9-12 English Teacher @ UHS	7.5	7/26/23	141-E-71100-116-000-00000-090	Noah Farrington
Kolath	Savannah	SAC Activity Instructor	Kindergarten Teacher @ NES	7.5	7/3/23	141-E-71100-116-000-00000-057	Megan Wynne
Senz (Dunn)	Erin	Leaps	Grade 4 Teacher @ NES	7.5	7/26/23	141-E-71100-116-000-00000-057	Susan McDonald

RESIGNATION

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE
Bell	Christopher	CHS	SPED CDC Assistant	5/26/23
Brown	Jennifer	CHS	SPED Tracs Assistant	5/26/23
Nabors	Jessica	CHS	Pre-K Teacher	5/26/23
Lawson	Samantha	PSMS	SPED CDC Assistant	5/26/23
Smith	Elizabeth	PSMS	SPED CDC Assistant	5/26/23
Temples	Travis	UMS	Grade 5-8 Math Teacher	6/30/23
Strong	Kimberlea	Burks	Pre-K Assistant	5/26/23
Solomon	Sarah	Central Office	Systemwide SPED Teacher of Deaf/Hard of Hearing	5/26/23
Foster	David	CHS	Grade 9-12 Math Teacher	5/26/23
Randolph	Tephany	Adult ED	Secretary	5/23/23
Braisted	Lindsey	PSMS	Grade 8 ELA Teacher	5/26/23
Gentry	Kayla	PvES	SPED CDC Teacher	5/26/23
Troyer	Beth	Burks	Grade 2 Teacher	5/26/23
Phillips	Kaylee	Burks	Grade 6 ELA Teacher	5/26/23

TERMINATIONS

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE

NON-RENEWALS

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE
Owens	Reagan	CCES	Grade 4 Teacher	7.5	5/26/23
Burns	Jason	UHS	Grade 9-12 English Teacher	7.5	5/26/23
Davis	Raegan	Burks	SPED CDC Teacher	7.5	5/26/23
Lansdell	Ella	CsES	Grade 3 ELA/SS Teacher	7.5	6/30/23
Smith	Melissa	CsES	Grade 3 Teacher	7.5	6/30/23
Parnham	Anna	PSMS	Grade 8 ELA Teacher	7.50	5/26/23
Upshaw	Jeffery	CHS	SPED Resource Teacher	7.5	5/26/23
Waller	Jeffrey	PSMS	Grade 7 Math Teacher	7.5	5/26/23
Mortensen	Jennifer	UMS	Grade 5-8 ELA Teacher	7.5	5/26/23

RETIREMENT

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE
Pauli	Marsha	MHS	School Counselor	6/30/23
Wheeler	Laura	Systemwide	Elementary ESL Teacher	5/26/23
Ledbetter	Betty	PvES	SPED Resource Assistant	5/26/23

PAY CHANGE

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay

ADDITIONAL HOURS

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
Green	Maria	CHS	Gate Worker Track 4/25 wages $148.37	7	5/18/23	141-E-72210-189-000-01601-000	
Hadlock	Thomas	CHS	Gate Worker Track 4/25 wages $148.37	7	5/18/23	141-E-72210-189-000-01601-000	
Leddy	Katelyn	CHS	Stage manager musical wages $423.91	7	5/18/23	141-E-72210-189-000-01601-000	
Craig	Jeremiah	CHS	Lighting Director musical wages $423.91	7	5/18/23	141-E-72210-189-000-01601-000	
Flatt	Meredith	CHS	Choreographer School Musical wages $847.82	7	5/18/23	141-E-72210-189-000-01601-000	
Farris	Stacy	VITAL	Spring 2023 Driving Instructor Pay $25/hr	2	5/22/23	141-E-71100-116-000-00000-000	$25.00
Manis	Rachel	Central Office	additonal month to assist with Summer School and TN All Corp Tutoring for school year 2022-2023	7.5	5/26/23	142-E-71100-189-933-00000-000	n/a
Thomsen	Farrah	CHS	café worker for project grad event - wages $137.94	7	5/24/23	141-E-72210-189-000-01601-000	

INCREASE IN HOURS

LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Upton	Whitney		establishing 10.5 months for VITAL funding	7.5	7/3/23	141-E-72130-123-000-00000-006	n/a

DECREASE IN HOURS

LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING

OTHER

LAST NAME	FIRST NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE
Cantrell	Karissa	UMS	Master's Degree = $2600	7.5	5/15/23
Pace	Demetria	CHS	Master's Degree = $2600	7.5	5/15/23
Samon	Rebecca	AMS	did not receive her EDS, please remove $2600 annually	7.5	5/16/23
Abbisso	Aleece	PSMS	remove EDS & MS, has not graduated as indicated on application $5200 annually	7.5	7/1/23
Bussell	Jordan	NES	Master's = $2600	7.5	5/18/23
Wishard	Sandra	NES	Master's = $2600	7.5	5/17/23
Campbell	Amber	ATMS	EDS = $2600	7.5	5/17/23
Vanhorn	Katherine	NES	Master's = $2600	7.5	5/18/23
Bayless	Joshua	CHS	SSO Booster Stipends $1441.29	7	5/18/23
Parham	Cory	CHS	SSO Booster Stipends $423.91	7	5/18/23
Almendarez	Emilio	CHS	Master's Degree = $2600	7.5	5/18/23
Almendarez	Kyla	Central Office	Master's = $2600	7.5	5/19/23
Chaffin	Michael	CHS	SSO Booster Stipends $1695.63	7	5/18/23
Vaughn	Angela	JWES	taking a year Medical LOA w/o pay	7.5	6/30/23
Sidler Jr.	Billy	Transportation	awarded 20 sick days from Sick Bank from Trustees	7.5	5/23/23
Francis	Ashley	PSMS	worked lighting and sound for Carrie Dance Studio wages $720.00	7.5	5/22/23
Leblanc	Michael	PSMS	$1200 for archery assistant coaches this school year	2	5/22/23
Keen	Kyndra	PSMS	$700 payment for being an archery assistant coach this year	2	5/22/23
Talkington	Kelsey	AES	1 unpaid day (suspension), deduct on June check	7.5	5/26/23

SPREADSHEETS:					

MINUTES
Putnam County Board of Education
Cookeville, Tennessee
June 1, 2023

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, June 1, 2023. Dr. **FRY** convened the meeting at 5:00 PM.

PRESENT.....5
Dr. Dawn Fry, Vice-Chair
Kerry Ledbetter
David McCormick
Lynn McHenry
Jill Ramsey

ABSENT.....1
Kim Cravens, Chair

Dr. **FRY** stated the Board would address Agenda Item II., Approval of the Agenda.

ACTION: (II.) Mr. **McHENRY** made a motion to approve the agenda as recommended and submitted by Corby R. King, Director of Schools. Mr. **McCORMICK** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item III., Announcements, and recognized Corby King, Director of Schools.

Mr. **King** made the following announcements:

- Recognized, congratulated and presented the *I Make A Difference Certificates* to the following School Resource Officers:
    - Bill Harris – Cookeville High
    - Ron Harris – Sycamore Elementary
    - Randy Brown – Burks Elementary
    - Steve Elrod – Prescott South Elementary
    - Chuck Johnson – Cornerstone Elementary
    - Brandon Masters – Prescott South Middle
    - Zack Maxwell – Avery Trace Middle
    - Bo Sherrell – Upperman High
    - John Pettit – Cane Creek Elementary
    - David Cantrell – Park View Elementary

- Dan Gragg – Monterey High
- Will Page – White Plains Academy
- Willie Smith – Northeast Elementary
- Matt Hickey – Algood Elementary
- Rick Shepherd – Cookeville High
- Brandon Bond – Baxter Primary
- Chris Billings – Algood Middle
- Jeremy Bow – Jere Whitson Elementary
- Curtis Robinson – Capshaw Elementary
- Jon Odom – Upperman Middle

- Noted Director's Personnel Report

Dr. **FRY** stated the Board would address Agenda Item IV.A., Approval of the Minutes.

ACTION: (IV.A.) Ms. **RAMSEY** made a motion to approve the Minutes of the Regular May Board Meeting – Thursday, May 4, 2023, @ 5:00 PM, as submitted. Mr. **LEDBETTER** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address approval of the Consent Agenda, and asked if anyone had an item they would like removed for discussion.

ACTION: (V.A.1. – V.F.17.) Mr. **McHENRY** made a motion to approve the following Consent Agenda, as recommended and submitted by Corby R. King, Director of School:

V. Approval of the Consent Agenda

A. Payments/Purchases

1. Approval of payment to Moore, Rader, Fitzpatrick and York, P.C. – Cookeville, Tennessee for legal services from February 18, 2023, to May 12, 2023, in the amount of $18,336.25 to be paid from 141-72310-331, Legal Services, as submitted. (General Purpose Schools)

2. Approval of purchase from Bluum, Inc. – Phoenix, AZ for equipment and materials to support the Future Ready VITAL program and labs for the 2022-2023 school year in the total amount of $53,114.00 to be paid from 141-71100-399-01501, as submitted.

3. Approval of payment to Tennessee Tech University – Cookeville, Tennessee for State of Tennessee reimbursement for Pre-K between January 1, 2023, and March 31, 2023, in the amount of $26,208.82 to be paid from 141-73400-399-01604, Other Contracted Service, as submitted.

4. Approval to purchase twenty-two (22) Air Quality Testers from Central Technologies, Inc. in the total amount of $36,399.88 to be paid from the Epidemiology & Laboratory Capacity Grant (sub fund 942) to be installed in the middle and high schools within the Putnam County School District, as submitted.

5. Approval to purchase the WhyTry Online Curriculum, Level 1 Training and WhyTry Group A License for up to fifty (50) staff within the Putnam County School District in the total amount of $14,999.50 to be paid from the Epidemiology & Laboratory Capacity Grant (sub fund 942), as submitted.

6. Approval of the purchase of three-hundred (300) Chromebooks from Bluum from NCPA #01-48 for Summer Learning Camps in the total amount of $99,828.00 to be paid from 142-71100-722-02508, as submitted.

7. Approval of the purchase of eighteen (18) Viewsonic Boards from Bluum from NCPA #01-48 for Summer Learning Camps in the total amount of $40,662.18 to be paid from 142-71100-722-02508, as submitted.

8. Approval of payment to Cognia Inc. (previously known as AdvancedED) – Atlanta, GA for Yearly Membership Fees for the 2023-2024 school year, in the amount of $25,200.00 to be paid from 141-72310-599, as submitted.

B. Bids/Quotes/Sealed bids/RFPs

1. Approval to award the Transportation Fuel bid to the low bidder, JAT Energy – Chattanooga, Tennessee, for both gasoline and diesel, as submitted on the bid tally sheet.

2. Approval to award the Transportation Tires bid to the low bidder, Wonderland Tire Co. – Lebanon, Tennessee, as submitted on the bid tally sheet.

3. Approval to award the Algood Middle and Cornerstone Elementary Gym Floor bid to the sole bidder, Covington

Flooring Co. – Birmingham, AL, in the amount of $70,590.00, as submitted on the bid tally sheet.

4. Approval of the sale of the following four (4) Thomas Bilt School Buses as Surplus Equipment on www.Gov-Deals.com, as submitted:

    - 1T7YT4C2261271419
    - 1T7YT4E2681103749
    - 1T7YT4E2881107379
    - 1T7YT4E2491109339

5. Approval to award the Ice Cream Products bid and purchase from the sole bidder, Murfreesboro Pure Milk Co. in the total amount of $88,760 to be paid from 143-73100-422, as submitted.

6. Approval to award the Chemical Products bid to Kelsan in the total amount of $83,220.00 to be paid from 143-73100-421, as submitted.

7. [Unable to award the *Delivery Ready to Eat Pizza* bid at this time as further clarification from bidders required; a recommendation will be submitted for the June 29, 2023, (July Board Meeting) Agenda.]

8. Approval to award the Food and Non-Food Supplies bid to, and to purchase from the sole bidder, Institutional Wholesale Co (IWC), in the total amount of $3,353,480.75 for Jackson, Macon and Putnam County School Nutrition Programs to be paid from 143-73100-422, as submitted.

9. Approval to award the Kitchen Equipment bid to, and to purchase from the sole bidder, Strategic Equipment, in the total amount of $110,256.25 to be paid from 143-73100-710, as submitted.

10. Approval of the Career & Technical Education Bus Conversion bid from Airstream DBA: Creative Mobile Interiors, Inc. – Grove City, Ohio in the total amount of $135,200 to be funded by Perkins Reserve Regional Career Pathways Grant, as submitted on the bid tally sheet.

11. Approval to accept the RFP from Accelerate Learning Inc. – Anthem, Arizona for the Online Homeschool Curriculum for the 2023-2024 school year to be paid from Future Ready VITAL, 141-71100-399-01502 @ $3,900 per student, as submitted.

C. Budget Amendments/Line Item Transfers

1. General Purpose School Budget Amendments – Fund 141

   a. LEAPS – Budget amendment for LEAPS Extended Program

   b. Adult Education – To budget for revenue received for Adult Education

   c. Federal Programs – Summer Learning Camp -02508 revenue amendment is required in order to allocate funds

   d. Finance – To amend budget for additional transfers from the Food Service Budget to the General Purpose School Budget

   e. Finance – Reallocate retirement budget between and Retirement Hybrid Stabilization codes

   f. Finance – To amend budget for General Purpose School Fund Year-End Cleanup

   g. Adult Education – To redistribute funds to meet needs

2. General Purpose School Line Item Transfers – Fund 141

   a. Special Education – Spring Clean Up

3. Federal Projects Budget Amendments – Fund 142

   a. Federal Programs – Title I (101) amendment is to reallocate funds for family engagement

   b. Federal Programs – Summer Camp Transportation (02501) revenue amendment is required in order to allocate funds

   c. Career & Technical Education Perkins Grant – Move monies to account for reduction in anticipated in-direct cost and increase CTSO travel

d. Extended Learning – Budget Amendment for 21st Century Grant

e. Student Services – Epidemiology & Laboratory Capacity Grant budget amendment is required in order to allocate funds

4. Federal Projects Line Item Transfers – Fund 142

a. Federal Programs – This Consolidated Administration (011) line item transfer is required in order to cover salaries

b. Federal Programs – This TN All Corps (938) line item transfer is to utilize funds more appropriately according to program needs

c. Special Education – Spring Clean Up of the IDEA ARP FY-23 funds

D. Approval of Out-of-County and Overnight Trip Reports

E. Approval of the Grant Report

F. Other

1. Approval of the renewal agreement between Putnam County Board of Education and Sidekick Therapy Partners – Knoxville, Tennessee for the 2023-2024 school year to provide speech/language services, to seek and obtain reimbursement from TennCare Managed Care Contractors to be paid from 141-71200-312, as submitted.

2. Approval of the renewal of the agreement between Putnam County Board of Education and Enome, Inc. (GOALBOOK) – San Mateo, CA for GoalBook Toolkit Special Education Partial Department Membership for the 2023-2024 school year in the amount of $46,235 to be paid from 141-72220-524, as submitted.

3. Approval of the Memorandum of Understanding (MOU) between Putnam County School System (PCSS) and the State of Tennessee, Department of Education, to administer Tennessee School Climate Survey within the PCSS district, as submitted.

4. Approval of the renewal of the agreement between Putnam County Board of Education and Vanderbilt University Medical Center (Bill Wilkerson Center) – Nashville, Tennessee for the 2023-2024 school year to provide, on site, both an educational audiologist direct and consultative educational services in the Putnam County and technology support via phone/text/email or Zoom to be paid from 141-72220-399, as submitted.

5. Approval of the renewal of the agreement between Putnam County Board of Education and Elizabeth Reeder, OTR/L for the 2023-24 school year for student occupational evaluations, supervision of COTAs (Certified Occupational Therapy Assistants), documentation and school personnel training/education for related services provided by Putnam County Schools to be paid from 141-72620-399, as submitted.

6. Approval of the contract with Covington Floor Company – Birmingham, Alabama for the gym floor refinishing at Algood Middle School and Cornerstone Elementary School in the amount of $70,590.00 to be paid from 141-72620-399, as submitted.

7. Approval to enter into an agreement with Village Virtual – Chattanooga, Tennessee for online curriculum for the 2023-2024 school year to be paid from VITAL, 141-71100-399-01501, as submitted.

8. Approval of the adoption of the Supplement Scale with notations, as submitted.

9. Approval to renew the custodial contract with TMA Services, LLC – Knoxville, Tennessee effective July 1, 2023, through June 30, 2024, as submitted.

10. Approval of the Memorandum of Understanding (MOU) between WIOA Upper Cumberland Local Workforce Development Board and Putnam County Board of Education with local provision acknowledging the maximum liability of $20,000 for infrastructure costs and $7,000 maximum liability of additional costs at the American Job Center in Cookeville and Crossville, Tennessee to be paid from Adult Education funds effective July 1, 2023 – June 30, 2024, as submitted.

11. Approval of the acceptance of the donation of all Tennessee College of Applied Technology (TCAT) owned equipment currently being used by and located in CTE classrooms at CHS, MHS, and UHS.

12. Approval of the Memorandum of Understanding (MOU) between Tennessee College of Applied Technology (TCAT) – Livingston, Tennessee and Putnam County School System to establish the terms and conditions for the 2023-2024 school year, as submitted.

13. Approval of both the *Agreement to Administer the School Nutrition Program* and the *Local Agriculture Products Compliance Plan* for the 2023-2024 school year due annually for School Nutrition Programs, as submitted.

14. Approval of additional work to be completed by Covington Floor Company – Birmingham, Alabama in the amount of $17,183 to be paid from 141-71100-722-01607, as submitted.

15. Approval to renew the annual site license subscription for ClassLink SSO (per TIPS contract #230105 pricing) in the amount of $38,100.90 to be paid from 141-71100-722-01607, Technology, as submitted.

16. Approval of the District-Wide Comprehensive Strategic Plan 2023 – 2028 prepared by Southern Educational Strategies, LLC (SES), as submitted.

17. Approval of the Addendum to the Agreement between the Putnam County School System and the Putnam County Sheriff's Office for the School Resource Officer Program (SRO), as submitted.

Mr. **McCORMICK** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VI.A., Policy 4.600, Grading System, on first and final reading.

ACTION: (VI.A.) Mr. **McCORMICK** made a motion to approve Policy 4.600, Grading System, on first and final reading to comply with TCA 49-6-407, which will become effective July 1, 2023, for all actively enrolled students in the class of 2027 (2023-2024 freshman) and following who have earned high school credits will have Statewide Dual Credit Courses and National Industry Certification Courses (tier 2 and 3) quality points adjusted, as submitted. Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.A., 2023-2024 Early Registration Period Update; and recognized Chris Pierce, Attendance & Enrollment Supervisor.

Mr. **Pierce** stated the following regarding the 2023-2024 Early Registration Period Update:

- Kindergarten pre-registration for 2023-2024
    - To date, 783 students pre-registered for Kindergarten
    - Higher than typical registration number (about a 10% increase) over past kindergarten early enrollment periods
    - Number of students pre-registered for 2022-23 was 714
        - Two possible reasons
            - Simply advertised early enrollment process more effectively this cycle
            - Or more kindergarten students coming overall
    - Over past several years enrolled approximately 650-700 new kindergarten students during early enrollment period.
    - Will know more once new school year starts and we past Registration Day.

- Priority 4 Kindergarten Lottery
    - 55 students among 7 schools participated in Priority 4 Kindergarten Lottery
    - After consulting with Principals, Capshaw and Northeast Elementary schools required a drawing.
    - 5 available spots filled at each school via random draws
    - Students on lists from other schools were allowed to enroll at those particular locations due to open space at that time.
    - There were 33 students who were successful in their kindergarten lottery applications.

- Priority 4 Transfer Window
    - 6 elementary students granted transfer during Priority 4 Transfer Window offered in May.
    - Approximately 77 seats available for transfer across elementary school level at that time.
    - On May 26, 2023, we had 900 kindergarten students in schools. Difference between that enrollment number and our 23-24 Pre-Registration enrollment number of 783 is 117 students.

- Anticipate enrolling approximately 100-200 additional kindergarten students when new school year begins.
- Some families do not take advantage of early enrollment, other families will relocate to Putnam County over the summer and register later.

- Online School Registration

  - Utilized PowerSchool Enrollment Express as online school registration method and hope to continue with it going forward.
  - There has been and will be a push for families to use their PowerSchool Parent Portal more going forward this year.
  - Staff have been doing an excellent job registering Pre-Kindergarten families over last few weeks.
  - Seats in that program are not filled yet.

- Other Updates

  - Elementary schools re-restricted to allowing any new enrollments to only Priorities 1 & 2 as of 5/2/23.
    - These students are students of full-time PCSS employees.
    - Students already enrolled in buildings.
    - Students who live in a particular school zone
  - End of 2021-22 school year serving 12,025 students
  - As of 5/26/23, PowerSchool's overall enrollment at 12,027 students.
  - This represents an overall net gain in enrollment of 2 students.
  - Using PowerSchool's projected enrollment numbers for next year, no elementary school has a capacity number above 90% at this time (mainly 70% - 80%).
  - However, our Pre-K enrollment numbers are not at capacity and we know more Kindergarten enrollees and others will show up on July 28th and throughout the next school year.
  - Upperman High School's capacity projected to be greater than 100% next year.
  - However, student-teacher ratios and class sizes are under state limits as of now with two extra teaching positions planned for that school.
  - The building expansion is expected to alleviate capacity concerns.

Mr. **Pierce** made the following recommendations based on Early Enrollment numbers:

- Allow middle and high schools, except Upperman High School (UHS), to remain open for enrollment to all 4 priorities until such time as student-teacher ratios and building capacities reflect otherwise.
- UHS will be restricted to enrolling ONLY Priority 1 & 2 students going forward.
- All other schools will revert to enrolling ONLY Priority 1 & 2 students after the Registration Day on July 28th pending no other action this summer.

Mr. **Pierce** stated any school building Capacity and Student/Teacher ratio issues would be monitored and addressed as we progress toward the beginning of the 2023-24 school year.

ACTION: (VII.A.) Mr. **McHENRY** made a motion to approve Mr. Pierce's recommendations based on Early Enrollment numbers, as stated. Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.B.1., Park View School Project Update; and recognized Kim Chamberlain, Upland Design Group – Crossville, Tennessee.

Mr. **Chamberlain** stated the following regarding the Park View School Project Update:

- Project progressing very well; weather cooperative for construction
- Going very vertical in a hurry
- Classroom wing slab poured; laying block now
- Kitchen and cafeteria area block work continuing
- As of today (06/01/23), you can see steel frame going up for lobby area.
- Recommended payments of the Park View School Project Action Items, VII.B.1.a.(1.) – VII.B.1.a.(3.)

Dr. **FRY** stated the Board would address Park View School Project Action Items.

ACTION: [VII.B.1.a.(1.) - VII.B.1.a.(3)] Mr. **LEDBETTER** made a motion to approve the following Park View Action Items, as submitted and recommended by Kim Chamberlain, Upland Design Group:

- VI.B.1.a.(1.) - Approval to pay American Constructors, Inc. – Brentwood, Tennessee in the amount of $2,321,153.77 and Pinnacle Bank (retainage) in the amount of $110,755.72 for pay application #9 related to the Park View School Project to be paid from Putnam County Bond Issue.

- VI.B.1.a.(2.) - Approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of $24,354.14 for architectural services for the Park View School Project to be paid from 141-76100-304-02504.

- VI.B.1.a.(3.) - Approval of a payment to GEOServices, LLC – Chicago, IL in the amount of $13,067.50 for construction monitoring services for the new Park View School Project through April 30, 2023, to be paid from 141-76100-399-02504-000

Mr. **McCORMICK** seconded the motion. Ms. **CRAVENS** was absent. Motion carried.

Mr. **Chamberlin** stated the following regarding the Upperman High School (UHS) Expansion Project Update:

- Finishing up 70% - 80% of the roof over JROTC and choir room areas
- Next couple days, it should be in the dry and allowing mechanical, electrical, and sprinkler lines to start.
- Front of building - two (2) classroom wings both are topped out with block work
- Trusses on site; will start setting trusses next week
- Behind that work roof work will start
- Next couple weeks, classroom wings will be in the dry.
- Only issue right now is trying to get brick for the expansion to match the existing building.
- Brick work probably 30 days out
- Will not hold up work inside and will not impact the schedule.
- Recommended payments of the Upperman High School Expansion Project Action Items, VII.B.2.a.(1.) – VII.B.2.a.(3.)

Dr. **FRY** stated the Board would address UHS Expansion Project Action Items.

ACTION: [VII.B.2.a.(1.) - VII.B.2.a.(3.)] Ms. **RAMSEY** made a motion to approve the following UHS Expansion Project Action Items, as recommended by Kim Chamberlain, Upland Design Group, as submitted:

- VII.B.2.a.(1.) – Approval to pay King Construction Group, Inc. – Cookeville, Tennessee in the amount of $379,673.84 and First Horizon Bank (retainage) in the amount of $19,982.83 for pay application #7 related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0).

- VII.B.2.a.(2.) – Approval of a payment to Upland Design Group, Inc. – Crossville, Tennessee in the amount of $4,005.21 to be paid from 142-76100-707-933 for architectural services for the Upperman High School Expansion Project (School Federal Fund – ESSER 3.0).

- VII.B.2.a.(3.) - Approval to pay Engineering & Testing Solutions, LLC – Knoxville, Tennessee in the amount of $4,205.00 for engineering services related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0).

Mr. **McHENRY** seconded the motion. Ms. **CRAVENS** was absent. Motion carried.

Mr. **King** asked what the anticipated project completion date was and Mr. **Chamberlin** stated project completion date was scheduled for late November with occupancy the first of January after the winter school break.

Dr. **FRY** stated the Board would address Agenda Item VI.C., Approval of the 141 General Purpose School Budget Draft #1 for the year ending June 30, 2024; and recognized Corby King, Director of Schools.

Mr. **King** stated the following update regarding the Fund 141 - General Purpose School Budget Draft #2 for the year ending June 30, 2024:

- Draft #1 Overage (budgeted expenditures greater than budgeted revenue) = ($1,262,060.06)
- Penny Rate @ $220,855 FY23 to $225,304 FY24 = $4,449* $100* 83.6 cents = $371,936.40
- TISA April Estimate $74,545,837.47 to May Estimate $74,483,642.03 = ($62,195.44)
- Draft #2 Overage (budgeted expenditures greater than budgeted revenue) = ($952,319.10)

ACTION: (VII.C.) Mr. **McHENRY** made a motion to approve the Fund 141 General Purpose School Budget Draft #2 for the year ending 6/30/2024, as submitted. Mr. **McCORMICK** seconded the motion. Ms. **CRAVENS** was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.D., Approval of Putnam County Tennessee Budgets for the Fiscal Year July 1, 2023, to June 30, 2024, for Fund 142, 143, and 146.

ACTION: (VII.D.) Mr. **McCORMICK** made a motion to approve the following Putnam County Tennessee Budgets for the Fiscal Year July 1, 2023, to June 30, 2024, as submitted:

- Schools Federal Projects Budget – Fund 142
- Central Cafeteria Budget – Fund 143
- Extended School Program Budget – Fund 146

Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VIII., Adjournment.

ACTION: (VIII.) Mr. **McHENRY** made a motion to adjourn. Mr. **LEDBETTER** seconded the motion. Ms. Cravens was absent. Motion carried.

The Board adjourned at 5:35 PM.

06-29-23
Date

Kim Cravens
Chair

Corby King
Director of School

EXHIBIT
tabbies
V A.1 #2
06-29-23

Putnam County Board of Education
Agenda Request

(July BOE Mtg)

Name of Person Making Request: Ron Chaffin

Department: Transportation

Phone Number of Person Making Request: 931-526-9342

Requesting approval to pay the following bills:

Transfinder Corporation (Routing Software) in the amount of $21,110.00

Zonar (GPS Software) in the amount of $24,238.44

~~Pay out of line item~~ paid from # 141-7210-399 Other Contracted Services

Ron Chaffin 06-14-2023

Signature of Person Making Request Date

Signature of Director of Schools Date

received
06-14-23

EXHIBIT
tabbies
IA.1
06-29-23
(July BOE mtg)

transfinder

Price Quote

Date: June 8, 2023

440 State Street
Schenectady NY 12305

ATTN: Ron Chaffin
Putnam County Schools
1400 East Spring Street
Cookeville, TN 38506
Phone: 931-526-9342

Prepared By: Vanessa Reinhart
Title: Account Executive
Email: VReinhart@transfinder.com
Fax: 518-723-8298
Phone: 518-723-8401

Annual Support Fee (ASF) for Transfinder Products and Services

Product	Status	Due Date	Annual Fee
Satellite/Ortho	Active	7/23/2023	$250.00
Redistricting	Active	7/23/2023	$0.00
Viewfinder - Initial	Active	7/23/2023	$1,100.00
Infofinder i	Active	7/23/2023	$2,200.00
GPS Connect - Initial	Active	7/23/2023	$2,100.00
Stopfinder - GeoAlerts	Active	7/23/2023	$5,760.00
Hosting Services	Active	7/23/2023	$5,750.00
Routefinder Plus - Initial	Active	7/23/2023	$3,950.00
		Total Amount Due:	**$21,110.00**

ACCEPTED:

Kim Cravens, Board Chair
Client Name & Title

Signature

Purchase Order Number

Date

received
06-14-23

EXHIBIT
tabbies
V A.1 #2
06-29-23

Putnam County Board of Education
Agenda Request

(July BOE Mtg)

Name of Person Making Request: Ron Chaffin

Department: Transportation

Phone Number of Person Making Request: 931-526-9342

Requesting approval to pay the following bills:

Transfinder Corporation (Routing Software) in the amount of $21,110.00

Zonar (GPS Software) in the amount of $24,238.44

~~Pay out of line item~~ paid from # 141-7210-399 Other Contracted Services

Ron Chaffin 06-14-2023

Signature of Person Making Request Date

Signature of Director of Schools Date

received
06-14-23

ZONAR

SERVICE Q

EXHIBIT tabbies IV A. 2. 06-29-23

Service Quote No.: QSI-152784
Service Quote Date: 06/08/23
Page: 1 (July BOE Mtg)

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: (206) 878-2459
Fax: (206) 878-3082

This is Not an Invoice

Bill-To:	Ship To:
Putnam County School System Attn: Accounts Payable 1400 E Spring St Cookeville, TN 38506-4313 United States	Putnam County School System 1400 E Spring St Cookeville, TN 38506-4313 United States

Customer ID	Customer P.O.	Payment Terms
PUT8879	5552300012	NET 30

Item	Description	Service From	Service To	Quantity	Unit Price	Net Price	Extended Amount
GPS057-SB	V4 Base Bundle HW Only	07/01/23	06/30/24	2	98.40	66.36	132.72
GPS058-SB	V4 Base Zero Down Bundle HW Only	07/01/23	06/30/24	86	78.00	66.36	5,706.96
GPS082-SB	V4 Essential Bundle HW Only	07/01/23	06/30/24	9	78.36	78.36	705.24
GPS085-SB	Bundled Hardware Surcharge	07/01/23	06/30/24	2	12.00	12.00	24.00
GTC003-S	Increased GPS Logging Service	07/01/23	06/30/24	97	90.00	24.00	2,328.00
PAX000	Street Service	07/01/23	06/30/24	97	186.00	158.16	15,341.52

Questions? Contact Customer Care. Email: customercare@zonarsystems.com. Phone: (877) 843 3847 selection option 1

Subtotal:		24,238.44
Total Sales Tax:		0.00
Total:	USD	24,238.44

received 06-14-23 BY

EXHIBIT
tabbies
V A.3.
06-29-23
(July BOE Mtg

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of payment to Frontline Technologies Group, LLC – Philadelphia, PA in the amount of $46,361.73 to be paid from:

- 141 72210 399 000 02103 000 $18,627.19
- 141 72210 399 000 02117 000 $8,234.54
- 141 72220 399 000 00000 000 $5,000.00
- 142 71300 399 802 00000 000 $1,500.00
- 142 72210 399 201 00000 000 $13,000.00

For use of the Professional Learning Management and Absence/Substitute Management programs from July 1st 2023 to June 30th 2024.

received
06-13-23

frontline education

INVOICE

Acct #: 12430
#INVUS185880

Accounts Payable
Putnam County Schools
1400 East Spring Street
Cookeville TN 38506

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Professional Learning Management, unlimited usage for internal employees	7/1/2023	6/30/2024	12430 Putnam County Schools	$23,516.44	$23,516.44
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2023	6/30/2024	12430 Putnam County Schools	$22,845.29	$22,845.29

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL $46,361.73

TOTAL DUE by 7/31/2023 $46,361.73

Invoice Generated on 5/23/2023

EXHIBIT
tabbies
V A 4.
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____X____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of payment to Skyward – Stevens Point, WI in the amount of $74,125.00 to be paid from 141-72510-399 for the Accounting and HR Software Annual License fee from July 1st, 2023 to June 30th, 2024 (General Purpose School Fund).

received
06-13-23 BM CK

SKYWARD®

Invoice Detail

PUTNAM COUNTY SCHOOLS
ATTN: ACCOUNTS PAYABLE
1400 EAST SPRING STREET
COOKEVILLE, TN 38506-4313

Invoice #	0000223088
Invoice Date	07/01/2023
Due Date	07/15/2023
Invoice Total	74,125.00

* Invoice was emailed.

Qty.	Item Description	Unit Price	Extension
1.00	FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	23,908.0000	23,908.00
1.00	PAYROLL ANNUAL LICENSE FEE	12,785.0000	12,785.00
1.00	TRUE TIME ANNUAL LICENSE FEE	11,452.0000	11,452.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	8,587.0000	8,587.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	6,800.0000	6,800.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	6,299.0000	6,299.00
1.00	FAST TRACK ANNUAL LICENSE FEE	4,294.0000	4,294.00

Annual License Fees: 07/01/2023 - 06/30/2024

Total Extension **74,125.00**

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482

Invoice #	0000223088	
Invoice Date	07/01/2023	
Payor	PUTNAM COUNTY SCHOOLS	
Due Date	07/15/2023	(PUTNA*TN000)

Invoice Amount: **74,125.00**
Remit Amount:

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to account@skyward.com

EXHIBIT
tabbies
IV A.5.
06-29-23
(July BOE Mtg)

Board Agenda Request

Date: June 15, 2023

Department: Teaching and Learning (Data and Testing)

Person Submitting: Jason Stickler

Account Number (if appropriate): _____

Check one:

___X_ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approve payment of ACT ~~invoice for~~ - Iowa City, IA 2022-2023 district testing - $30,488.00.

To be paid from: 141 E 72130 322 000 02103

received
06-14-23

ACT

P.O. Box 4072
Iowa City, IA 52243-4072

INVOICE

INVOICE NUMBER 24801
INVOICE DATE: 13-JUN-23
INVOICE AMOUNT: 30,488.00
CUSTOMER NUMBER: 46574

BILL TO: PUTNAM COUNTY SCHOOL SYSTEM
1400 E SPRING ST
COOKEVILLE, TN 38506
United States

SHIP TO: ,

DETACH TOP PORTION OF THIS FORM AND RETURN WITH PAYMENT

REMIT TO: ACT
FINANCE
PO BOX 4072
IOWA CITY, IA 52243-4072

PHONE: 319/337-1150
FAX: 319/337-1771

CUSTOMER NUMBER: 46574
DUE DATE: 13-JUL-23
TERMS: 30 NET
P.O. NUMBER: SPRING 2023 - Jason Stickler
ACT ORDER NO.: 63981079

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	NET AMOUNT	TAX
DISTRICT CHOICE STATE TESTING - ACT (NO WRITING) TEST ACCOMMODATIONS	62	EACH	$37.00	$2,294.00	$0.00
DISTRICT TESTING - ACT (NO WRITING) TEST - ONLINE	762	EACH	$37.00	$28,194.00	$0.00

Invoice Item Amount	$30,488.00
Shipping Charges	$0.00
Tax	$0.00
TOTAL NET INVOICE	**$30,488.00**

Invoice no: 24801

ACH Payment Instructions
Account Name: ACT INC
Beneficiary Bank: JP Morgan Bank
Bank Account: 86310081
Routing: 021052053

This is notification that when you pay by check you are authorizing ACT, Inc. to convert your check to an electronic entry. This means you will not receive your check back in your financial institution statement. If your check is returned to us due to insufficient or uncollected funds, it may be re-presented electronically and your account will be debited.

District-Level Invoice Report

PUTNAM COUNTY SCHOOL SYSTEM 46574

Institution Name	Grade	Mode	ACT HS Code	Scored	No Score	Prohibited Behavior	Misadministration	Accommodations
COOKEVILLE HIGH SCHOOL	11	online	430-440	476	0	0	0	N
COOKEVILLE HIGH SCHOOL	11	online	430-440	14	0	0	0	Y
MONTEREY HIGH SCHOOL	11	online	431-565	25	0	0	0	Y
MONTEREY HIGH SCHOOL	11	online	431-565	74	0	0	0	N
PUTNAM COUNTY VITAL	11	online	977-448	1	0	0	0	Y
PUTNAM COUNTY VITAL	11	online	977-448	9	0	0	0	N
UPPERMAN HIGH SCHOOL	11	online	430-075	21	0	0	0	Y
UPPERMAN HIGH SCHOOL	11	online	430-075	175	0	0	0	N
WHITE PLAINS ACADEMY	11	online	972-816	1	0	0	0	Y
WHITE PLAINS ACADEMY	11	online	972-816	25	0	0	0	N

District-Level Invoice Report

WHITE PLAINS ACADEMY	12	online	972-816	3	0	0	0	N

Total: 824

EXHIBIT
V A.6.
06/29/23
(July BOE Mtg)

PCSS Board Agenda Request

Date: 6/19/23

Department: Teaching and Learning

Person Submitting: Dr. Winningham

Account Number (if appropriate) 141-72210-599-02103

Check one:

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider the approval of :

Payment to International Baccalaureate Organization NY, for 2023-2024 Annual School Fees for Cookeville High School in the amount of $12,233.00 to be paid from 141-72210-599-02103.

received
06-19-23

Invoice

International Baccalaureate
Baccalauréat International
Bachillerato Internacional

Emily Chambers
Cookeville High School
1 Cavalier Drive

Cookeville TN 38506
United States

School / Ac.No :S001503
Programme :DP
Invoice Number :12431884
Invoice Date :05-JUN-2023

Here are the charges for the Annual School Fee

Description	No.	Price USD	Total USD
Diploma Annual fee: 01/09/23 - 31/08/24	1	12,233.00	12,233.00
Total charges excluding tax			12,233.00
Plus tax		0 % @12,233.00	
Total charges including tax			12,233.00

TOTAL PAYABLE IN USD	**12,233.00**

Payment

Payment terms are 30 days from invoice date in full without deductions or withholdings. Schools with outstanding payment more than 90 days old could be blocked for exam registration. Please make payment quoting your **school code** and **invoice number** to:

Beneficiary Name	: International Baccalaureate Organization
Bank Name	: JPMorgan Chase Bank N.A
Bank Address	: 4 New York Plaza, 17th Floor, New York, NY, United States 10004
Bank Account Number	: 6302307847
Bank Swift Code	: CHASUS33
Bank Routing Number	: 021000021

Schools in US and Canada - payment by USD check only:
International Baccalaureate Organization
PO Box 5950, New York, NY 10087-5950

If you need help

Telephone: +1 301 202 3176 (North America)

Email : myaccount@ibo.org

When making payment(s) to the IB, please provide your school code and details of payment including invoice number, so we can update your account timely and accurately.

Thank you for your support and understanding.

Payment is made in consideration for the IB's services and constitutes an acceptance of and agreement to the rules, regulations and other terms and conditions, accessible at http://www.ibo.org/.

International Baccalaureate Organization
Rue du Pré-de-la-Bichette 1, 1202 Genève, Switzerland
Swiss VAT no: CHE - 107.025.266 TVA
NL VAT Number: NL822771998B01
Canadian GST/HST: 841403876 RT0001, QST: 1217133773 TQ0001

© International Baccalaureate Organization
International Baccalaureate® | Baccalauréat International® | Bachillerato Internacional®

EXHIBIT
tabbies
V A. 7.
06/29/23
(July BOE Mtg

PCSS Board Agenda Request
For July 2023 Meeting

Date 6/19/23

Department Teaching and Learning

Person Submitting Dr. Winningham

Account Number (if appropriate) 141 72310 599

Check one:

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider the purchase of :

384 Cell Phone Pocket Holders for all middle and high school teacher classrooms in the amount of $13.99 per item for a total of $5,372.16 to be paid from account 141-72310-599 to match board policy 6.312.

received
06-19-23

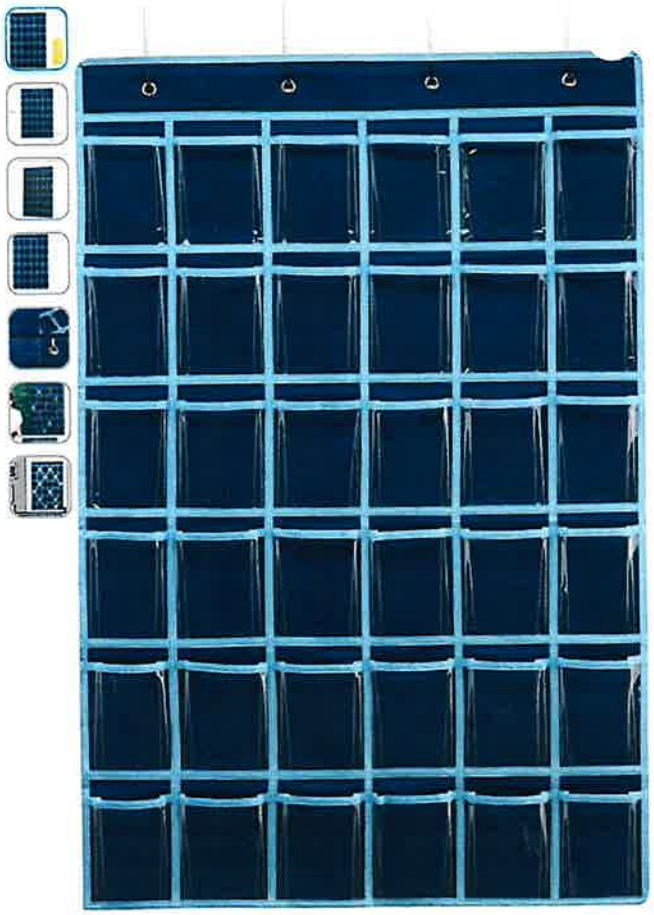
Deliver to Christo... Cookeville 38501 All cellphone+holder+for+schools EN Hello, christopher Account & Lists Returns & Orders

All Clinic Buy Again Amazon Basics Coupons Pharmacy Health & Household Products Handmade Find a Gift Pet Supplies

Office Products Office Deals School Supplies Printers, Ink & Toner Projectors Amazon Business

Receiving government benefits? Get 50% off Prime. prime access

‹ Back to results



Roll over image to zoom in

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(36

3 4 ratings

5 6 7 8

$13.99 10 11 12

13 14 15 16

One-Day

FREE Returns 18 19 20

Thank you for being a Prime member. Get $150 off: Pay $0.00 ~~$13.99~~ upon approval for Prime Visa.

29 30 31 32

$13.99 $13.99

$13.99 $22.99

- 【Thicker material and More usage time】The classroom pocket chart made of durable non-woven fabric, and clear pockets with 0.12mm PVC, AOZ free and environmentally friendly. The material was upgraded to be thicker , and the double stitch sewing is much more durable which extended the service life of the product.
- 【36 Clear cell phones pocket charts】 This pocket charts for cell phones and calculator, it is easy for students to find their own cell phones and calculator. Let students focus more on learning. avoid distractions when using mobile phones in school classrooms and dormitory libraries.

$13.99

One-Day

FREE Returns

FREE delivery **Tomorrow, June 20.** Order within 6 hrs 4 mins

Deliver to Christo... - Cookeville 38501

In Stock

Qty: 1

Add to Cart

Buy Now

Payment	Secure transaction
Ships from	Amazon
Sold by	SAVERHO
Returns	Eligible for Return, Refund or Replacement within 30 days of receipt

☐ Add a gift receipt for easy returns

Add to List



KEEPJOY

KEEPJOY Classroom Calculator Holder

KEEPJOY Classroom Pocket Charts for Cell Phone Calculator Holders,...

☆☆☆☆☆ 950

$11.99 prime

Sponsored

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Use of Personal Communication Devices and Electronic Devices**	**6.312**	**03/05/15**
		Rescinds: **6.312**	Issued: **02/07/08**

Students may possess personal communication devices and personal electronic devices so long as such devices are turned off and stored in backpacks, purses or personal carry-alls. Such devices include, but are not limited to, wearable technology such as eye glasses, rings, or watches that have the capability to record, live stream, or interact with wireless technology; cell phones; laptops; tablets; and mp3 players. However, a teacher may grant permission for the use of these devices to assist with instruction in his/her classroom, and teachers are encouraged to integrate the devices into their course work. The principal or his/her designee may also grant a student permission to use such a device at his/her discretion.

Unauthorized use or improper storage of a device will result in confiscation until such time as it may be released to the student's parents or guardian. A student in violation of this policy is subject to disciplinary action.

EXAMINATION OF CELL PHONES/ELECTRONIC DEVICES

If the school principal or his/her designee has reasonable suspicion that a cell phone, personal communication device, or camera is used in violation of this policy, the principal and/or his/her designee may review the history of the cell phone with respect to the call list/log; text messages sent; and/or photographs taken. The principal and/or his/her designee may also review the contents of a cell phone if they have reasonable suspicion to believe that any student's or other individual's safety and/or health are in danger. This shall be set forth in the handbook for each school and disseminated to the parents and/or guardians of each student.

AGREEMENT TO RULES AND POLICY

By allowing a student to bring a cell phone, personal communication device, or electronic device to school, the parent and the student voluntarily agree to abide by these disciplinary rules and restrictions and the disciplinary rules established at each school by the principal and/or his/her designee with respect to said items at each individual school.

The Putnam County Board of Education, its schools, nor its employees assume no responsibility or liability for the loss of or damage to any student's personal communication device, or for the unauthorized use of a student's personal communication device.

EXHIBIT
tabbies
V A.8.
06/29/23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to PowerSchool Group, LLC for services from July 15, 2023 to July 14, 2024 in the amount of $106,985.08 to be paid from 141 E 72110 399 000 00000 000, Other Contracted Services (General Purpose School Fund)

received
06-13-23 BMR

DocuSign Envelope ID: F91AD397-EB1A-40B0-98A0-F58E97F9D11F

150 Parkshore Dr. Folsom, CA 95630
Remit Email: lauren.franklin@powerschool.com
Quote Date: 30-MAR-2023
Quote #: Q-739992-2

Prepared By:	Lauren Franklin	Customer Contact:	April Hale
Customer Name:	Putnam County School District	Title:	SIS Manager
Contract Term:	12 Months	Address:	1400 E Spring St
Start Date:	15-JUL-2023	City:	Cookeville
End Date:	14-JUL-2024	State/Province:	Tennessee
Billing Frequency:	Annually	Zip Code:	38506
		Phone #:	(931) 520-2100

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 15-JUL-2023 - 14-JUL-2024				
License and Subscription Fees				
PowerSchool SIS Maintenance and Support		11,682.00	Students	USD 73,947.06
PowerSchool SIS Hosting		11,682.00	Students	USD 32,592.78
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 445.24

License and Subscription Totals: **USD 106,985.08**

Quote Total

Initial Term	**15-JUL-2023 - 14-JUL-2024**
Amount To Be Invoiced	**USD 106,985.08**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

DocuSign Envelope ID: F91AD397-EB1A-40B0-98A0-F58E57F5D11F

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 1-MAR-2023

PO Number: _____

Putnam County School District

DocuSigned by:
Signature: April Hale
61466B595D3E4A1...

Printed Name:
April Hale

Title:
PowerSchool Manager

Date:
31-Mar-2023

EXHIBIT
tabbies V A.9.
06-29-23

Putnam County Board of Education (July BOE Mtg)
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request: 931.526.9777.1435

Account Funding Code (if appropriate)

___X___Backup included

_____Backup to follow

Approval of purchase of the SafeSchool Annual Training Subscription from Vector Solutions, LLC-Tampa, FL for the 2023-2024 school year in the amount of $14,292.00 to be paid from 141-72520-399 effective 7/15/23 through 7/14/24 as submitted.

Respectfully submitted,
Angie Knight
Angie Knight
06/19/2023

Angie Knight 6-19-23
Signature of Person Making Request Date

Signature of Director of Schools Date

received
06-29-23

VectorSolutions

Scenario Learning, LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 x1084
invoicing@vectorsolutions.com

Invoice

#INV75541

Doc Date: 6/15/2023

Invoice Date: 7/15/2023

Due Date: 8/14/2023

Bill To
Putnam County Schools
1400 East Spring St
Cookeville TN 38506
United States

Contract	Customer ID	Salesperson ID	Payment Terms
	0014100001Tg5ZdAAJ	Stacey Canaan	Net 30

Billing Frequency	Billing Start Date	Billing End Date	PO #
Annually	7/15/2023	7/14/2024	

Qty	Item	Rate	Amount
1,985	**SLSST** - Employee Safety and Compliance Library Formerly SafeSchools Training 20% 3 Year Contract Discount Included	7.2	$14,292.00

Subtotal	$14,292.00
Tax (0%)	$0.00
Total	$14,292.00
Balance Due:	$14,292.00

For U.S. customers, Vector is required to collect and remit sales tax in various jurisdictions. Exempt customers should send completed certificates to certs@vectorsolutions.com

For a Copy of our W-9: https://www.vectorsolutions.com/w9/SLw9-19.pdf

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

VectorSolutions

Scenario Learning, LLC
4890 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609
866-546-1212 x1084
invoicing@vectorsolutions.com

Invoice

#INV75541
Doc Date: 6/15/2023

Invoice Date: 7/15/2023

Due Date: 8/14/2023

Remittance Information:

Remit Checks To:
Scenario Learning, LLC
PO Box 736512
Dallas, TX 75373-6512

Courier Deposits (FedEx, UPS, etc.):
** Deposits received by courier may not post same day **

JPMorgan Chase (TX1-0029)
Attn: SCENARIO LEARNING, LLC 736512
14800 Frye Road, 2nd Floor
Ft. Worth, TX 76155

Electronic Transfers Only:
JPMorgan Chase
Wire Instructions:
Routing # 021000021
Account # 789086326
SWIFT code CHASUS33
City and State New York, New York

ACH Instructions:
Routing # 072000326
Account # 789086326

If you would like to make a secure online payment via credit card or ACH please use the below link:

Pay Online Here

Upon expiration of the initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

EXHIBIT
tabbies
V A 10
06-29-23

Memo to: Corby King
Director of Schools

From: Mark McReynolds
Director of Finance

Date: June 15, 2023

Subject: Agenda item – June 29, 2023

Approval of payment to TRA School Software Solutions, Wilmington, North Carolina, for School Funds Online Software, accounting software and maintenance fees for twenty schools for the 2023-2024 school year in the amount of $13,051.53 to paid from 141-E-72510-399.

Thank you for your consideration.

Attachment: Invoice 368926

received
06-15-23

Invoice

Date	Invoice #
7/1/2023	368926

Tom Rickman & Associates Inc.
/ Technology Resource Associates Inc.
6841 Wrightsville Avenue, Unit 202,
Wilmington, NC 28403
1-866-891-9138

Bill To

630 Putnam County Schools (TN)
1400 East Spring Street
Cookeville TN 38506
United States

Terms	Due Date	PO #	Project	End Date
	7/1/2023			

Item	Quantity	Description	Rate	Amount
SFO	1	School Funds Online Software Fees		12,733.17
SPORTAL - V.O.	7	Sponsor Portal View Only Annual License Fee	45.48	318.36
		Annual Recurring Software Cost for the period Jul 1, 2023 to Jun 30, 2024		
			Total	$13,051.53

Preferred Payment Method: ACH / Wire

ACH / Wire Bank Information:
Bank: TD Bank, N.A.
Account Title: Tom Rickman & Associates Inc. / Technology Resource Associates Inc.
ABA / Routing: 026013673
Account: 4394717925
Please email remittance detail to: AR@kevgroup.com

Remit (By Mail) To:
LB 2258 - Tom Rickman & Associates Inc. / Technology Resource Associates Inc.
PO Box 95000
Philadelphia, PA 19195-0001

O.K. to pay

(July BOE Mtg)

Date of Proposal: 5/15/2023

Proposal for
Putnam Co School District

Expiration Date: 6/29/2023

EXHIBIT
tabbies
V A.11.a
06-29-23

Total Cost of Proposal (PO Amount): $37,856.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Putnam County School District	Putnam County School District
1400 E Spring St	1400 E Spring St
Cookeville, TN 38506-4313	Cookeville, TN 38506-4313

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/15/2023 **Proposal Expiration Date: 6/29/2023**

Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

received
06-16-23

Date of Proposal: 5/15/2023

Proposal for
Putnam Co School District

Expiration Date: 6/29/2023

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1840346	9780358767343	Read 180 Stage C ReaL Book Workshops 1-3 Teaching Guide Bundle	$395.00			1
1840347	9780358767350	Read 180 Stage C ReaL Book Workshops 4-6 Teaching Guide Bundle	$395.00			1
1840348	9780358767367	Read 180 Stage C ReaL Book Workshops 7-9 Teaching Guide Bundle	$395.00			1
1843973	9780358794882	Read 180 ReaL Book Code Teaching Guide Bundle	$475.00			1
		Total for A la Carte Items Available for Purchase	**$0.00**			

Total for Stage C **$7,267.00**

Professional Services - Read 180

Implementation Success Plan

1833602	9780358732082	Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12		1		

This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.

Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.

Total for Professional Services - Read 180 **$ 0.00**

Total Savings:	**$44,829.00**
Subtotal Purchase Amount:	**$37,856.00**
Shipping & Handling:	**$0.00**
Total Cost of Proposal (PO Amount):	**$37,856.00**

****Please add proper sales tax to your order****

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Stage A						
Student Licenses						
1835538	9780358740568	Read 180 Digital Access Student Subscription 1 Year Includes: Read 180 Student License 1 Year Implementation Success	$169.00	167	$28,223.00	
Total for Student Licenses			**$28,223.00**			
Teacher Licenses						
1835546	9780358740643	Read 180 Digital Access Teacher Subscription 1 Year Includes: Read 180 Teacher License 1 Year Access to Teacher's Corner	$299.00			10
Total for Teacher Licenses			**$0.00**			
A la Carte Items Available for Purchase						
Classroom Materials						
1840338	9780358767268	Read 180 Stage A ReaL Book Workshops 1-3 Teaching Guide Bundle	$395.00			10
1840339	9780358767275	Read 180 Stage A ReaL Book Workshops 4-6 Teaching Guide Bundle	$395.00			10
1840340	9780358767282	Read 180 Stage A ReaL Book Workshops 7-9 Teaching Guide Bundle	$395.00			10
1843973	9780358794882	Read 180 ReaL Book Code Teaching Guide Bundle	$475.00			10
Student Materials						
1840241	9780358766292	Read 180 Stage A ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 1-3 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00			8
1840265	9780358766537	Read 180 Stage A ReaL Book Workshops 4-6 Bundle Includes: Read 180 Stage A ReaL Book Workshop 4-6 Student Edition Read 180 Stage A Getting Started Book 2 Student Edition	$30.00			113
1840233	9780358766216	Read 180 Code Books 1-4 Student Edition Bundle for Stage A Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00			2
Total for A la Carte Items Available for Purchase			**$0.00**			
Total for Stage A			**$28,223.00**			
Stage B						
Student Licenses						

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

DocuSign Envelope ID: 6F437226-182D-4137-86D4-C7B600FEB986

A-38746

BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-227430-04 Contractor: Houghton Mifflin Harcourt Publishing Company
Sourcing Method: RFP 18-15
Start Date: 7/11/2018 End Date: 6/30/2023
Address: 125 High Street, Suite 900 City: Boston State: MA Zip: 02110
Supplier Number: 227430 Supplier Email: rich.dubon@hmhco.com

PURPOSE OF CONTRACT:
To provide Read 180 Universal literacy intervention curriculum, System 44 Next Generation literacy intervention curriculum, and Math 180 math intervention curriculum, including all associated subscriptions/licenses, materials, and/or professional development training for any MNPS school.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **7/10/2018**

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? No If yes, amount of obligation:
If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: $100,000
The not to exceed contract value is: $400,000

BUDGET INFORMATION:

Account number: Various School Funds Fund number: Various School Funds GP BS RS

MNPS Contact Person: Tie Hodack and Katie Pattullo
Phone Number: 615-333-5175 and 615-333-5175

Contract Agent: Kevin Edwards
Phone Number: 615-259-8548

Contract Number: 2-227430-04

CONTRACT BETWEEN

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION

AND

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

FOR THE PURCHASE OF GOODS AND SERVICES

This contract ("Contract") is entered into by and between **The Metropolitan Government of Nashville and Davidson County by and through The Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **Houghton Mifflin Harcourt Publishing Company**, 125 High Street, Suite 900, Boston, MA 02110 ("Contractor"). This Contract consists of the following documents:

a) This Document,

b) Attachment A: RFP 18-15 *Literacy and Math Intervention Review*, including Amendments 1 and 2,

c) Attachment B: Contractor's Bid/Proposal dated April 27, 2018,

d) Attachment C: Contractor's Pricing,

e) Attachment D: Student Data Use and Security.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

a) Any properly executed amendment or change order to this Contract (most recent with first priority),

b) This Contract.

1. ***Duties and Responsibilities of Contractor.*** Contractor agrees to provide and MBPE agrees to purchase the following goods and services, more fully defined in Attachment B.

   Contractor to provide Read 180 Universal literacy intervention curriculum, System 44 Next Generation literacy intervention curriculum, and Math 180 math intervention curriculum, including all associated subscriptions/licenses, materials, and/or professional development training.

   Services and goods defined in this Contract will be ordered and supplied on an as needed basis only.

   Nothing in this Contract shall be construed as a minimum guarantee of services and/or goods to be ordered from Contractor.

2. ***Contractor Qualifications.*** Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

3. ***Delivery and Installation.***

   a) All deliveries shall be made pursuant to a written purchase order issued by Metropolitan Nashville Public Schools, which assumes no liability for any goods delivered without such purchase order.

4. ***Term.***

   a) The term of this Contract will begin July 11, 2018 and end June 30, 2023.

b) This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

c) In no event shall the term of this Contract exceed five (5) years.

5. ***Compensation.***

a) Contractor shall be paid in accordance with Attachment C, upon receipt of invoice.

b) There will be no other charges for the performance of this Contract.

c) MBPE will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. MBPE will make reasonable efforts to make payments to small businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

d) Contractor shall submit a written report with invoice to MBPE each month setting forth the goods/services provided in the billing period. For services rendered, such report shall include, but not limited to, description of type of service, date, time and duration of service, agendas, sign-in sheets, attendance rosters. Payment of invoices may be withheld if documentation is not sufficient. MBPE may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MBPE may require.

e) Total compensation to be paid to Contractor under this Contract is not to exceed $400,000.

6. ***Piggyback Clause***. MBPE reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in piggybacking on this contract. Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MBPE shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

7. ***Contractor Performance Evaluation***.

a) MNPS Exceptional Education Department will be responsible for performing and documenting Contractor's performance evaluation for all programs used for special education during the term of this Contract. MNPS Research, Assessment, and Evaluation Department will be responsible for performing and documenting Contractor's performance evaluation for programs at Tier II and Tier III during the term of this Contract.

b) Contractor performance will be evaluated based on:

i) Quality of the products and trainings provided.

ii) Effectiveness of the products and trainings in classroom application.

8. ***MBPE Right to Inspect.*** MBPE shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

9. ***Taxes.*** MBPE shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MBPE.

10. Warranty.

a) Contractor warrants that for a period of one year from the date of delivery, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

b) During the warranty period, MBPE may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor.

11. License. Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MBPE a license to use any software provided for the purposes for which the software was obtained.

12. Terms of Service. In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log in to Contractor's application, the terms of this Contract shall control.

13. Copyright, Trademark, Service Mark, or Patent Infringement.

a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MBPE to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless MBPE against any award of damages and actual costs made against MBPE by a final judgment of a court of last resort in any such suit. MBPE shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MBPE reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MBPE unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the Metropolitan Council.

b) If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

i) Procure for MBPE the right to continue using the products or services, or

ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MBPE, so that they become non-infringing, or

iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option b.iii. until Contractor and MBPE have determined that options b.i. and b.ii. are impractical.

c) Contractor shall have no liability to MBPE, however, if any such infringement or claim thereof is based upon or arises out of:

i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or

ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or

iii) The claimed infringement in which MBPE has any direct or indirect interest by license or otherwise, separate from that granted herein.

14. ***Termination for Breach.*** Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach by the other party. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

15. ***Termination for Funding.*** In the event MBPE, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MBPE may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MBPE shall not face any liability or penalty as a result of such termination or reduction of this Contract.

16. ***Termination for Convenience.*** MBPE may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MBPE be liable to Contractor for compensation for any good or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MBPE. The final decision as to the amount, for which MBPE shall be liable, shall be determined by MBPE. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MBPE's exercise of its right to terminate for convenience.

17. ***Compliance with Laws.*** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

18. ***Notices.*** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MBPE notices listed below:

a) All other notices to MNPS shall be mailed or hand delivered to:

Department:	Procurement
Attention:	Kevin Edwards
Address:	2601 Bransford Avenue
	Nashville, TN 37204
Phone:	(615) 259-8548
E-mail address:	kevin.edwards@mnps.org

b) Notices to Contractor shall be sent to:

Contractor:	Houghton Mifflin Harcourt Publishing Company

Attention:	Shawn Weirather, Senior Director, Business Desk
Address:	One Pierce Place, Suite 900W
	Itasca, IL 60143
Phone:	(800) 767-8420
E-mail address:	hmh.bids@hmhco.com

c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:	Houghton Mifflin Harcourt Publishing Company
Attention:	Shawn Weirather, Senior Director, Business Desk
Address:	One Pierce Place, Suite 900W
	Itasca, IL 60143
Phone:	(800) 767-8420
E-mail address:	hmh.bids@hmhco.com

d) Contractor's Federal Tax ID # 04-1456030

19. ***Maintenance of Records.*** Contractor shall maintain documentation for all charges against MBPE. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MBPE or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

20. ***MBPE Property.*** Any MBPE property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MBPE by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MBPE property.

21. ***Modification of Contract.*** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

22. ***Partnership/Joint Venture.*** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

23. ***Waiver.*** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

24. ***Criminal Background Checks***. Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the MNPS ORI code (TN930050Z) for results reporting.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

25. ***Insurance.*** Contractor shall maintain comprehensive general liability, automobile liability insurance, and, if necessary, commercial umbrella insurance, each with limits of not less than one million dollars ($1,000,000) per occurrence. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars ($500,000). A certificate of insurance, on a standard ACORD form, evidencing said coverage shall be provided to MBPE prior to commencement of performance of this Contract. The METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN BOARD OF PUBLIC EDUCATION shall be included as an additional insured and this insurance shall apply as primary insurance with respect to any other insurance programs afforded MBPE. There shall be no endorsement or modification to make this insurance excess over other available insurance. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**

    Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

    MBPE is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, et seq., and as such has its liability limits defined by law. MBPE carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

26. ***Indemnification and Hold Harmless.*** Contractor shall indemnify and hold harmless MBPE, its officers, agents and employees from:

    a) Any actual claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract that is due to the Contractor's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by Contractor and which is not also caused by the negligence, willful misconduct or material breach of the Contract by MNPS.

    b) Any actual claims, damages, penalties, costs and reasonable attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

    c) MBPE will not indemnify, defend or hold harmless in any fashion the Contractor from any actual claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

27. ***School District Statutory Immunity.*** Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

28. ***Attorney Fees.*** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MBPE prevails, Contractor shall pay all expenses of such action including reasonable MBPE's attorney fees and costs at all stages of the litigation.

29. ***Assignment--Consent Required.*** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MBPE. Any such assignment or transfer shall not release Contractor from its obligations hereunder. Notwithstanding the foregoing, either Party may assign this Contract without such consent to: (i) an Affiliate; or (ii) to a successor pursuant to a merger or a sale of all or substantially all of its assets to which this Contract relates, provided that any such successor agrees in writing to assume the obligations of the assigning Party under this Contract. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF MBPE'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 2601 BRANSFORD AVENUE, NASHVILLE, TENNESSEE 37204.

30. ***Entire Contract.*** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

31. ***Force Majeure.*** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

32. ***Governing Law/Venue.*** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

33. ***Severability.*** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

34. ***Confidentiality, Student Records***.

    a) Contractor shall keep in confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § s1232g and the Children's Online Privacy Protection Act of 1998 ("COPPA") 15 U.S.C. § 6501-6506, any and all records and information, in format received, pertaining to MBPE's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

    b) With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MBPE by full name without first obtaining written consent from such individuals, or in the case of a student, his or her

parent or legal guardian. Contractor shall provide to MBPE for its review any proposed publication, brochure, or advertisement in which MBPE is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MBPE's name or information identifying MBPE from the publication if MBPE requests removal. Contractor shall not issue, publish, or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MBPE. Contractor may use de-identified Student Data or aggregated Student Data (a) to develop or improve the Contractor's Internet web site, online service or mobile application, or other Internet web sites, online services or mobile applications owned by Contractor, or (b) to demonstrate or market the effectiveness of the Contractor's Internet web site, online service or mobile application. For the avoidance of doubt, Personally Identifiable Information shall not be construed to include Aggregate Data or De-Identified Data.

35. ***Contingent Fees.*** Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MBPE contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MBPE contracts.

36. ***Gratuities and Kickbacks.*** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

37. ***Non-Discrimination.*** It is the policy of MBPE not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MBPE's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MBPE or in the employment practices of MBPE's Contractors. Accordingly, all Proposers entering into contracts with MBPE shall, upon request, be required to show proof of such nondiscrimination and

to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

38. ***Compliance with the Americans with Disabilities Act***. Contractor will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including *hiring or employment practices. Contractor will ensure that qualified applicants and participants with disabilities in its services, programs, or activities* have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

39. ***Debarment and Suspension***. Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

e) Contractor shall provide immediate written notice to MBPE if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

40. ***Effective Date***. This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

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Contract Number: 2-227430-04

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

APPROVED:

Anna Shepherd
MBPE Board Chair

RECOMMENDED:

Jeff Gossage
Director of Procurement

Debbie McAdams David Williams
Department Head

Phyllis Dyer MC
Executive Director of Federal Programs

Monique Felder
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS: GP BS

Account #: Various School Funds

Chief Operating Officer

Talia Lomax-O'dneal RS
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Cobb
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Carly Elliott
Metropolitan Attorney

CONTRACTOR:

Houghton Mifflin Harcourt Publishing Company
Firm/Organization

Shawn Weirather
Signature

Shawn Weirather
Name

Senior Director
Title

7/17/2018 | 12:41 PM CDT
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Elizabeth Waites
Metropolitan Clerk

8/7/2018 | 3:28 PM CDT
Date Filed

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ATTACHMENT C

Cost Structure

Comprehensive Math Intervention Solution

Districts across the United States implement *MATH180 Courses I* and *II* to meet the needs of their school schedule, space and available teachers. To arrive at a per student price per the RFP, the following implementation assumptions of class size, single block (45-60 minute model) and the number of teachers who will teach the intervention classroom was applied:

- Class size of 21 students
- Single block model (45-60 minutes per session)
- Ability to teach (5) single block sessions per day supporting 105 intervention students
  - (105 student subscriptions)
- A single dedicated intervention room would support 105 students per day
  - (1 Classroom set of materials)
- A single dedicated teacher would teach each of the five session each day
  - (1 teacher subscription)

5 Year Per /Student Price Reflecting the assumptions outlined above of supporting 105 students over 5 years in a single intervention classroom with an intervention teacher for

MATH180 Course I	$121
MATH180 Course II	$121

IMPLEMENTATION BEST PRACTICES

As a result of proven, research-based instructional programs, high-quality professional learning, and on-going classroom coaching, Houghton Mifflin Harcourt has demonstrated the ability to scale student achievement in over 40,000 classrooms serving one million struggling students every day. We are honored to join your journey to raise mathematics achievement, and we are pleased to share the following materials and services necessary to accelerate the learning of your below-proficient students. Houghton Mifflin Harcourt implementation best practices recommend:

- **Training and professional learning** to ensure capacity building
- **Ongoing, in-classroom coaching** to accelerate and sustain student achievement
- **Data analytics** to evaluate implementation successes and challenges

TRAINING AND PROFESSIONAL LEARNING

This professional learning helps teachers begin using the comprehensive intervention program in their classrooms. Participants will explore program materials, experience the pace of a module, learn how to differentiate instruction, and navigate the print and online assessment resources.

For new implementation options, the initial new intervention teacher training model and cost is as follows:

- ***MATH180 Course I and/or II***
  - 2 days of Getting Started new teacher training
  - Can service up to 35 teachers in the training session
  - RFP Price: $5,990

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ONGOING, IN-CLASSROOM COACHING

In-Classroom Support for Intervention Teachers (4-8 visits per teacher)

Houghton Mifflin Harcourt consultants will provide regular, in-person, one-on-one support within the classroom throughout the year to ensure successful implementation of intervention materials. In-classroom support visits focus on four key areas including (1) fidelity to model, (2) classroom management, (3) instruction, and (4) progress monitoring.

The consultant will:

- Support implementation, management, instruction, and assessment practices
- Develop an action plan for support that may include classroom demonstrations, co-planning, co-teaching, assistance with data collection and analysis, providing targeted resources,
- Continuously assess, monitor, and set new goals based on success toward standards
- RFP Price: $2,650 per day
- Number of coaching days to be determined once number of Intervention teachers are determined

DATA ANALYTICS

Houghton Mifflin Harcourt's team of data experts will partner with your school or district to transform data into helpful, actionable information to enable you to track progress against academic improvement goals and meet accountability demands over the course of the school year.

HMH recommends using a number of different monitoring tools to measure program progress including:

- Ongoing monitoring of reports generated by the management system
- An analysis of *student test* scores at least twice per year
- A formal quarterly review of implementation effectiveness to highlight successes and challenges and measure implementation success against three key indicators
- Data reports at least twice per year to help quantify student achievement gains and identify opportunities for improvement

Our data experts can help leaders in a variety of ways including:

- Using program data to evaluate implementation and make changes as necessary for optimal results
- Comparing and analyzing district, school, and classroom growth data and targets
- Identifying district- or school-level trends and quickly pinpointing specific concerns
- Utilizing data for short- and long-range planning

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Cost Structure

Comprehensive Reading Intervention Solution

Districts across the United States implement *READ180 Universal* to meet the needs of their school schedule, space and available teachers. To arrive at a per student price per the RFP, the following implementation assumptions of class size, single block (45-60 minute model) and the number of teachers who will teach the intervention classroom was applied:

- Class size of 21 students
- Single block model (45-60 minutes per session)
- Ability to teach (5) single block sessions per day supporting 105 intervention students
  - (105 student subscriptions)
- A single dedicated intervention room would support 105 students per day
  - (1 Classroom set of materials)
- A single dedicated teacher would teach each of the five session each day
  - (1 teacher subscription)

5 Year Per /Student Price Reflecting the assumptions outlined above of supporting 105 students over 5 years in a single intervention classroom with an intervention teacher for *READ180 Universal* is $154.

IMPLEMENTATION BEST PRACTICES

As a result of proven, research-based instructional programs, high-quality professional learning, and on-going classroom coaching, Houghton Mifflin Harcourt has demonstrated the ability to scale student achievement in over 40,000 classrooms serving one million struggling students every day. We are honored to join your journey to raise mathematics achievement, and we are pleased to share the following materials and services necessary to accelerate the learning of your below-proficient students. Houghton Mifflin Harcourt implementation best practices recommend:

- **Training and professional learning** to ensure capacity building
- **Ongoing, in-classroom coaching** to accelerate and sustain student achievement
- **Data analytics** to evaluate implementation successes and challenges

TRAINING AND PROFESSIONAL LEARNING

This professional learning helps teachers begin using the comprehensive intervention program in their classrooms. Participants will explore program materials, experience the pace of a module, learn how to differentiate instruction, and navigate the print and online assessment resources.

For new implementation options, the initial new intervention teacher training model and cost is as follows:

- ***READ180 Universal***
  - 2 days of Getting Started new teacher training
  - Can service up to 35 teachers in the training session
  - RFP Price: $5,990

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ONGOING, IN-CLASSROOM COACHING

In-Classroom Support for Intervention Teachers (4-8 visits per teacher)

Houghton Mifflin Harcourt consultants will provide regular, in-person, one-on-one support within the classroom throughout the year to ensure successful implementation of intervention materials. In-classroom support visits focus on four key areas including (1) fidelity to model, (2) classroom management, (3) instruction, and (4) progress monitoring.

The consultant will:

- Support implementation, management, instruction, and assessment practices
- Develop an action plan for support that may include classroom demonstrations, co-planning, co-teaching, assistance with data collection and analysis, providing targeted resources,
- Continuously assess, monitor, and set new goals based on success toward standards
- RFP Price: $2,650 per day
- Number of coaching days to be determined once number of Intervention teachers are determined

DATA ANALYTICS

Houghton Mifflin Harcourt's team of data experts will partner with your school or district to transform data into helpful, actionable information to enable you to track progress against academic improvement goals and meet accountability demands over the course of the school year.

HMH recommends using a number of different monitoring tools to measure program progress including:

- Ongoing monitoring of reports generated by the management system
- An analysis of *student test* scores at least twice per year
- A formal quarterly review of implementation effectiveness to highlight successes and challenges and measure implementation success against three key indicators
- Data reports at least twice per year to help quantify student achievement gains and identify opportunities for improvement

Our data experts can help leaders in a variety of ways including:

- Using program data to evaluate implementation and make changes as necessary for optimal results
- Comparing and analyzing district, school, and classroom growth data and targets
- Identifying district- or school-level trends and quickly pinpointing specific concerns
- Utilizing data for short- and long-range planning

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Cost Structure

Comprehensive Reading Intervention Solution

Districts across the United States implement *System44 Next Generation* to meet the needs of their school schedule, space and available teachers. To arrive at a per student price per the RFP, the following implementation assumptions of class size, single block (45-60 minute model) and the number of teachers who will teach the intervention classroom was applied:

- Class size of 21 students
- Single block model (45-60 minutes per session)
- Ability to teach (5) single block sessions per day supporting 105 intervention students
  - (105 student subscriptions)
- A single dedicated intervention room would support 105 students per day
  - (1 Classroom set of materials)
- A single dedicated teacher would teach each of the five session each day
  - (1 teacher subscription)

5 Year Per /Student Price Reflecting the assumptions outlined above of supporting 105 students over 5 years in a single intervention classroom with an intervention teacher for *System 44 Next Generation* is $154.

IMPLEMENTATION BEST PRACTICES

As a result of proven, research-based instructional programs, high-quality professional learning, and on-going classroom coaching, Houghton Mifflin Harcourt has demonstrated the ability to scale student achievement in over 40,000 classrooms serving one million struggling students every day. We are honored to join your journey to raise mathematics achievement, and we are pleased to share the following materials and services necessary to accelerate the learning of your below-proficient students. Houghton Mifflin Harcourt implementation best practices recommend:

- **Training and professional learning** to ensure capacity building
- **Ongoing, in-classroom coaching** to accelerate and sustain student achievement
- **Data analytics** to evaluate implementation successes and challenges

TRAINING AND PROFESSIONAL LEARNING

This professional learning helps teachers begin using the comprehensive intervention program in their classrooms. Participants will explore program materials, experience the pace of a module, learn how to differentiate instruction, and navigate the print and online assessment resources.

For new implementation options, the initial new intervention teacher training model and cost is as follows:

- ***System44 Next Generation***
  - 1 day of Getting Started new teacher training
  - Can service up to 35 teachers in the training session
  - RFP Price: $2,950

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ONGOING, IN-CLASSROOM COACHING

In-Classroom Support for Intervention Teachers (4-8 visits per teacher)

Houghton Mifflin Harcourt consultants will provide regular, in-person, one-on-one support within the classroom throughout the year to ensure successful implementation of intervention materials. In-classroom support visits focus on four key areas including (1) fidelity to model, (2) classroom management, (3) instruction, and (4) progress monitoring.

The consultant will:

- Support implementation, management, instruction, and assessment practices
- Develop an action plan for support that may include classroom demonstrations, co-planning, co-teaching, assistance with data collection and analysis, providing targeted resources,
- Continuously assess, monitor, and set new goals based on success toward standards
- RFP Price: $2,650 per day
- Number of coaching days to be determined once number of Intervention teachers are determined

DATA ANALYTICS

Houghton Mifflin Harcourt's team of data experts will partner with your school or district to transform data into helpful, actionable information to enable you to track progress against academic improvement goals and meet accountability demands over the course of the school year.

HMH recommends using a number of different monitoring tools to measure program progress including:

- Ongoing monitoring of reports generated by the management system
- An analysis of *student test* scores at least twice per year
- A formal quarterly review of implementation effectiveness to highlight successes and challenges and measure implementation success against three key indicators
- Data reports at least twice per year to help quantify student achievement gains and identify opportunities for improvement

Our data experts can help leaders in a variety of ways including:

- Using program data to evaluate implementation and make changes as necessary for optimal results
- Comparing and analyzing district, school, and classroom growth data and targets
- Identifying district- or school-level trends and quickly pinpointing specific concerns
- Utilizing data for short- and long-range planning

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Contract Number: 2-227430-04

ATTACHMENT D

STUDENT DATA USE AND SECURITY

This Agreement is entered into by and between **The Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MNPS") and **Houghton Mifflin Harcourt Publishing Company**, 125 High Street, Suite 900, Boston, MA 02110 ("Recipient").

By agreeing to these Terms, MNPS authorizes Recipient to access, or receive from MNPS, Student Data and Information (SDI), consisting of Personal Identifiable Information (PII) and/or Data for the limited purpose of providing Read 180 Universal literacy intervention curriculum, System 44 Next Generation literacy intervention curriculum, and Math 180 math intervention curriculum.

In the course of providing Services to MNPS, Recipient agrees to protect all data including newly created data as outlined in this Agreement:

SDI includes but is not limited to:

- All Personally Identifiable Information ("PII") as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C.§1232g and 34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§6501-6506 and 16 CFR Part 312), Protection of Pupil Rights Amendment (PPRA) (20 U.S.C.§1232g and 34 CFR Part 98) and Student Online Personal Protection Act (SOPPA) (TN Code 49-1-708)
- All data that are descriptive of or could be used in combination with other data to identify a student or family member/guardian, including, but not limited to, information in the student's educational record, first and last name, home address, telephone/cell numbers, email address or other information that allows physical or online contact, social security number, student ID number and other identifiers, disciplinary records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, health records, behavioral records, disabilities, socioeconomic information, food purchases, political affiliations, religious information, email, text messages and other network/internet or cellular communications, documents, drawings artwork, biometric records, photos, video, voice recordings, handwriting, web search activity, computer/device identifiers and geolocation data.
- All data that are derived from, calculated with or linked to SDI by Recipient, and;
- All data related to students or their families / guardians that may be provided to Recipient by MNPS or an agent of MNPS, and;

De-identified SDI will have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or family member / guardian. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and school ID. Furthermore, Recipient agrees not to attempt to re-identify de-identified SDI and not to transfer de-identified SDI to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) Recipient gives prior notice to MNPS and MNPS provides prior written consent. Recipient may use de-identified SDI for internal product development and improvement, and research.

In the provision of the service to MNPS, Recipient is subject to and will comply with applicable laws and regulations, including but not limited to:

- **FERPA**: Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- **COPPA**: Children's Online Privacy Protection Act, (15 U.S.C. §§ 6501–6506, 16 CFR Part 312)
- **PPRA**: Protection of Pupil Rights Amendment, (20 U.S. Code § 1232h, 34 CFR Part 98)
- **SOPPA**: Student Online Personal Protection Act (TN Code 49-1-708)

Recipient agrees to treat all SDI consistently, as covered by and in compliance with all of these laws and regulations as well as any new laws and regulations related to SDI.

1. OBLIGATIONS AND ACTIVITIES OF RECIPIENT

A. Permitted Uses of MNPS Student Data and Information ("SDI"). Recipient shall only use or disclose SDI as required to execute the services.

B. No Marketing or Advertising. Recipient is prohibited from using SDI to (a) market or advertise to students or families / guardians; (b) inform, influence or enable marketing, advertising or other commercial efforts by a third party; or (c) develop a profile of a student, family member / guardian or group, for any commercial purpose other than providing the Service to MNPS.

C. Data Analysis and Mining. Recipient is prohibited from analyzing or mining SDI for any purpose other than delivering the Services to MNPS under this Agreement, or improving the Service for MNPS. Analysis and mining of SDI to support marketing, advertising or other commercial ventures are prohibited.

D. Data Sharing and Re-Disclosure.

i. Sub-Contractors: MNPS understands that Recipient may rely on one or more sub-contractors to provide the Services under this Agreement. The Recipient may only provide SDI to the sub-contractor(s) if necessary for the furtherance of the services. Recipient is required to hold the sub-contractor(s) to the terms of this Agreement and is responsible for the activities of their sub-contractors.

ii. Recipient will promptly notify MNPS if Recipient discloses SDI for any of the following reasons

- Required to ensure legal and regulatory compliance.
- In response to a judicial process in a court in the USA.
- To protect the privacy of SDI, the safety of users or others, or the security of the Service.

E. Safeguards.

i. Recipient shall provide MNPS with the name and contact information for a primary and alternate employee of Recipient who shall serve as the MNPS primary security contact. In the event of any unauthorized access to or disclosure of SDI, the designated contact shall immediately respond to any MNPS inquiries. Please provide contact information below:

Primary Contact:	Alternate Contact:
Name: Rich DuBon	Name: Joe Dixon
Phone#: 865-410-5655	Phone#: 901-212-4274
Email: Rich.Dubon@hmhco.com	Email: Joe.Dixon@hmhco.com

ii. The identity of all person having access to the SDI will be documented and access will be logged.

iii. Without limiting Recipient's obligations under this Agreement to keep SDI safe and confidential, Recipient shall implement reasonable administrative, physical, and technical infrastructure and procedural safeguards to protect and maintain the integrity, confidentiality and availability of SDI (including backups) that Recipient creates, receives, maintains, transports, or transmits on behalf of MNPS. Such safeguards shall be no less rigorous than current generally accepted industry best practices designed to secure and protect the integrity, confidentiality and availability of PII.

iv. MNPS's SDI shall be stored, backed up and served only on hardware located physically within the United States.

v. Recipient will assure that all data that is transmitted between MNPS's access points and the ultimate server, by Recipient or its disclosees, will use generally accepted industry best practices for secure data transmission.

vi. Recipient agrees to mitigate any actual or potential harmful effects by following best practices such as but not limited to the following:

a) Have the capability to provide audit trails and or reports of MNPS user activity.

b) Any audit trails, MNPS user activity and system generated logs should be securely stored using industry best practices.

c) Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with MNPS systems is not degraded or compromised.

d) Maintain a documented Business Continuity Disaster Recovery Plan following industry best practices.

e) Maintain physical access controls to on-premises data centers that store SDI.

f) Security criminal history screening of employees with access to SDI. Screening is to be conducted by a commercial background screening company, the name of which will be provided to MNPS upon request. If the criminal history records check indicates that any Recipient employee has been convicted in any jurisdiction of a sexual offense, a weapon-related offense, an offense against a child, an assaultive or violent offense, a burglary, a felony offense involving a controlled substance, an identity theft, fraud, or an attempt, conspiracy, or solicitation to commit any of these offenses, such employee shall not be assigned to work under this Agreement.

F. Notice of Disclosure, Security Incident or Breach.

i. Immediately upon becoming aware of any unauthorized disclosure, access or use of SDI, Recipient will take action to close and remediate the breach, determine the scope of the SDI that may have been disclosed, and notify MNPS with the reasons for or cause of the breach (if known), actions taken to close and mitigate the breach, and identification of the SDI that may have been compromised.

ii. Immediately following Recipient's notification to MNPS of a security incident, breach, or loss of SDI, the parties shall coordinate with each other to investigate the matter. Recipient shall reasonably cooperate with MNPS in investigating the matter and assist MNPS with MNPS's notification obligations under any applicable notification laws. Recipient agrees to reasonably cooperate with MNPS in handling the incident, including, but not limited to:

a) Assisting with any investigation;

b) Facilitating interviews with Recipient's employees and others involved in the matter;

c) Making available all relevant records, logs, files, data reporting and other materials requested by MNPS;

d) Providing the tools and procedures designed to recapture stored SDI.

e) The date of the discovery of the security incident, breach, or loss of SDI.

iii. Recipient shall provide the following information to MNPS as soon as possible but not later than five (5) business days of becoming aware of any unauthorized disclosure, access, use or loss of SDI:

a) The date of the discovery of the security incident, breach, or loss of SDI;

b) A description of the types of SDI that were involved;

c) Identification of each individual whose SDI has been, or is reasonably believed to have been compromised and any other details necessary to complete an assessment of the risk of harm to said individual(s).

iv. Recipient shall provide MNPS prior review of all press releases and any communications to be sent to affected parties per T.C.A. 47-18-2107 which relates to the release of personal information.

v. Recipient agrees to establish procedures to investigate the security incident, breach, or loss of SDI, to mitigate losses, and to install/implement such safeguards as are needed to protect against any future security incident, breach, or loss of SDI. Recipient agrees to provide a description of these procedures and the specific findings of the investigation to MNPS.

2. COMPLIANCE OF AGENTS

A. Recipient agrees to ensure that any agent, to whom it provides SDI created, received, maintained, transported or transmitted by Recipient on behalf of MNPS, agrees to the same terms of this Agreement.

B. For all employees or subcontractors who have access to SDI, during the term of each subcontractor or employee's employment by Recipient, Recipient shall at all times cause such subcontractor or employee to abide strictly by Recipient's obligations under this Agreement.

3. **AUDIT**. Recipient shall make its internal practices, books, and records available, solely to the extent necessary to confirm Recipients compliance with the terms of the Agreement. Such audits shall only occur upon reasonable prior written notice to Recipient, during the hours of the normal workday of Recipient and not more than once annually.

4. **INSURANCE**. Recipient shall maintain, throughout the term of this Agreement, a stand-alone Cyber/Privacy Insurance policy, with MNPS as additional insured as required by contractand providing the coverages shown below. The policy or policies will have combined single coverage of not less than five million dollars ($5,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate, except as noted in section 4.a) below.

   A. **Cyber and Privacy Liability.** Although the preferred coverage for all sub-categories of cyber insurance is $5,000,000 (five million dollars), the table below can be used as a guide for coverage limits based on the number of MNPS schools in which the Recipient will be providing services.

Coverage Type	>39 Schools	25-39 Schools	10-24 Schools	<10 Schools
Cyber Liability - Coverage for third party claim arising from hacking or virus	$5,000,000	$3,000,000	$2,000,000	$1,000,000
Privacy Liability - Coverage for a third party claim arising out of a loss/theft of SDI	$5,000,000	$3,000,000	$2,000,000	$1,000,000
Regulatory Actions and Investigations including defense costs and fines/penalties	$5,000,000	$3,000,000	$2,000,000	$1,000,000
Privacy Breach Notification Costs including Credit Monitoring and costs from an Administrative Breach	$5,000,000	$3,000,000	$2,000,000	$1,000,000
Cyber Threats and Extortion	$1,000,000	$1,000,000	$1,000,000	$500,000
Multimedia Liability and Advertising Injury	$500,000	$500,000	$500,000	$500,000
Crisis Communication Costs	$2,000,000	$2,000,000	$1,000,000	$500,000

   Recipient must provide a certificate of insurance, in a form satisfactory to MNPS (e.g. standard ACORD), evidencing such coverages, and provide annual renewal certificates to MNPS throughout the term of this Agreement.

5. **INDEMNITY**. Recipient shall indemnify and hold harmless MNPS, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of SDI or other breach of this Agreement by Recipient or any subcontractor or agent of the Recipient. To the fullest extent permitted by law, the Recipient shall indemnify and hold harmless MNPS and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from, or incidental to Recipient's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Recipient, approved disclosees or other persons employed or utilized by the Recipient in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant

to the Agreement otherwise available to the Recipient. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Recipient to furnish the greatest amount of indemnification allowed under Tennessee law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Recipient shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

6. **TERM, TERMINATION, AND RETURN OF SDI**

A. Term. The Term of this Agreement shall be effective as of July 11, 2018 and end June 30, 2023. In no event shall the term of this Contract exceed five (5) years.

B. Termination for Convenience. MNPS may terminate this Agreement at any time upon thirty (30) days written notice to Recipient. A termination for convenience shall not be a breach of this Agreement by MNPS

C. Termination for Breach. Should Recipient fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, MNPS shall have the right to immediately terminate this Agreement if the Recipient has not corrected the cause of the breach to the satisfaction of MNPS within thirty (30) days of written notification of the breach. It shall also be considered a breach of Agreement if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

D. Obligations on Termination.

i. Except as provided in subsection 6.D.ii., upon termination of this Agreement, for any reason, Recipient shall return or destroy, as determined by MNPS, all SDI received from MNPS, or created or received by Recipient on behalf of MNPS. This provision shall also apply to SDI that is in the possession of subcontractors, or agents of the Recipient. Recipient shall complete such return or destruction as promptly as possible. Notwithstanding the foregoing, it is acknowledged and agreed that Recipient's computer systems may automatically back up MNPS'S SDI and to the extent such backup procedures create copies of the SDI, the Recipient may retain such copies in its archival or backup computer system no later than one year from the date of termination. Recipient shall retain no copies of the SDI.

ii. In the event that Recipient determines that returning or destroying the SDI is infeasible, Recipient shall provide to MNPS notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of SDI is infeasible, Recipient shall cease and desist use of SDI. If MNPS determines that return or destruction of SDI is feasible, subparagraph 6.D.i. shall apply.

7. **Amendment.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

8. **Obligations of MNPS.** MNPS shall notify Recipient of any changes in, or revocation of, permission by MNPS to use or disclose SDI, to the extent that such changes may affect Recipient's use or disclosure of SDI.

9. **Changes to Policies or Terms of Service.** Recipient shall provide prompt notice in the event it makes material changes to its privacy policy.

10. **Survival.** The respective rights and obligations of Recipient and MNPS shall survive the termination of this Agreement.
11. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits MNPS and Recipient to comply with FERPA and any other applicable laws and regulations.
12. **Not a Purchase Agreement.** Execution of this Agreement does not in any way obligate MNPS to purchase anything, nor does it imply that MNPS is authorized to purchase goods or services from Recipient.

DocuSign Envelope ID: 6F437226-182D-4137-86D4-C7B600FEB986

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 003210-STND-GAWU-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED HOUGHTON MIFFLIN HARCOURT COMPANY AND ITS WHOLLY OWNED SUBSIDIARIES 9400 SOUTHPARK CENTER LOOP ORLANDO, FL 32819	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Agri General Insurance Company — 42757 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** Indemnity Insurance Company of North America — 43575 **INSURER E :** N/A — N/A **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-009217627-11 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HDO G271095629	05/15/2018	05/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H25157709	05/15/2018	05/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A B D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C64790122 (CA,MA) WLR C64790158 (TN) WLR C6479016A (AOS) SCF C64790146 (WI)	05/15/2018 05/15/2018 05/15/2018 05/15/2018	05/15/2019 05/15/2019 05/15/2019 05/15/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Metropolitan Board of Public Education is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
c/o ERC: documents@enterpriserc.com
1800 Preston Park Blvd, Suite 200
Plano, TX 75093

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Christopher J. King Christopher J King

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 CN101382656-STND-CYBER-18-19	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED HOUGHTON MIFFLIN HARCOURT COMPANY AND ITS WHOLLY OWNED SUBSIDIARIES 125 HIGH STREET, SUITE 900 BOSTON, MA 02110	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** 2623 AFB LLOYD'S SYNDICATE **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010312830-02 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	CYBER COVERAGE			0516-10102-17	05/01/2018	05/01/2019	EACH CLAIM / AGGREGATE SIR	5,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Cyber Liability Policy No.0516-10102-17 placement was made directly by the named insured, Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Metropolitan Nashville Public School is included as additional insured with respects to Cyber Liability as required by written contract.

See below regarding policy limits as matched to the vendors requirements for 39 schools:

Cyber Liability: $5,000,000

Privacy Liability: $5,000,000

(See Attached Descriptions)

CERTIFICATE HOLDER

METROPOLITAN NASHVILLE PUBLIC SCHOOL
2601 BRANSFORD AVENUE
NASHVILLE, TN 37204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Yevgeniya Muyamina Yevgeniya Muyamina

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AGENCY CUSTOMER ID: CN101382656
LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, INC.	HOUGHTON MIFFLIN HARCOURT COMPANY AND ITS WHOLLY OWNED SUBSIDIARIES 125 HIGH STREET, SUITE 900 BOSTON, MA 02110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

System Business Interruption: $5,000,000
Regulatory Actions and Investigations including defense costs and fines/penalties-$5,000,000
Privacy Breach Notification Costs: $5,000,000
Cyber Threats and Extortion: $5,000,000
Multimedia Liability and Advertising Injury: $5,000,000
Crisis Communication Costs: $2,000,000

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Certificate Of Completion

Envelope Id: 6F437226182D413786D4C7B600FEB986
Subject: Houghton Mifflin Harcourt 2-227430-04
Source Envelope:
Document Pages: 27
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 12
Initials: 10

Status: Completed

Envelope Originator:
Kevin Edwards
2601 Bransford Ave
Nashville, TN 37204
Kevin.Edwards@mnps.org
IP Address: 96.4.9.1

Record Tracking

Status: Original
7/10/2018 7:51:19 AM

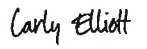
Holder: Kevin Edwards
Kevin.Edwards@mnps.org

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Gossage Jeff.Gossage@mnps.org Director, Procurement Department MNPS Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Jeff Gossage Using IP Address: 96.4.9.1	Sent: 7/10/2018 8:04:44 AM Viewed: 7/11/2018 1:22:34 PM Signed: 7/11/2018 1:22:39 PM
Shawn Weirather shawn.weirather@hmhco.com Senior Director Houghton Mifflin Harcourt Publishing Company Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Shawn Weirather Using IP Address: 208.85.126.20	Sent: 7/11/2018 1:22:42 PM Resent: 7/17/2018 12:04:57 PM Viewed: 7/17/2018 12:39:27 PM Signed: 7/17/2018 12:41:06 PM
Gary Pope Gary.Pope@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	GP Using IP Address: 96.4.9.1	Sent: 7/17/2018 12:41:10 PM Viewed: 7/17/2018 12:59:01 PM Signed: 7/17/2018 12:59:19 PM
Tina Yahnian tina.yahnian@mnps.org LT Ops Martin Professional Development Center Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	TY Using IP Address: 96.4.9.2	Sent: 7/17/2018 12:59:22 PM Viewed: 7/17/2018 1:01:01 PM Signed: 7/17/2018 1:01:07 PM
Ardee Chua Ardee.Chua@mnps.org IT Liaison Martin Professional Development Center Security Level: Email, Account Authentication (None)	AC Using IP Address: 96.4.9.1	Sent: 7/17/2018 1:01:11 PM Viewed: 7/17/2018 1:08:35 PM Signed: 7/17/2018 1:08:40 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Doug Renfro Douglas.Renfro@mnps.org ID Lead Martin Professional Development Center Security Level: Email, Account Authentication (None)	DR Using IP Address: 96.4.8.135	Sent: 7/17/2018 1:08:43 PM Viewed: 7/17/2018 1:19:27 PM Signed: 7/17/2018 1:19:34 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Debbie McAdams debbie.mcadams@mnps.org Security Level: Email, Account Authentication (None)	Debbie McAdams Using IP Address: 76.22.233.32	Sent: 7/17/2018 1:19:37 PM Viewed: 7/18/2018 6:25:19 AM Signed: 7/18/2018 6:25:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Williams David.Williams2@mnps.org Security Level: Email, Account Authentication (None)	David Williams Using IP Address: 76.18.161.221 Signed using mobile	Sent: 7/18/2018 6:25:28 AM Viewed: 7/18/2018 6:41:19 AM Signed: 7/21/2018 9:09:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brenda Stone Brenda.Stone@mnps.org DocuSign Ink Security Level: Email, Account Authentication (None)	BS Using IP Address: 96.4.9.1	Sent: 7/21/2018 9:09:37 AM Viewed: 7/23/2018 7:27:11 AM Signed: 7/23/2018 7:29:50 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Merrie Clark Merrie.Clark@mnps.org Grants Director Security Level: Email, Account Authentication (None)	MC Using IP Address: 73.88.233.201 Signed using mobile	Sent: 7/23/2018 7:29:53 AM Viewed: 7/23/2018 7:37:13 AM Signed: 7/23/2018 7:37:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Phyllis Dyer Phyllis.Dyer@mnps.org Security Level: Email, Account Authentication (None)	Phyllis Dyer Using IP Address: 96.4.9.1	Sent: 7/23/2018 7:37:29 AM Viewed: 7/23/2018 11:01:48 AM Signed: 7/23/2018 11:02:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Monique Felder Monique.Felder@mnps.org Security Level: Email, Account Authentication (None)	Monique Felder Signature Adoption: Pre-selected Style Using IP Address: 69.137.99.100	Sent: 7/23/2018 11:02:34 AM Viewed: 7/26/2018 6:51:27 AM Signed: 7/26/2018 6:51:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	Sent: 7/26/2018 6:51:38 AM Viewed: 7/26/2018 8:41:32 AM Signed: 7/26/2018 8:41:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	Anna Shepherd Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 7/26/2018 8:41:44 AM Viewed: 8/1/2018 10:44:00 AM Signed: 8/1/2018 10:48:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None)	RS Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 8/1/2018 10:48:16 AM Viewed: 8/6/2018 10:46:40 AM Signed: 8/6/2018 10:47:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Talia Lomax-O'dneal donna.foster@nashville.gov Security Level: Email, Account Authentication (None)	Talia Lomax-O'dneal Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 8/6/2018 10:47:19 AM Viewed: 8/6/2018 10:59:47 AM Signed: 8/6/2018 11:00:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.100	Sent: 8/6/2018 11:00:10 AM Viewed: 8/6/2018 12:40:18 PM Signed: 8/6/2018 12:43:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 8/6/2018 12:43:59 PM Viewed: 8/6/2018 1:00:10 PM Signed: 8/6/2018 1:01:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 8/6/2018 1:01:57 PM Viewed: 8/7/2018 3:09:51 PM Signed: 8/7/2018 3:10:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 8/7/2018 3:10:16 PM Viewed: 8/7/2018 3:28:20 PM Signed: 8/7/2018 3:28:30 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:10:14 PM
Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:35 PM
Tieawasa Hodack Tieawasa.Hodack@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 8/7/2018 3:28:37 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Kathryn Pattullo Kathryn.Pattullo@mnps.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:39 PM
Ryan Kirkbride rmkirkbride@jmcss.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:41 PM
Thao Tran ttran10@fcps.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:43 PM
Michelle Williams michelle.a.williams@mnps.org Grant Specialist Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:45 PM
Rich Dubon Rich.Dubon@hmhco.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 8/7/2018 3:28:48 PM

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2018 3:28:48 PM
Certified Delivered	Security Checked	8/7/2018 3:28:48 PM
Signing Complete	Security Checked	8/7/2018 3:28:48 PM
Completed	Security Checked	8/7/2018 3:28:48 PM

Payment Events	Status	Timestamps

EXHIBIT tabbies V A11 b. 06/29/23 (July BOE Mtg)

Houghton Mifflin Harcourt

Proposal #008708040

Prepared For

Putnam Co School District

Attention:
Jason Stickler
jason.stickler@pcsstn.com

For the Purchase of:

Math 180 (Ed) (Migrate Now 1-Year) Gratis CP

Prepared By
Tricia M. Seely
tricia.seely@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

	ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
			Math 180				
			Student Licenses				
1821203	9780358654520		MATH 180 Digital Access Student Subscription 1 Year Includes: MATH 180 Student License 1 Year Implementation Success	$129.00			280
			Teacher Licenses				
1821211	9780358654605		MATH 180 Digital Access Teacher Subscription 1 Year Includes: MATH 180 Teacher License, 1 Year Access to Teacher's Corner	$299.00			27
			A la Carte Items Available for Purchase				
			Student Materials				
1815167	9780358610076		MATH 180 Multiplication and Division Student mSpace	$15.00			12
1815170	9780358610106		MATH 180 Fractions Student mSpace	$15.00			96
1815173	9780358610137		MATH 180 Decimals and Integers Student mSpace	$15.00			124
1815176	9780358610168		MATH 180 Rates and Ratios Student mSpace	$15.00			54
1815179	9780358610199		MATH 180 Proportional and Linear Relationships Student mSpace	$15.00			14
			Teacher/Classroom Materials				
			Teacher Materials				
1815168	9780358610083		MATH 180 Multiplication and Division Teacher Edition	$399.00			27
1815171	9780358610113		MATH 180 Fractions Teacher Edition	$399.00			27
1815174	9780358610144		MATH 180 Decimals and Integers Teacher Edition	$399.00			27
1815177	9780358610175		MATH 180 Rates and Ratios Teacher Edition	$399.00			27
1815180	9780358610205		MATH 180 Proportional and Linear Relationships Teacher Edition	$399.00			27
1815183	9780358610236		MATH 180 Linear and Non-Linear Functions Teacher Edition	$399.00			27
Total for Math 180				**$ 0.00**			
			Professional Services - Math 180				
			Implementation Success Plan				
1821115	9780358653707		Getting Started: Introduction to Math 180 on Ed 5-12 Live Online 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.		1		

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Date of Proposal: 5/25/2023

Proposal for
Putnam Co School District

Expiration Date: 7/9/2023

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.				
Total for Professional Services - Math 180		**$ 0.00**			

Total Savings:	**$113,331.00**
Subtotal Purchase Amount:	**$0.00**
Shipping & Handling:	**$0.00**
Total Cost of Proposal (PO Amount):	**$0.00**

****Please add proper sales tax to your order****

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $0.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Putnam County School District	Putnam County School District
1400 E Spring St	1400 E Spring St
Cookeville, TN 38506-4313	Cookeville, TN 38506-4313

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/25/2023

Proposal Expiration Date: 7/9/2023

Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

EXHIBIT
tabbies
V A. 11.C
06-29-23
(July BOE Mtg)

Houghton
Mifflin
Harcourt

September 23, 2021

Jason Stickler
Putnam Co School District
1400 E Spring St
Cookeville, TN 38506

Dear Jason Stickler:

On behalf of Houghton Mifflin Harcourt (HMH), I am pleased to confirm approval of deferred payments to Putnam Co School District for the following products:

Quote #	Description	Payment 1 November 30th, 2021	Payment 2 November 30th, 2022	Payment 3 November 30th, 2023	Total
008129411	Read180	$ 105,999.17	$ 44,253.25	$ 45,702.38	$ 195,954.79
008131049	Math180	$ 54,274.22	$ 15,872.24	$ 16,546.38	$ 86,692.84
008154379	Math180 High School Course 1RTI T3	$ 23,699.03	$ 3,993.00	$ 4,281.70	$ 31,973.73
008178790	VITAL Virtual School Read and Math180	$ 10,810.23	$ 4,917.77	$ 4,920.49	$ 20,648.49
008131840	Technology Renewal 2021	$ 33,380.50	$ 29,662.50	$ -	$ 63,043.00
008132373	Read180 U Stage B Professional Development	$ 31,200.00	$ -	$ -	$ 31,200.00
008131287	Read180 (Books)	$ 4,001.10	$ -	$ 36.46	$ 4,037.56
008176256	Read180 Stage B for Growth from Existing Middle Schools plus WPA / Burks System44	$ 82,419.52	$ 18,815.00	$ 19,587.93	$ 120,822.46
007948137	Math180	$ 87,670.62	$ 14,562.08	$ 14,811.11	$ 117,043.80
	Note: Partial Payment Already Made Reference PO# 9322100001 -New PO 2021-2022 (9332200001)	$ (44,160.00)			$ (44,160.00)
TOTAL PAYMENT		$ 389,294.39	$ 132,075.83	$ 105,886.45	$ 627,256.67

The pricing and extended payment terms outlined in this letter are based on receiving payment in the form of a check, ACH or Wire transfer.

Include a copy of this letter with your purchase order. No returns, substitutions, or cancellations are allowed. All purchase orders related to this offer must be submitted at the same time. **Purchase orders must be submitted for the entire amount of the purchase.** If you are unable to issue a purchase order for the full order amount, a purchase agreement is required. Please contact your Account Executive should you need a purchase agreement. This offer is valid through 10/31/2021.

Should you have any questions regarding this response, please feel free to contact the following HMH professional:

- Tricia M. Seely, Account Executive at 615-310-8989, or via email at tricia.seely@hmhco.com

Sincerely,

Michelle Armstrong
Director, Sales Finance and Operations

Received 06-20-23

HMH SERVICES AGREEMENT

This Agreement dated as of **September 24, 2021** (the "Effective Date"), is by and between Houghton Mifflin Harcourt Publishing Company, located at 125 High Street, Boston, Massachusetts 02110 ("HMH") and **Putnam County School District** located at **1400 East Spring Street, Cookeville, TN 38506** (the "Customer") (individually referred to as the "Party" or collectively as the "Parties").

WHEREAS Customer desires to purchase the Services from HMH and HMH desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase.

NOW THEREFORE, The Parties hereby agree as follows:

1. **Services.** Subject to Customer's payment of the Fees, HMH shall provide the Services on the Services Dates indicated above. Any TBD Services Dates must be delivered within twelve (12) months of the Service Period identified in Exhibit A. Fees paid for any TBD Dates not consumed within the applicable twelve (12) month Service Period will be forfeited by the Customer.
2. **Fee.** Customer agrees to pay the Fee for the Services and in accordance with the HMH Payment Agreement dated September 23, 2021, attached and incorporated herein. All invoices shall be paid within thirty (30) days of receipt. If such payments are not made within thirty (30) days, HMH may terminate this Agreement upon thirty (30) days prior written notice of such breach, unless such breach is promptly cured.
3. **Term.** The term of this Agreement shall begin on the Effective Date and extend for a period of three (3) years or until such time as the Services have been delivered, whichever shall first occur.
4. **Scheduling.** The Scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase/services.
5. **Intellectual Property; Prohibition on Reproduction**. The intellectual property contained in the HMH Services is considered "Confidential and/or Proprietary Information" to HMH and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.
6. **General.** All other terms of this Agreement are governed by the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: Lisa A. Jacobson
Printed Name: Lisa A. Jacobson
Title: Sr. Director, Bids and Contracts

PUTNAM COUNTY SCHOOL DISTRICT

By:
Printed Name: Lynn McHenry
Title: Board Chair
09-30-21

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VF11 ☆ FY24 Consolidated Application

VA11 ☆ Purchase of Houghton Mifflin Harcourt for **Read 180 and Math 180** per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933.

VA12 ☆ Purchase of Curriculum Associates for **i-Ready** per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933.

VF.12 ☆ Approval for renewal of **Title I Crate** from **806 Technologies** per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011.

VA13 ☆ Purchase of **CERT** (College Equip Readiness Tool) of **ePrep Inc.**, Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933.

VF13 ☆ Approval for renewal of **TransACT** Parent Notices in the amount of $9,996.00 whereas $4,998.00 will be paid from 142-72210-399-101 and $4,998.00 will be paid from 142-72210-399-301.

VA.14 ☆ Approval for renewal of Platform, Strategies and Math from **ELLevation** (Curriculum Associates) per cooperative purchasing group Allied States # 22-7436 in the amount of $25,770.83 per contract where **$7,901.04** will be paid from 142-72210-399-101 and **$7,901.04** will be paid from 142-72210-599-301 and $9,968.75 will be paid from general funds.

VF.15 ☆ Approval for renewal of **Rosetta Stone** in the amount of $8,100.00 whereas $4,050.00 will be paid from 142-72210-399-101 and $4,050.00 will be paid from 142-72210-399-301.

EXHIBIT tabbies IV A.11d. 06-29-23 (July BOE mtg)

Houghton Mifflin Harcourt

Proposal #008697143

Prepared For

Putnam Co School District

Attention:
Jason Stickler
jason.stickler@pcsstn.com

For the Purchase of:

Math 180 (Ed) (Renewal 1-Year)

Prepared By
Tricia M. Seely
tricia.seely@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Math 180						
Student Licenses						
1821203	9780358654520	MATH 180 Digital Access Student Subscription 1 Year Includes: MATH 180 Student License 1 Year Implementation Success	$129.00	69	$8,901.00	
Total for Student Licenses			**$8,901.00**			
Teacher Licenses						
1821211	9780358654605	MATH 180 Digital Access Teacher Subscription 1 Year Includes: MATH 180 Teacher License, 1 Year Access to Teacher's Corner	$299.00			5
Total for Teacher Licenses			**$0.00**			
A la Carte Items Available for Purchase						
Teacher/Classroom Materials						
Teacher Materials						
1815168	9780358610083	MATH 180 Multiplication and Division Teacher Edition	$399.00			5
1815171	9780358610113	MATH 180 Fractions Teacher Edition	$399.00			5
1815174	9780358610144	MATH 180 Decimals and Integers Teacher Edition	$399.00			5
1815177	9780358610175	MATH 180 Rates and Ratios Teacher Edition	$399.00			5
1815180	9780358610205	MATH 180 Proportional and Linear Relationships Teacher Edition	$399.00			5
1815183	9780358610236	MATH 180 Linear and Non-Linear Functions Teacher Edition	$399.00			5
Total for A la Carte Items Available for Purchase			**$0.00**			
Total for Math 180			**$8,901.00**			
Professional Services - Math 180						
Getting Started with Math 180						
1821115	9780358653707	Getting Started: Introduction to Math 180 on Ed Live Online 2-Hour Grade 5-12 This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.		1		

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Professional Services - Math 180		$ 0.00			

Total Savings:	$14,265.00
Subtotal Purchase Amount:	$8,901.00
Shipping & Handling:	$0.00
Total Cost of Proposal (PO Amount):	**$8,901.00**

****Please add proper sales tax to your order****

Total Cost of Proposal (PO Amount): $8,901.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

Sold to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
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Date of Proposal: 5/15/2023

Proposal Expiration Date: 6/29/2023

Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Jason Stickler
jason.stickler@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Boyboard ESSER 3
711000-471 .933

Curriculum Associates

EXHIBIT
tabbies
IV A.12a
06-29-23
(July BOE Mtg

Prepared For:
Bridgett Carwile
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

4/19/2023

Dear Bridgett Carwile,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 322510.8 Valid through: 12/31/2023

Product	List Price	Net Price
i-Ready	$331,246.50	$264,997.20
Professional Development	$30,000.00	$30,000.00
	List Total:	$361,246.50
	Savings:	$66,249.30
	Shipping/Tax/Other:	$0.00
	Total:	$294,997.20

Thank you again for your interest in Curriculum Associates.

Sincerely

James Pinckley

jpinckley@cainc.com

Please submit this quote with your purchase order

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

received
06-16-23

Curriculum Associates®

Quote ID: 322510.8 **Date:** 4/19/2023 **Valid through:** 12/31/2023

Prepared For:
Bridgett Carwile
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bridgett.carwile@pcsstn.com

Your Representative:
James Pinckley

jpinckley@cainc.com

Algood ES 2525 Old Walton Rd, Cookeville, TN 38506

Total Building Enrollment: 480, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	500	$7.25	$5.80	$2,900.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	156	$7.25	$5.80	$904.80
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	250	$27.00	$21.60	$5,400.00
					Subtotal:	$9,204.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,204.80

Algood MS 540 Dry Valley Rd, Cookeville, TN 38506

Total Building Enrollment: 761, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	792	$7.25	$5.80	$4,593.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	748	$7.25	$5.80	$4,338.40
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	992	$27.00	$21.60	$21,427.20
					Subtotal:	$30,359.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$30,359.20

Avery Trace MS 230 Raider Dr, Cookeville, TN 38501

Total Building Enrollment: 757, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	788	$7.25	$5.80	$4,570.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	744	$7.25	$5.80	$4,315.20
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	986	$27.00	$21.60	$21,297.60
					Subtotal:	$30,183.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$30,183.20

Baxter Primary School 125 Elmore Town Rd, Baxter, TN 38544

Total Building Enrollment: 268, Grade Range: PK - 1

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	279	$7.25	$5.80	$1,618.20
					Subtotal:	$1,618.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$1,618.20

Burks ES 300 Crossville St, Monterey, TN 38574

Total Building Enrollment: 455, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	474	$7.25	$5.80	$2,749.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	227	$7.25	$5.80	$1,316.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	339	$27.00	$21.60	$7,322.40
					Subtotal:	$11,388.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$11,388.20

Cane Creek ES 1500 W Jackson St, Cookeville, TN 38501

Total Building Enrollment: 400, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	416	$7.25	$5.80	$2,412.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	122	$7.25	$5.80	$707.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	208	$27.00	$21.60	$4,492.80
					Subtotal:	$7,613.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$7,613.20

Capshaw ES 1 Cougar Ln, Cookeville, TN 38501

Total Building Enrollment: 445, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	463	$7.25	$5.80	$2,685.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	141	$7.25	$5.80	$817.80
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	232	$27.00	$21.60	$5,011.20
					Subtotal:	$8,514.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$8,514.40

Cookeville HS 1 Cavalier Dr, Cookeville, TN 38501

Total Building Enrollment: 2300, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	2395	$7.25	$5.80	$13,891.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	2213	$7.25	$5.80	$12,835.40
					Subtotal:	$26,726.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$26,726.40

Cornerstone ES 371 1st Ave S, Baxter, TN 38544

Total Building Enrollment: 363, Grade Range: 2 - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	378	$7.25	$5.80	$2,192.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	208	$7.25	$5.80	$1,206.40
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	316	$27.00	$21.60	$6,825.60
					Subtotal:	$10,224.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,224.40

Jere Whitson ES 178 E Jerry Woodson Rd, Cookeville, TN 38501

Total Building Enrollment: 315, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	328	$7.25	$5.80	$1,902.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	87	$7.25	$5.80	$504.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	164	$27.00	$21.60	$3,542.40
					Subtotal:	$5,949.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$5,949.40

Monterey HS 710 E Commercial Ave, Monterey, TN 38574

Total Building Enrollment: 200, Grade Range: 7 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	208	$7.25	$5.80	$1,206.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	164	$7.25	$5.80	$951.20
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	261	$27.00	$21.60	$5,637.60
					Subtotal:	$7,795.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$7,795.20

Northeast ES 575 N Old Kentucky Rd, Cookeville, TN 38501

Total Building Enrollment: 375, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	390	$7.25	$5.80	$2,262.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	112	$7.25	$5.80	$649.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	195	$27.00	$21.60	$4,212.00
					Subtotal:	$7,123.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$7,123.60

Park View ES 545 Scott Ave, Cookeville, TN 38501

Total Building Enrollment: 340, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	354	$7.25	$5.80	$2,053.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	98	$7.25	$5.80	$568.40
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	177	$27.00	$21.60	$3,823.20
					Subtotal:	$6,444.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$6,444.80

Prescott South ES 115 W Cemetery Rd, Cookeville, TN 38506

Total Building Enrollment: 505, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	526	$7.25	$5.80	$3,050.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	166	$7.25	$5.80	$962.80
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	263	$27.00	$21.60	$5,680.80
					Subtotal:	$9,694.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,694.40

Prescott South MS 1859 S Jefferson Ave, Cookeville, TN 38506

Total Building Enrollment: 779, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	811	$7.25	$5.80	$4,703.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	767	$7.25	$5.80	$4,448.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	1015	$27.00	$21.60	$21,924.00
					Subtotal:	$31,076.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$31,076.40

Sycamore ES 452 Ellis Ave, Cookeville, TN 38501

Total Building Enrollment: 280, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	292	$7.25	$5.80	$1,693.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	73	$7.25	$5.80	$423.40
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	146	$27.00	$21.60	$3,153.60
					Subtotal:	$5,270.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$5,270.60

Upperman HS 6950 Nashville Hwy, Baxter, TN 38544

Total Building Enrollment: 800, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	833	$7.25	$5.80	$4,831.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	832	$7.25	$5.80	$4,825.60
					Subtotal:	$9,657.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,657.00

Upperman MS 6700 Nashville Hwy, Baxter, TN 38544

Total Building Enrollment: 796, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	829	$7.25	$5.80	$4,808.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	784	$7.25	$5.80	$4,547.20
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	1037	$27.00	$21.60	$22,399.20
					Subtotal:	$31,754.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$31,754.60

Vital School 286 E Main St, Algood, TN 38506

Total Building Enrollment: 300, Grade Range: 3 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	312	$7.25	$5.80	$1,809.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	268	$7.25	$5.80	$1,554.40
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	391	$27.00	$21.60	$8,445.60
					Subtotal:	$11,809.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$11,809.60

White Plains Academy 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 90, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	94	$7.25	$5.80	$545.20
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	62	$7.25	$5.80	$359.60
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	78	$27.00	$21.60	$1,684.80
					Subtotal:	$2,589.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,589.60

Putnam Co SD 1400 E Spring St, Cookeville, TN 38506

Total Building Enrollment: 7908, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction New User - Getting Good Data Session	Multiple	14432.0	2	$2,000.00	$2,000.00	$4,000.00
Professional Development i-Ready Assessment and Personalized Instruction New User - Using Data to Plan Instruction Session	Multiple	14434.0	2	$2,000.00	$2,000.00	$4,000.00
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session	Multiple	16954.0	11	$2,000.00	$2,000.00	$22,000.00
					Subtotal:	$30,000.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$30,000.00

Total

List Total:	$361,246.50
Savings:	$66,249.30
Merchandise Total:	$294,997.20
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$294,997.20**

Special Notes

20% discount applied to i-Ready based on scope of quote.
All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y21

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery $50/shipment location
- White Glove Delivery Service $350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $100/shipment location
- Freight Storage $150/day/shipment location
- Freight Carrier Redelivery $100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listedabove) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequentshipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.
Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-development sessions will expire two years following the date of your purchase order and are subject to the Professional Development Terms of Service, which can be found at https://www.curriculumassociates.com/PDTOS.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 4) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

Curric. original

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

EXHIBIT tabbies IV A 12b 06-29-23 (July BOE Mtg)

July 29, 2021

Sent Via Email: RFPs@cainc.com

Jaclyn Sullivan
Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 653-21 for Instructional Materials and Classrooms Teaching Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of November 1, 2021 through October 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 653-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Curric.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 3, 2022

Sent via email to: orders@cainc.com

Customer Service
Curriculum Associates, LLC
153 Rangeway Road
North Billerica MA 01862

Re: Instructional Materials and Classroom Teaching Supplies and Equipment
BuyBoard Contract 653-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Instructional Materials and Classroom Teaching Supplies and Equipment, Contract 653-21 effective November 1, 2021 through October 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through October 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at melonie.perry@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at melonie.perry@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Melonie Perry

Melonie Perry
Contract Administrator

1st renewal v.02.13.2020

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Instructional Materials and Classroom Teaching Supplies and Equipment

Proposal Due Date/Opening Date and Time: May 13, 2021 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 653-21

Anticipated Cooperative Board Meeting Date: July 2021

Contract Term: November 1, 2021 through October 31, 2022 with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Curriculum Associates, LLC Name of Proposing Company	5/11/21 Date
153 Rangeway Road Street Address	 Signature of Authorized Company Official
North Billerica, MA, 01862 City, State, Zip	Laura Youssef Printed Name of Authorized Company Official
800-225-0248 Telephone Number of Authorized Company Official	Senior VP, Sales Operations and Finance Position or Title of Authorized Company Official
800-366-1158 Fax Number of Authorized Company Official	26-3954988 Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: LY

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: LY

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
■ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Curriculum Associates, LLC	153 Rangeway Road	
Company Name	Address	
N. Billerica	MA	01862
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $ 0 or 0 %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: LY

NO ISRAEL BOYCOTT CERTIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

Initial: LY

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: LY

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

See attached letter.

Initial: LY

Curriculum Associates®

May 4, 2021

TASB Assistant Division Director
Cooperative Procurement
The Local Government Purchasing Cooperative
12007 Research Boulevard
Austin, TX 78759

Re: Proposal No. 653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment

Dear TASB Assistant Division Director:

Reference is made to that proposal submitted by Curriculum Associates, LLC ("Curriculum Associates") for Proposal No. 653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment (the "RFP") published by the Texas Association of School Boards, Inc. (together with its Local Government Purchasing Cooperative d/b/a "BuyBoard"). Consistent with Curriculum Associates' policies, practices and current agreement with BuyBoard, Curriculum Associates respectfully submits the following clarifications to the RFP's terms and conditions to maintain continuity across projects. Notwithstanding anything to the contrary in the RFP, the clarifications in this letter shall be binding on BuyBoard and its affiliates.

Curriculum Associates would like to reaffirm that, notwithstanding any language in the RFP to the contrary, it will only service BuyBoard cooperative members (as defined in the RFP) within the states of Texas and Idaho. The products Curriculum Associates will provide are for use in those states only, and it will not accept orders from cooperative members in any other state through BuyBoard or its affiliates.

BuyBoard acknowledges and agrees that Curriculum Associates will only be obligated to pay BuyBoard's fees for purchases made directly through BuyBoard, as well as for those purchase orders received from cooperative members who reference BuyBoard. Cooperative members have the option to purchase from Curriculum Associates directly. Nothing in the RFP will obligate cooperative members to purchase products or services from Curriculum Associates though BuyBoard.

BuyBoard acknowledges and agrees that Curriculum Associates shall offer its goods and services to cooperative members in Texas and Idaho at the same unit pricing and same general terms and conditions as its other customers in those states, subject to applicable state laws in the state of purchase, provided that those members purchase the same products and services in the same quantities and under the same terms and conditions.

For the avoidance of doubt, Curriculum Associates will be allowed to increase its product prices at least annually as posted on its website and/or when new products are released, including for any renewals.

Sincerely,

Laura Youssef
Senior Vice President, Operations

153 Rangeway Road, North Billerica, MA 01862-2013 **p:** 800.225.0248 **f:** 800.366.1158 CurriculumAssociates.com

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: LY

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: All products listed on the product list are protected by copyright.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: LY

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ buyboard.com

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** LY

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Curriculum Associates, LLC

Company Name

Signature of Authorized Company Official

Laura Youssef, Sr VP, Sales Ops and Finance

Printed Name and Title

5/11/21

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Curriculum Associates, LLC

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): MA

Federal Employer Identification Number: 26-3954988

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Curriculum Associates, LLC

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Curriculum Associates, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
153 Rangeway Road, N. Billerica, MA 01862

Requester's name and address (optional)

6 City, state, and ZIP code
North Billerica, MA, 01862

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	6	–	3	9	5	4	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Laura Yost | **Date** ▶ 5/5/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Proposal/Contract Contact:

Vendor Proposal/Contract Contact Name: Jackie Sullivan

Vendor Proposal/Contract Contact E-mail Address: RFPs@cainc.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 153 Rangeway, N. Billerica, MA 01862

Company Website: www.curriculumassociates.com

Purchase Orders Contact Information: All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

☒ I will use the internet to receive Purchase Orders at the following address:

Purchase Order E-mail Address: orders@cainc.com

Purchase Order Contact: Customer Service Rep Phone: 800-225-0248

Alternate Purchase Order E-mail Address: n/a

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: RFPs@cainc.com

RFQ Contact: Jackie Sullivan Phone: 800-225-0248

Alternate RFQ E-mail Address: n/a

Alternate RFQ Contact: _____ Phone: _____

Invoices: Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 153 Rangeway Road **Department:** Accounts Payable

City: North Billerica **State:** MA **Zip Code:** 01862

Contact Name: Accounts Payable Rep **Phone:** 800-225-0248

Invoice Fax: 800-366-1158 **Invoice E-mail Address:** payments@cainc.com

Alternative Invoice E-mail Address: n/a

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing Agent Mailing Address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other: _____

2. Payment Terms: *(Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).):* Net 30 days with credit approval

3. Vendor's Internal/Assigned Reference/Quote Number (optional): _____

4. State or attach your return policy. (Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative): _____

https://www.curriculumassociates.com/support/shipping-and-returns

5. Are electronic payments acceptable? ☒ Yes ☐ No 6. Are credit card payments acceptable? ☐ Yes ☒ No

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $0. (The period of the 12-month period is 5/11/20 / 5/11/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	N	N	

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0 **Proposed Discount (%):** 0

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Alief ISD	Kathleen Jahn	281-498-8100	kathleen.jahn@aliefisd.net	0%	*
2. Plainview ISD	Edna Garcia	806-729-5340	edna.garcia@plainviewisd.org	0%	*
3. Lamar CISD	Dr. Terri Mossige	832-233-0000	theresa.mossige@lcisd.org	0%	*
4. Mercedes ISD	Judith Guerra	956-514-2000	judith.guerra@misdtx.net	0%	*
5. Manor ISD	Lisa Kutsch	512-278-4473	lisa.kutsch@manorisd.net	0%	*

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

* Due to contractual obligations and confidentiality requirements, Curriculum Associates does not release quantity/volume information.

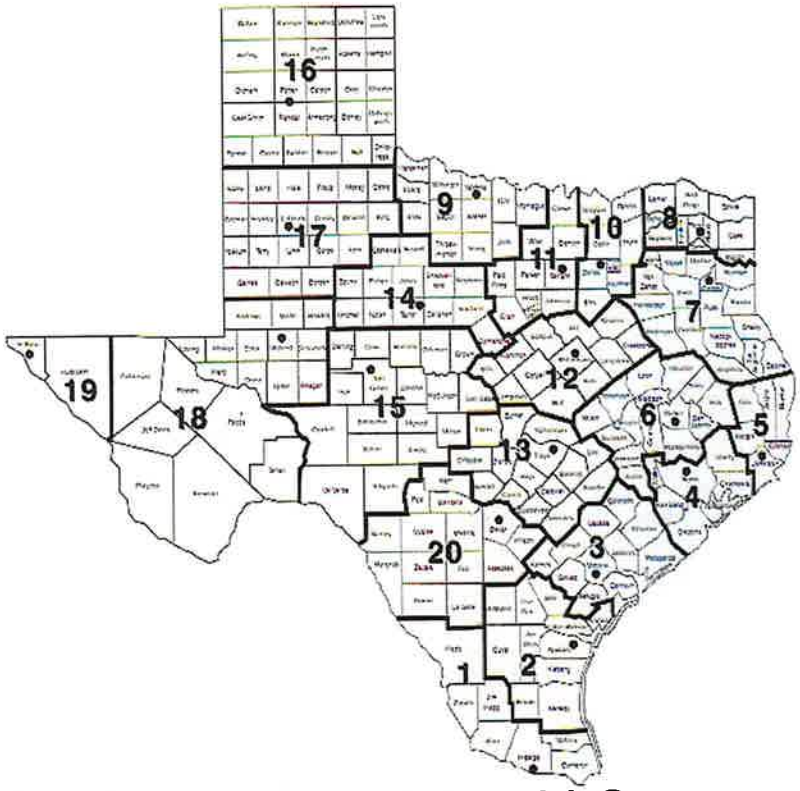
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



Curriculum Associates, LLC

Company Name

☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

☐ I will not service members of the Texas Cooperative.

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STATE SERVICE DESIGNATION

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

Please check (√) all that apply:

☐ I will service all states in the United States.

■ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ■ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

Not applicable to Curriculum Associates, LLC. We are not providing product or services at a National level.

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

Not applicable to Curriculum Associates as we do not have authorized sellers.

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

Not applicable to Curriculum Associates as we do not have designated dealers.

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name _____ Designated Dealer Contact Person _____

Designated Dealer Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Email address _____ Designated Dealer Tax ID Number* **(*attach W-9)** _____

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Curriculum Associates, LLC was founded in 1969 and has been in business for 52 years. In 2008, we switched from Curriculum Associates, Inc. to Curriculum Associates, LLC. There are no current transactions that would significantly alter our business or result in acquisition.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See attached explanation.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

See attached explanation.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See attached explanation.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Curriculum Associates hasn't had any contracts terminated for breach. Contracts do terminate in their ordinary course in accordance with their terms.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Now in our fifth decade of service to K–12 educational institutions, Curriculum Associates has the staff and resources needed to support Texas districts and schools. Since our founding by a team of educators nearly half a century years ago, we have produced research-based and classroom-proven programs focused on helping educators effectively address the diverse needs of their students. Today, **more than ten million students use our products across all program titles**.

With more than 1,500 highly trained staff members, Curriculum Associates publishes core curriculum for grades K–8 mathematics, as well as supplemental instruction and intervention for grade levels K–8 English language arts (ELA)/reading and mathematics; reading/ELA and mathematics assessments for students in K–12; and early childhood and Special Education inventories and screens for children birth through high school. Our programs include both print and web-based resources, aligned to the latest standards and informed by the needs and requirements of state education agencies, national assessment consortia, and school systems across the country. We also provide targeted, classroom-proven professional development and training resources to help educators effectively implement our programs to drive student learning.

Our Employees

Curriculum Associates' strong commitment to customer service begins with our top-notch employees. We provide all new and veteran personnel with a robust training regimen, spanning research and development, implementation/case studies, advancing technologies, feature releases, best practices and project management, internal process and customer support, and the foundational corporate mission and vision. These ongoing training activities ensure all personnel have the most current product knowledge and are fully equipped to serve our customers.

Our service team for Texas districts and schools includes in-state support as well as connected teams based from our Massachusetts headquarters and Arizona satellite office. Curriculum Associates offers in-house, full-time Customer Service and Technical Support personnel, plus dedicated *i-Ready* account managers to ensure a consistent level of service for our clients.

Account Management and Professional Development

Our depth of experience has enabled us to hone our program management processes and professional development offerings to support educators in the most effective, results-driven implementations. From onsite district workshops to tailored support sessions, our professional development is active, personalized, and research-based. As evidence of our ability to support our growing client base of educators across the country, our commitment to service was perhaps best embodied by our Professional Development team who delivered nearly **30,000 training sessions in 2020**.

Our dedication to world-class service is evident in our team composition. We now employ nearly four times as many service staff as sales representatives, and more than 41 percent of our employees are involved in service roles. Based on available data, this percentage is **double the industry average**—underscoring the importance we place on superior service and support. Through ongoing, personalized support, our service team ensures successful program implementation tailored to each school's specific needs, giving all students the potential for maximum growth.

We stand behind our programs and products, and we strive to clearly and accurately describe our products and to make the ordering process fast and easy. If, for any reason, the client is not satisfied with our materials, they may return them for a prompt and courteous credit, exchange, or refund (for digital programs, we will refund any remaining license term.)

Our goal is to ensure any Curriculum Associates' purchase made by Texas districts and schools meets or exceeds expectations.

Curriculum Associates Employee Statistics

- Total number of employees: Over 1,500
- Total number of Customer Service personnel: 46
- Total number of Technical Support personnel: 31
- Local Texas Sales Representatives:
    - Treyton Stender: Northern, Western, and Panhandle Regions
    - Steve Chandler: Eastern and Southeastern Regions
    - Shawn Popovich: Central Texas, Rio Grande Valley, and El Paso Regions
- Texas *i-Ready* Account Manager: Regina McCarthy

3. Marketing Strategy: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

Our marketing team is prepared to support our partnership with the Cooperative, if we are selected to work with BuyBoard. Our current marketing plan is two-fold, initial and ongoing. Initial: 1. Send a communication via an email campaign to TX customers who have expressed interest in using BuyBoard to purchase Curriculum Associates' products. 2. Display the BuyBoard local at our local TX conferences. 3. Create a letter that states we are a vendor with BuyBoard – including all pertinent information – that our sales team will carry with them and distribute as needed to their contacts. Ongoing: 1. Continue to display the BuyBoard logo at local TX conferences we attend. 2. Send a yearly communication to school districts that have purchased via BuyBoard and that have expressed an interest in making additional purchases of Curriculum Associates' product.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Curriculum Associates is a fiscally sound organization committed to fully supporting the needs of our educator stakeholders. We have provided and supported successful implementations of our assessment and instructional solutions for thousands of schools in Texas and across the U.S.

We have grown from $28 million in 2009 to more than $350 million in 2020. Curriculum Associates' sound governance and fiscal strength enable our company to stay true its founding mission, while ensuring we will be here for the long run. We make decisions that benefit our clients, so we can continue to focus on what really matters: making classrooms better places for students and educators.

Neither Curriculum Associates nor our past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

Insurance and Bonding – Coverages per attached ACORD form.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

CONTACT NAME: Marisa Coppola O'Malley
PHONE (A/C, No, Ext): 800-333-7234 **FAX (A/C, No):**
E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CURRASS-02
Curriculum Associates LLC
153 Rangeway Road
North Billerica MA 01862

COVERAGES **CERTIFICATE NUMBER:** 1705591161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			08UUNBA6769	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Abuse & Moleslat						MED EXP (Any one person)	$ 10,000
	X $1M Occ/$2M Agg						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			08UENBA7382	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			08XHUBA6907	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			08WBAE7J6L	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

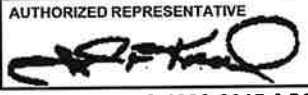
CERTIFICATE HOLDER

BuyBoard Purchasing Cooperation
12007 Research Blvd.
Austin TX 78759-2439

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Israel Boycott Certification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information**
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation**
☒ Reviewed/Completed: **State Service Designation**
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

653-21
Curriculum Associates, LLC
Supplier Response

Event Information

Number: 653-21
Title: Instructional Materials and Classrooms Teaching Supplies and Equipment
Type: Request for Proposal
Issue Date: 3/24/2021
Deadline: 5/13/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 653-21
Instructional Materials and Classrooms Teaching Supplies and Equipment
Proposal Due Date and Time: May 13, 2021 at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system.**

1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.



2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown
  below to submit your proposal online.



- For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal." Click Register now as a new supplier/vendor, so you don't miss future proposal opportunities.

-
Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor's responsibility to obtain the information.

Curriculum Associates, LLC Information

Address: 153 Rangeway Road
North Billerica
North Billerica, MA 01862
Phone: (800) 225-0248

By submitting your response, you certify that you are authorized to represent and bind your company.

Jaclyn Sullivan
Signature

RFPs@cainc.com
Email

Submitted at 5/12/2021 10:19:00 AM

Requested Attachments

BuyBoard Proposal Invitation No.653-21 for Instructional Materials and Classrooms Teaching Supplies and Equipment — Proposal-No-653-21.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Buy Board Part List 2020 - 2021.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate — *No response*

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Curriculum Associates Company Profile.docx

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Lines

1

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for Pre-Kindergarten and Kindergarten** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

2

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for Grades 1-8** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

3

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for High School** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

4

Section II: Instructional Technology Equipment, Supplies and Services- Discount (%) off catalog/pricelist for **Instructional Technology Equipment** (Calculators, Mobile Devices, Classroom Response Systems, Smart Boards, and Similar Equipment to be used in an instructional environment).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

5

Section II: Instructional Technology Equipment, Supplies and Services- Discount (%) off catalog/pricelist for **Instructional Technology Supplies.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

6

Section II: Instructional Technology Equipment, Supplies and Services- Hourly Labor Rate for Installation and Service of Instructional Technology Equipment and Products - not to exceed hourly labor rate for Installation and Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

7

Section III: Professional Development Services for Staff on Instructional Technology Equipment- Discount (%) off catalog/pricelist for **Professional Development Services for Staff on Instructional Technology Equipment listed above on Item No. 4.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

8

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Career and Technology Instructional and Curriculum Materials** (Aeroscience, Agriculture, Animation, Audio Production, Automotive, Business Education, Certified Nursing, Computer Maintenance, Computer Networking, Computer Technology, Cosmetology, Culinary/Family and Consumer Services, EKG, EMT, Engineering, Floral Design, Forensic Science, Graphic Design, Law Enforcement, Pharmacy Tech, Phlebotomy, Robotics, Sports Medicine, Video Production, Welding/Manufacturing, and related curriculum materials).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

9

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Career and Technology Instructional Related Products, Supplies and Equipment** (Aeroscience, Agriculture, Animation, Audio Production, Automotive, Business Education, Certified Nursing, Computer Maintenance, Computer Networking, Computer Technology, Cosmetology, Culinary/Family and Consumer Services, EKG, EMT, Engineering, Floral Design, Forensic Science, Graphic Design, Law Enforcement, Pharmacy Tech, Phlebotomy, Robotics, Sports Medicine, Video Production, Welding/Manufacturing, and related curriculum materials).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

10

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **All Other Career and Technology Instructional and Curriculum Materials.**

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

11

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **All Other Career and Technology Related Products, Parts, Supplies and Equipment** (to be used in an instructional environment).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

12

Section IV: Career and Technology Instructional Materials and Equipment- Hourly Labor Rate for Installation/Repair Service of Career and Technology Equipment and Products listed above on Item No. 9 and Item No. 11 - not to exceed hourly labor rate for Installation/Repair Service of Career and Technology Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

13

Section V: Special Education Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Special Education Instructional and Curriculum Materials.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

14

Section V: Special Education Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Special Education Instructional Related Products, Supplies and Equipment** (to be used in an instructional environment including for special need therapeutic services).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

15

Section V: Special Education Instructional Materials and Equipment-**Hourly Labor Rate for Installation/Repair Service of Special Education Instructional Equipment and Products** - state the **not to exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

No Bid

Quantity: 1 UOM: Hour

16

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Classroom and Teaching Aid Instructional Supplies and Manipulatives.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

17

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Classroom and Teaching Aid Instructional Equipment** (to be used in an instructional environment).

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

18

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Non-Stock/Special Order Classroom and Teaching Aid Instructional Products and Manipulatives.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

19

Section VI: Classroom and Teaching Aid Supplies and Equipment-Hourly Labor Rate for Installation/Repair Service of Classroom and Teaching Aid Supplies and Equipment - not to exceed hourly labor rate for Installation and Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

Response Total: $0.00

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VF11 ☆ FY24 Consolidated Application

VA11 ☆ Purchase of Houghton Mifflin Harcourt for **Read 180 and Math 180** per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933.

VA12 ☆ Purchase of Curriculum Associates for **i-Ready** per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933.

VF.12 ☆ Approval for renewal of **Title I Crate** from **806 Technologies** per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011.

VA13 ☆ Purchase of **CERT** (College Equip Readiness Tool) of **ePrep Inc.**, Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933.

VF13 ☆ Approval for renewal of **TransACT** Parent Notices in the amount of $9,996.00 whereas $4,998.00 will be paid from 142-72210-399-101 and $4,998.00 will be paid from 142-72210-399-301.

VA.14 ☆ Approval for renewal of Platform, Strategies and Math from **ELLevation** (Curriculum Associates) per cooperative purchasing group Allied States # 22-7436 in the amount of $25,770.83 per contract where **$7,901.04** will be paid from 142-72210-399-101 and **$7,901.04** will be paid from 142-72210-599-301 and $9,968.75 will be paid from general funds.

VF.15 ☆ Approval for renewal of **Rosetta Stone** in the amount of $8,100.00 whereas $4,050.00 will be paid from 142-72210-399-101 and $4,050.00 will be paid from 142-72210-399-301.

EXHIBIT
tabbies
IV.A.13
06-29-23
(July BOE mtg)

CERT
College Equipped Readiness Tool

Putnam County School System SY 2023-2024 (Additional Credits + PD)

Putnam County School System
1400 East Spring Street
Cookeville, Tennessee 38506
United States

Christopher Winningham
cwinningham1@pcsstn.com

Reference: 20230315-104944125
Quote created: March 15, 2023
Quote expires: August 12, 2023
Quote created by: Buddy Sampson
Chief Academic Officer
buddy.sampson@eprep.com
4134382378

Comments from Buddy Sampson

The CERT Educator Content Management System (ECMS) (formerly QTA) allows teachers to create their own unique items (questions) with a variety of questions types (multiple-choice, short answer, etc.) and delivery options (text, audible, etc.). These items can be tagged with standards derived from state-specific or national (ACT/SAT) standards for future reference and item banking. In the future, the ECMS will morph into a user-created and (optionally) shared item bank for quick assignment creation based on standards.

Products & Services

Item & Description	Quantity	Unit Price	Total
CERT ACT Grade 7 CERT ACT including Quizzes/Vocabulary Builder	60	$12.00	$720.00
CERT ACT Grade 8 CERT ACT including Quizzes/Vocabulary Builder	96	$12.00	$1,152.00

received
06-16-23

Item & Description	Quantity	Unit Price	Total
CERT ACT Grade 9 CERT ACT including Quizzes/Vocabulary Builder	290	$12.00	$3,480.00
CERT ACT Grade 10 CERT ACT including Quizzes/Vocabulary Builder	21	$12.00	$252.00
CERT ACT Grade 11 CERT ACT including Quizzes/Vocabulary Builder	142	$12.00	$1,704.00
CERT ACT Grade 12 - Standard CERT ACT including Quizzes/Vocabulary Builder	1000	$12.00	$0.00 after $12,000.00 discount
CERT Educator Content Management System (ECMS) Assignment Development, Administration, and Analysis (formerly QTA)	1609	$9.00	$0.00 after $14,481.00 discount
Full Day Professional Development	1	$4,000.00	$4,000.00

Subtotals

One-time subtotal			$11,308.00 after $26,481.00 discount
		Total	**$11,308.00**

Purchase terms

CERT Educator Content Management System (formerly QTA) offered free for 2023-2024

All discounted prices result from bundled services are are specific to this quote only and are not applicable to other quotes.

CERT product bundles and student numbers are easily modified to meet the specific needs of Putnam County School System.

Questions? Contact me



Buddy Sampson
Chief Academic Officer
buddy.sampson@eprep.com
4134382378

ePrep, Inc.
340 Wall Street
Princeton, NJ 08542
US

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

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Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

ENGAGE INSPIRE ACHIEVE

EXHIBIT
tabbies
V A. 14.
06-29-23
Director of Schools
(July BOE mtg)

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: June 14, 2023

RE: UHS Athletic Trainer Funds

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for June 29, 2023, Board meeting.

Requesting approval to purchase weight room equipment for Upperman High School from BSN Sports in the amount of $22,995 to be paid from UHS allotted athletic trainer funds.

Tim Martin 6/14/23
Supervisor Date

Director of Schools Date

received
06-14-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

June 14, 2023

The requested equipment is to be installed in the common Upperman High School weight room and will be available to all athletic teams.

BSN SPORTS
PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Cart #: 10083865
Purchase Order #: Weight Equipment
Cart Name: upperman hs weight system
Quote Date: 05/23/2023
Quote Valid-to: 06/19/2023
Payment Terms: NT30
Ship Via:
Ordered By: Dana McWilliams

Contact Your Rep
Keith Talkington Email:**ktalkington@bsnsports.com** | Phone:**931-265-2714**

Sold to
1432300
UPPERMAN HIGH SCHOOL
6950 Nashville HWY
BAXTER TN 38544
USA

Ship To
1432300
UPPERMAN HIGH SCHOOL
Ross Fanning
6950 Nashville HWY
BAXTER TN 38544
USA

Payer
1432300
UPPERMAN HIGH SCHOOL
6950 Nashville HWY
BAXTER TN 38544
USA

Item Description	Qty	Unit Price	Total
HALF RACK ONLY Item # - 816900	9 EA	$ 1,020.00	$ 9,180.00
Olympic Rubber Plate Black 45LB Item # - 1459646	40 EA	$ 99.00	$ 3,960.00
Olympic Rubber Plate Black 35LB Item # - 1459645	20 EA	$ 80.00	$ 1,600.00
Olympic Rubber Plate Black 25LB Item # - 1459644	20 EA	$ 60.00	$ 1,200.00
Olympic Rubber Plate Black 10LB Item # - 1459642	20 EA	$ 23.00	$ 460.00
RUBBER COATED OLY GRIP PLATE 5LB Item # - 1272567	20 EA	$ 10.00	$ 200.00
RUBBER COATED OLY GRIP PLATE 2.5LB Item # - 1272550	20 EA	$ 6.00	$ 120.00
OLYMPIC POWER BAR 1500 LB ZINC Item # - 1101247	9 EA	$ 185.00	$ 1,665.00
WHEELED MULTI BENCH - BLACK Item # - 815102	9 EA	$ 390.00	$ 3,510.00

-Quote DOES NOT include install.

Subtotal:	$21,895.00
Other:	$0.00
Freight:	$1,100.00
Sales Tax:	$0.00
Order Total:	$22,995.00
Payment/Credit Applied:	$0.00
Order Total:	**$22,995.00**

EXHIBIT
tabbies
V A. 15.
06-29-23
(July BOE Mtg)

Board Agenda Request
For July 2023 Meeting

Date 6/20/2023

Department Teaching and Learning

Person Submitting Dr. Chris Winningham

Account Number (if appropriate) 141-71100-449-02117

Check one:

X Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

- Consider approval of the purchase of newly adopted K-8 Math Textbooks as well as annual replacement textbooks needed from previous adoptions from Tennessee Book Company, La Vergne TN in the amount of $1,382,714.62 to be paid from 141-71100-449-02117.

received
06-20-23

EXHIBIT
tabbies
V A.16
06-29-23
(July BOE Mtg)



ABETTERWAY
ATHLETICS



A Better Way Athletics
Training for Athletic Directors, Coaches, and Parents



A Better Way Athletics, LLC
10710 Midlothian Turnpike, Suite 300
North Chesterfield, VA 23235
P: 804-718-0543
sales@abetterwayathletics.com

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1 Management Summary

ABW is pleased to provide this proposal for A Better Way Athletics' online education platform for Coaches, Administrators, and Parents. **ABW currently works with over 100 Clients, school systems and clubs and academies, across the country with dozens of new Clients being signed every quarter.** ABW is revolutionizing the education industry within youth through secondary school athletics by offering its online training and education for administrators, coaches, and parents.

ABW's online training platform provides constant and ongoing access to dynamic and relatable professional instruction, practical and implementable tools, and resources through customized Client support. ABW was founded on the principles of a consistent and constant online training approach, with real-world practical tools and examples that is changing the industry for youth through secondary education and club environments.

ABW's comprehensive and customizable customer support approach creates a partnership with each Client to achieve success in implementing programs that are consistent and create accountability within the Client's organization. The ABW team also has extensive, industry leading experience within athletics programs at every age group. ABW's team includes industry leaders in administrative and coaching roles at every level of sport, including youth, secondary, and collegiate. Through these experiences, the ABW Team is bringing first-hand knowledge, expertise, and a simple approach to implementation that allows its Clients to forge a new future. ABW's approach is not driven by lecture but rather through ongoing learning and development that is currently implemented in over 100 school systems and clubs/academies in North America.

1.1 Overview of ABW Approach and Benefits

ABW is a web-based, fully hosted, online training curriculum that will help its Clients meet the overall goals of each school system's strategic plan through instruction, management tools and resources, and customized ongoing support. ABW will help Client understand a new possible for success and accountability.

1.1.1 Specific Benefits to Client

ABW has broken down several of the most important concepts to help Client understand how ABW is the only solution and approach in the marketplace that can truly meet these objectives. ***Client has the opportunity to utilize ABW's revolutionary approach to FINALLY "break the code" of successful and accountable athletics management for all parties involved because the status quo just doesn't work.***

Due to ABW's online curriculum, strategies and lessons can be reiterated on an individual or program-wide basis that is not achievable through normal classroom teaching strategies. Through years in the educational and athletics industry, ABW has determined that "Repetition is the Key to Learning" and single or multiple day, lecture style in-person training curricula do not work when attempting to transform organizations on a long-term basis. Not only do they NOT WORK, but they are cost prohibitive versus the Subscription Model utilized with ABW.

1.1.1.1 Universally Accessible and Individually Supported Training

ABW has changed the industry when it comes to access and support. The 24/7 access to our curriculum and content as well as the ongoing availability of support allows *OUR PRODUCT* to truly become *YOUR BEST PRACTICES*.

- Designated account Manager for each school
- Monthly Support from ABW Team
- Weekly Engagement from ABW Team

- Designated help desk
- Mobile Friendly
- Updated Training Curricula is Ongoing throughout the Term of the Agreement

1.1.1.2 Ongoing Accountability for Performance Improvement

ABW has discovered that information absent of execution and accountability will never result in sustainable change. ABW's state of the art platform allows for Clients to easily track Administrator, Coach and Parent progress through the curriculum. Our account management teams strategic support allows the Client to measure growth, overcome any individualized or corporate challenges, and ensure the Client continues to move the needle toward positive change. Directly within the curriculum software, there are actual Scripts and Templates that allow the Client to create standards that allow for measurable accountability through all phases of the athletics journey within the Client's environment.

- Real Time Usage Reports
- Ability to Assign Need Based Courses
- Monthly Account Management
- Established Professional Standards through readily available Curriculum, Templates, Scripts, etc.
- Strategic Evaluation System for Administrator, Coach, and Parent

1.1.1.3 Stakeholder Relationship Building, Proactive/Quality Communication & Character Development

ABW believes communication is the pipeline for real change. The ABW Core Model framework for communication creates the pathway for learning to happen at every level of the organization.

- Core Model for One-on-One Communication
- Core Model for Email Communication
- Core Model for Parent Meetings
- Core Model for Staff Meetings
- Core Model for Practice Planning
- Treatment of Officials
- Engaging a disgruntled parent
- "Out of the Box" Training for Coaches to Utilize to Educate and Manage Parent Involvement for the Betterment of the Kids

1.1.1.4 Flexibility of Training Schedule / Multiple Training throughout School Year

The flexibility and ease of use of the ABW Platform puts the Client in the driver's seat. Customization of delivery is available to each individual Client. The state-of-the-art delivery of content makes continuous improvement a reality as the ABW Client has access to the training 24/7 and will receive any new content on time and in real time. There is no waiting for a person to show up to deliver. There is no more single professional development day, we are in the business of continuously developing and Client has constant access to these developments. Also remember, "Repetition is the Key to Learning".

- No Outside Vendor Scheduling Required - real time, all the time
- Continuous Access to Curriculum and Resources not just a Dusty Book on a Shelf
- Ability to assign coursework
- Ease of use in a variety of settings (staff meetings, parent meetings, team meetings)
- Scripted Monthly Coaches Meetings to create a professional learning center at each school

1.1.1.5 Positive/Productive Relationship Building with Students/Staff/Parents

Mismanaged expectations and misaligned leadership amongst Staff, Students and Parents creates a barrier for continuous improvement. ABW has created industry leading online training to educate, inform and align everyone in the Client's organization.

- Innovative Curriculum specifically for Parents to understand their roles usable by coaches & administrators
- Blueprint for Coach to Parent Communication
- Parent Meeting Scripts and Videos
- Coaches Meeting Scripts to Lead Staff
- Coaches Agreement of Behavior
- Parent Agreement of Behavior
- Student Agreement of Behavior
- Coach and Athlete Connection Drills

1.1.1.6 Implementable Individualized Plan with Built-in Accountability

At ABW we recognize that every school, school system and organization has its own unique challenges. Although the ABW product is built to equip administrators, coaches, and parents at a high level, its individualized implementation and accountability structure allows for each Client and the ABW account management team to customize a growth plan that meets the individual needs of the school and individual coaches.

- Personalized location, setup, and management within the ABW software for each school
- Individualized enrollment links and courses for Administrator, Coach, and Parent
- Customized delivery and implementation of product
- Adaptable timeline of curriculum launch for all stakeholders
- Certificates of Completion for Administrator, Coach, and Parent

In conclusion, ABW is truly a "game changing" professional learning center for school systems. ABW is a revolutionary company that provides a full scope of online training for all stakeholders (administrators, coaches, and parents) within the ecosystem while providing the absolute best instruction, tools and resources, and support available in the industry. ABW is much more than a day or two of professional development with incremental, costly follow up strategies. The rest of this proposal will further illustrate how ABW provides the best solution in the industry and will completely exceed the expectations of Client now and in the future.

1.2 Value and Outcomes Delivered to the System

ABW has already described many of its benefits above in more detail, but even more importantly, ABW is becoming the de-facto standard for excellence in administrator and coaching development as well as parent engagement. The ABW team has been revolutionizing coaching development and parent engagement for the past 5+ years and continues to evolve and further the industry on a continuous basis. As Client will understand when it contacts any ABW Clients, the ABW Account Management Team has set a new standard for excellence in support of its products and Client will understand new levels of success of athletic leadership, departmental best practices, communication, and accountability like it has never seen before. The ongoing outcome for Client is creating even greater success by utilizing the most powerful educational curriculum available in the athletics industry.

2 Vendor Profile

2.1 ABW Qualifications and ABW Client Success Team (Instruction, Tools and Resources, and Support) Organizational Structure and Processes

- Heath Eslinger, Co-Founder and ABW Chief Education Officer – 20-year coaching career at both the High School and NCAA Division I Collegiate level as Assistant and Head Coach.
- Eric Phillips, Co-Founder and ABW Chief Operating Officer – 30-years in Education as a Teacher, Assistant Coach, Head Coach, and Athletic Director.
- Danny Sterling, ABW VP of Sales – Over 27 years in athletics from Athletic Trainer to NAIA, NCAA Division II, and NCAA Division I Collegiate Athletic Director.
- Josh Kelley, ABW Director of Creative Team – Over 15-years of experience leading teams and creating diverse video-based education, marketing, and other curriculum in the public and private sector.
- Tyler Clark, ABW Creative Team – Over 10 years of experience directing and producing video content within multiple industries.
- Other Service Personnel Including Account Managers, the ABW Data Team, and the ABW Graphic Design Teams, etc.

Upon contract execution, ABW will assign one of its extremely qualified Accounts Managers to the account and work with Client to drive the project plan and move the implementation forward in a quick manner and help Client through the implementation process. The leadership team will then involve the others from the operations/support staff for respective expertise and as Client timing of completing the implementation with ABW dictates. ABW has successfully implemented many school systems and organizations. ABW is, by far, the most strategic and Client-oriented product in the athletics education industry.

The ABW Client Success Team will be involved on a day-to-day basis with Client from inception of the contract through the entire partnership.

2.1.1 Getting Started with ABW

Since ABW is a hosted product that will meet the needs of its Clients, the implementation approach is much simpler with ABW than other possible solutions that Client may be seeking. After award and contract execution with Client, ABW staff will work with Client's administration to develop a project plan for the rollout of the product. Client may wish to rollout the product on an incremental basis to the individuals and teams or may determine that an iterative rollout makes the most sense depending on Client's needs and availability. ABW will work with Client to make this determination and create a rollout project approach at that time.

After the implementation plan is approved by both parties after contract inception, ABW will work with the administration team at Client to begin the onboarding of the administration, coaches, and families. The ABW team will provide administration with access to their specific location and provide them with administrator links, coaches links, parents links, and parent QR codes to ensure that implementation and onboarding are a success. The goal of ABW is to make the onboarding process simple and effective for the Client administration.

Since ABW provides support on an ongoing basis as described within this proposal, Client will have continual access to ABW support during the term of the contract to address any questions and/or further training needs as they become apparent. As stated earlier in this proposal, ABW values its customers as true partners and will service the needs of Client to facilitate the use of the ABW product on an ongoing basis.

2.1.2 ABW Executive Management and Support

ABW executive management team is closely integrated with the ongoing success of its Clients. The executive team reviews every single request that comes into the ABW Support team on a daily basis. This results in escalations

occurring proactively rather than at the request of a Client. Primary contacts at Client will have direct access to reach out to the ABW executive team at any time. From a systems perspective, the ABW educational system is monitored 24/7 by a team of on-call support personnel, the ABW product and engineering Team, and the ABW executive management team as well.

2.1.3 Client Service Philosophy

The ABW support team follows three key tenets in its never-ending pursuit to provide the absolute greatest user experience and adoption process in the industry:

1) Rapid Response – Providing feedback as immediately as possible on user requests builds a trust relationship to ensure that our users know we are attentive and aware of their needs.
2) Ongoing Support – ABW understands the need for administrators to have support during the process and it's why we are committed to providing ongoing and continued support to our Client rather than a one-day training. ABW is passionate about empowering our Clients and seeing them execute the tools and resources provided to them.
3) Context Sensitive Training – The current landscape of sport is evolving rapidly, and our on-site team and production capabilities allow us to address topics and needs in real time for said Client.

ABW is proud of the level of adoption it has achieved, and in many cases ABW users are able to achieve an immediate level of efficiency and productivity with the product due to the individualized and differentiated training and support.

2.1.4 ABW Support and Management

From a User Support and Training perspective, ABW has a deep process to create success for its Clients that is detailed below. All support is included in the Annual Subscription cost of ABW.

2.1.4.1 Ongoing ABW Training and Support

ABW provides the best product support in the industry, bar none. ABW provides a plethora of different mechanisms to deliver support and training systematically and with human intervention when necessary. If the Client deems it necessary to speak to a person, then the ABW support team is always available by sending an email, making a call to the ABW support line, or conducting online chat directly through the ABW product at any time. ABW utilizes the most sophisticated support ticketing system in any industry and will assign the case to the most appropriate resource on the ABW team based upon the question at hand. By speaking with current ABW Clients, Client will understand the level of customer service and personal attention that only the A Better Way Athletics team can provide along with the best and most thorough product in the industry that brings the entire athletics ecosystem together.

2.2 Client References

A Better Way Athletics works with over 100 Clients across the country to help them transform the manner in which they lead and operate their departments and organizations. ABW will provide references upon request.

EXHIBIT
tabbies
IV A.16
06-29-23
(July BOE Mtg)

TERMS AND CONDITIONS

1. **Scope of Agreement**

1.1. **Purchased Services.** "Purchased Services" means Services that Client or Client's Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial. A Better Way Athletics ("ABW") shall make the Purchased Services available to Client pursuant to this Agreement and the relevant Order Forms during a subscription term. Client agrees that Client's purchases hereunder are neither contingent on the delivery of any future products or services nor dependent on any oral or written public comments made by ABW regarding future products or services.

1.2. **Affiliates.** ABW and Client agree that Affiliates of Client may acquire Purchased Services from ABW by entering into an Order Form with ABW that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2. **Obligations of the Parties**

2.1. **ABW Responsibilities.** ABW shall: (i) provide ABW's basic support for the Purchased Services to Client at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which ABW shall give at least 8 hours notice via the Purchased Services, or (b) any unavailability caused by circumstances beyond ABW's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving ABW employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

2.2. **Users.** "Users" means individuals who are authorized by Client to use the Purchased Services, for whom subscriptions to a Purchased Service have been ordered, and who have been supplied user identifications and passwords by Client (or by ABW at Client's request). Users may include but are not limited to Client employees, consultants, contractors and agents, and third parties such as Client's athletes and their families.

2.3. **Client Responsibilities.** Client shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which Client acquired Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify ABW promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement and applicable laws and government regulations. Client shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2.4. **On-Site Obligations.** Though it is not anticipated that ABW personnel will be working on Client's premises, if ABW personnel are working on Client's premises (a) Client will provide a safe and secure working environment for ABW personnel, and (b) ABW will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which ABW is notified in writing by Client in advance.

3. **Payment**

3.1. **Fees and Expenses.** Client shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. **Overdue Charges.** If any charges are not received from Client by the due date, then at ABW's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) ABW may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 3.4 (Invoices).

3.2. **Suspension of Service and Acceleration.** If any amount owing by Client under this or any other agreement for ABW services is 30 or more days, ABW may, without limiting ABW's other rights and remedies, accelerate Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend ABW's services to Client until such amounts are paid in full. ABW will give Client at least 7 days' prior notice that Client's account is overdue, in accordance with Section 11.1 (Notices), before suspending services to Client.

3.3. **Payment Disputes.** ABW shall not exercise ABW's rights under Section 3.1 (Overdue Charges) or 3.2 (Suspension of Service and Acceleration) if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

3.4. **Travel Expenses.** Client shall pay necessary travel expenses for ABW personnel to travel to client's facilities for training or other support requested by Client. ABW will invoice travel expenses per Client's travel policies and procedures available at the time of travel.

received
06-22-23

3.5. **Invoices**. If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with ABW in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, ABW will invoice Client for the Fees upon ABW's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to ABW's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. ABW reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.6 **Taxes.** All Fees are exclusive of Taxes. Client will pay ABW an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by ABW. "**Taxes**" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of ABW. If Client is required to withhold or deduct any portion of the payments due to ABW, Client will increase the sum payable to ABW by the amount necessary so that ABW receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. Proprietary Rights

4.1. **Marks.** Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any ABW, ABW Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Purchased Services utilizing any ABW or ABW Affiliate trademarks.

4.2. **Client Data.** "Client Data" means all electronic data or information submitted by Client, or on behalf of Client by ABW, to the Purchased Services. Subject to the limited rights granted by Client hereunder, ABW acquires no right, title or interest from Client or Client's licensors under this Agreement in or to Client's Data, including any intellectual property rights therein.

4.3. **Suggestions.** ABW shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Services.

5. Term and Termination

5.1. **Term and Termination of Order Form.** If Client or ABW materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 6 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of ABW, in the event either party terminates an Order Form, Client will pay ABW for all Purchased Services provided up to the effective date of termination.

5.2. **Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6, 7, 8, 9.2, 10, 11.1, 11.5-11.11, and 12 will survive any Termination of this Order Form.

6. **Continuing Business.** Nothing in this Agreement will preclude or limit ABW from providing Purchased Services, materials, or other services for itself or other clients, irrespective of the possible similarity of such Purchased Services, software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 8 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

7. Limitation of Liability and Disclaimer of Damages

7.1. **Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, ABW AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY ABW DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER PURCHASED SERVICES, SOFTWARE, OTHER SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.**

7.2. **Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL ABW OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF ABW OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**

8. Confidentiality

8.1. **Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either ABW or Client ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

8.2. **Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

9. **Representations and Warranties**

9.1. **General Representations and Warranties.** ABW represents and warrants that: (a) the Purchased Services will be delivered in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client..

9.2. **Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE PURCHASED SERVICES ARE PROVIDED BY ABW "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ABW DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PURCHASED SERVICES WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT ABW WILL CORRECT ALL ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 9.1, CLIENT'S EXCLUSIVE REMEDY, AND ABW'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF ABW CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT PURCHASED SERVICES. Client agrees that it is solely responsible for the results obtained from the use of the Purchased Services.**

10. **Governing Law/Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Virginia without giving effect to the conflicts of law provisions or principles thereof to the contrary. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the courts of Richmond, Virginia and the United States District Court for the Eastern District of Virginia, Richmond Division and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

11. **Miscellaneous**

11.1. **Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to ABW includes a copy sent to: A Better Way Athletics, LLC., Attention: Managing Partner, 808 Moorefield Park Drive, Suite 250, Richmond, VA 23236.

11.2. **Assignment.** This Agreement is binding on the parties to this Agreement and nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

11.3. **Independent Contractor.** ABW is an independent contractor and nothing in this Agreement or related to ABW's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and ABW (or any ABW personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. ABW may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) ABW remains responsible to Client for performance of its obligations hereunder.

11.4. **Force Majeure.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

11.5. **Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

11.6. **Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

11.7. **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

11.8. **Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

11.9. **Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Purchased Services, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the Commonwealth of Virginia and of the United States, without regard to any conflict of law provisions. Any claim relating to the provision of the Services by ABW, its Affiliates or their respective personnel will be made against ABW alone.

11.10. **Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

11.11. **Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile, electronic delivery of scanned document, or electronic signature and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

12. **Waiver of Jury Trial** . TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

A Better Way Athletics, LLC
ORDER FORM

10710 Midlothian Turnpike, Suite 300
Richmond, VA 23235
804-718-0543 | www.abetterwayathletics.com

ABETTER WAY ATHLETICS

CONTRACT INFORMATION

Client Information		**A Better Way Athletics Sales Representative:**	
Client Name:	Putnam County Schools ("**Client**" or "**you**")	Salesperson:	Danny Sterling, VP of Sales
Contact Name:	Chris Pierce	Telephone:	804-718-0543
Telephone:	(931) 526-9777	Email:	sales@abetterwayathletics.com
Email:	pierceb2@pcsstn.com		
Order Form Information		**Additional Terms**	
Order Form Reference #	C100145	Payment Terms:	Net 30
Order Form Effective Date:	07/01/2023		
Order Form Expiration Date:	06/30/2026		

PURCHASE SUMMARY

Subscription Services

Item #	Product	Term Start Date	Term End Date	Fee
1	Annual *A Better Way Athletics* ("ABW") Subscription for Client. Annual Subscription includes unlimited access to the ABW Curriculum – Year 1	07/01/2023	06/30/2024	$12,500.00
2	ABW Intial Setup Fee (One Time Fee at Contract Inception)	N/A	N/A	$1,500.00
3	Annual Subscription - Year 2 (Optional)	07/01/2024	06/30/2025	$12,500.00
4	Annual Subscription - Year 3 (Optional)	07/01/2025	06/30/2026	$12,500.00
		Total Year 1		**$14,000.00**
		Total Year 2		**$12,500.00**
		Total Year 3		**$12,500.00**

1. A Better Way Athletics will invoice Client for the Year #1 Subscription Fee and Intitial Setup Fee upon contract inception. A Better Way Athletics will invoice each subsequent year individually for payment at the Term Start Date of each year, i.e. 07/01/2024 and 07/01/2025.

To purchase, please complete the electronic signature process from which this contract was sent or sign below and send a scanned pdf file of this Order Form by e-mail to contracts@abetterwayathletics.com.

Each party has executed this Order Form by its duly authorized representative.

Client

Signature

Kim Cravens
Printed Name

Board Chair
Title

06-29-23
Date

A Better Way Athletics, LLC

Signature

Printed Name

Title

Date

EXHIBIT
tabbies
V A 17.
06-29-23
(July BOE Mtg)

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST

Date: June 21, 2023

Department: Technology

Person Submitting: Johnny Sloan

Account Number (if appropriate) note below

141-71100-722-01607

Check one:

✓ Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval to purchase JAMF Pro MDM device management licenses from Bluum, USA Inc. (formerly TROX), per NCPA contract 01-150 pricing, in the amount not to exceed $29,000.00, to be paid from account number: 141-71100-722-01607.

NOTES:

received
06-27-23

Quote

#279616

06/23/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PO 4462300038
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
09/21/2023	807 Dan Boshers	NCPA # 01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1,500	**Non-Stock Item** JAMF software cloud seat for JAMF pro for MacOS	JAMF	$17.10	$25,650.00

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	$25,650.00
Tax Total	$0.00
Shipping Cost	$0.00
Total	$25,650.00

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

279616

EXHIBIT
tabbies
V A. 18
06-29-23
(July BOE Mtg)

PCSS Board Agenda Request

Date 6/22/23

Department Teaching & Learning

Person Submitting [signature]

Account Number (if appropriate) 71100-471-401 and 142-71300-429-803

Check one:

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider the approval/purchase of Naviance POWERSCHOOL GROUP LLC for the ~~to~~ 2023-2024 school year. $25,000 ~~will~~ be paid out of 71100-471-401 and $10,000 ~~will~~ be paid out of 142-71300-429-803. ~~The rest will be paid at a later date.~~ and $9,495.00 to be paid from 141-72310-599, with the total amount of $44,495.00 with

received
06-22-23 [signature]

PowerSchool
Powering Brighter Futures

Invoice

Date	06/01/2023
Invoice#	**INV351895**
Terms	Net 30
Due Date	07/01/2023
Customer ID	10003968

Bill To
Putnam County School District
1400 E Spring St
Cookeville TN 38506
United States

Ship To
Putnam County School District
1400 E Spring St
Cookeville TN 38506
United States

VAT:

PO#	Quote#	Sales Rep
Q-742519	Q-742519	James Swaney

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
SW-NAV-S-NVPM: Naviance Premium	4,985.688	Students	$0.00	4.69	$23,382.88
SW-NAV-S-NVPMAS: Naviance Premium: Assessment	4,985.688	Students	$0.00	0.00	$0.00
PS-NAV-O-NVPMSD: Naviance Premium Guided Deployment	0.906	Each	$0.00	18700.00	$16,951.34
PS-NAV-O-NVTR: Naviance Training Remote	16.317	Hour	$0.00	255.00	$4,160.78

Subtotal	Tax Total	Total (USD)
$44,495.00	$0.00	$44,495.00
		Amt. Due (USD)
		$44,495.00

Pay Now

Thank you for your business

Remit by Check (US Mail Only):
POWERSCHOOL GROUP LLC
PO BOX 888408
LOS ANGELES, CA 90088-8408

Remit by Check (Courier):
Wells Fargo Lockbox Services
Dept #38408
3440 Walnut Ave, Bldg A, Window H
Fremont, CA 94538

Remit by Wire or ACH:
Wells Fargo Bank, NA
Account Name: PowerSchool Group LLC
ABA Routing No: 121000248
Account No: 4633847017 SWIFT: WFBIUS6S
(Include invoice number in transmission)

Customer Service:
ar@powerschool.com
888-265-7641 (Toll-Free)
916-357-9934 (Fax)

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

EXHIBIT
IV B. 1
06-29-23

Putnam County Board of Education
Bid Tally Sheet

Bid: CTE MONTEREY HIGH SCHOOL GREENHOUSE
Bid Date Opening: JUNE 9, 2023; 10:00 AM
Bid Opened by:
Tally Sheet Compiled by:

VENDOR:	Atlas Greenhouse - Prospect, Inc	Windy Greenhouse Co			
CITY, STATE:	Alapaha, GA	Cincinnati, OH	Richmond, IN.		
Description					
All inclusive cost per specs	$95,035.84	$397,120.00	$222,834.00		

I recommend Atlas Greenhouse. Greenhouse to be funded by Innovative School Model (ISM)

6/14/23

received
06-14-23

EXHIBIT
tabbies
IV B. 2.
06-29-23
(July BOE mtg)

Board Agenda Request
For June 29, 2023 Meeting

Date 06/15/23

Department CTE

Person Submitting Jaclyn Vester

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval for the request to solicit bids for the framing and finishing materials and labor for the CTE structural systems/construction building projects for the 2023-2024 school year at Cookeville High School and Upperman High School to be funded by the each school's VIP (Vocational Improvement Project) account.

received
06-14-23

PUTNAM COUNTY SCHOOL SYSTEM

ENGAGE INSP RE ACHIEVE

NOTICE

The Putnam County Board of Education will receive quotes for the Framing and Finish Materials for the Construction Technology Building Projects for the 2023-2024 school year at the following schools: Cookeville High School and Upperman High School.

To be added as a vendor to receive quote notifications, please contact the, PCSS Career and Technical Education Department Bookkeeper, Sarah Bos, via email at boss@pcsstn.com or (931) 526 - 9777 ext. 1468.

All questions regarding framing and finish materials, should be directed to: CTE Supervisor Jaclyn Vester, Career and Technical Education Supervisor via email: jvester@pcsstn.com or (931) 526-9777 ext. 1448.

Quotes will be awarded as prescribed by law, which states "lowest and best." A Supreme Court ruling states that the discerning of best lies solely on one requesting the quote and not the vendor. The right is also reserved to refuse any and all quotes.

EXHIBIT
tabbies
V B.3.
06-29-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: June 16, 2023

RE: Algood Middle School and Cornerstone Elementary School Gym Floor

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for June 29, 2023, Board meeting.

Request permission to increase the allowance for floor graphics in the Covington Floor bid approved during the June board meeting by $5,000, from $7,000 to $12,000.

Supervisor — Date 6/16/23

Director of Schools — Date

received
06-16-23

covington

Mailing Address:
P. O. Box 19968
Birmingham, Alabama 35219

Shipping Address:
709 1st Avenue North
Birmingham, Alabama 35203

(205) 328-2330
1-800-624-1229
(205) 328-2496 Fax
www.covington.com

June 15, 2023

John Magura
PUTNAM COUNTY SCHOOLS
1400 E SPRING STREET
COOKEVILLE, TN 38506

Re: PUTNAM COUNTY SCHOOLS – Algood Middle School
Bid # B2300420 – Graphic Change Order

Dear John:

We propose the following scope of work for the above referenced project:

Graphics as requested and shown on V2:

Solid Painted Lanes	$1,335.00
2' Border	$1,440.00
Main Court Stain – Light Gray	$2,162.00
3-Point Area Stained – Dark Gray	$1,735.00
Center Logo – "ALGOOD" 32.75' X 12.83' – Two colors	$5,610.00
Lanes Lettering – Two Locations – AMS – Two Colors	$1,818.00
Stain area outside of court up to the bleachers in closed position	$6,860.00
Graphic Allowance	-$3,500.00
Add To Our Contract	**$17,460.00**

Thank you for the opportunity to quote this project.

Please sign below.

_____

Customer Signature Date

Approval to award the Algood Middle and Cornerstone Elementary Gym Floor bid to the sole bidder, Covington Flooring Co. - Birmingham, AL, in the amount of $70,590.00, as submitted on the bid tally sheet.

Attachments: (1)

VB3 AMS & CsES gym flooring bid 5/25/2023 at 11:43 AM

Agenda Request: Algood Middle School/Cornerstone Elementary School Gym Floor refinish.

Since most schools (at least middle and high) like to go above and beyond with their graphics when having their gym floor refinished we decided to include an allowance in the bid for each school and let them spend it however they decided. The allowance included was $3,500.

That amount seemed to be sufficient to replace the graphics that were currently on the floor at Cornerstone and Algood Middle, however, it was not sufficient for them to add graphics that were similar in nature to the newer schools we have built.

We are requesting to increase the allowance for the elementary school to $4,500 and to increase the allowance for the middle school to $7,500.

Algood Middle School
Principal – Mr. Rusty Darley
Assistant Principals
Ashley Browne
Ben Herron

540 Dry Valley Road
Cookeville, TN 38506
931-537-6141

Covington won the bid to refinish and restripe Algood Middle School's floor and was approved at the April 4th PCSS School Board meeting. The request submitted for approval is for extra work to be completed to the floor that was not covered by the bid.

EXHIBIT tabbies V B.4. 06-29-23 (July BOE Mtg)

PCSS Board Agenda Request

Date: June 20, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

_____Backup included

_____Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval of the bid and contract with _____
for the Cookeville High School and Burks Elementary security entry vestibules in the amount of _____ to be paid for from security grant funds

received 06-21-23 BMK

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

CHS & Burks Security Vestibule

2 messages

Magura, John <maguraj@pcsstn.com> Mon, Jun 19, 2023 at 11:19 AM
To: Corby King <kingc11@pcsstn.com>
Cc: Sharon Reid <reids2@pcsstn.com>, Mark McReynolds <mmcreynolds@pcsstn.com>, Debi Paramore <paramored@pcsstn.com>

All,

I may have messed up by not realizing that our Board meeting was June 29th when I said it was okay to bid the security vestibules on that day. First off, do we have a placeholder for the bids at that night's meeting? If not, we need one if possible. We have a pre-bid on June 22nd and I will see if we can move the bid date to the 28th to give us a little more time to review the bids.

Sorry for any inconvenience. If I need to send Sharon a description please let me know. Thanks..

John Magura
Putnam County Schools
Facilities Maintenance Supervisor
240 Raider Drive
Cookeville, TN 38506
(931) 520-6409

Reid, Sharon <reids2@pcsstn.com> Mon, Jun 19, 2023 at 1:36 PM
To: "Magura, John" <maguraj@pcsstn.com>

John,
Send an agenda request now, leaving blanks for the unknown information so when a decision is made that information could be inserted. i.e. awarded bidder, bid amount, and where it will be paid from. Thanks
[Quoted text hidden]
--
Sharon Reid
Ex. Admin. Asst.
Putnam County Schools
931-525-4701
reids2@pcsstn.com

EXHIBIT
tabbies
V B.5
06-29-23
(July BOE Mtg)

DEPARTMENT OF EDUCATION
PUTNAM COUNTY
SCHOOL NUTRITION PROGRAM
3860 Phifer Mountain Road
COOKEVILLE, TN 38506
PHONE: (931) 528-1847
FAX: (931) 520-2022

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

Phone Number of Person Making Request: 931-528-1847 x1214

Account Funding Code (if appropriate): 143-73100
___X___Backup included
_____Backup to follow

The School Nutrition Program recommends the following:

- To award the Delivery Ready to Eat Pizza Bid to, and purchase from, Papa John's Pizza. Bottom-line total of $79,200. To be paid from 143-73100-422.

Jennifer Mitchell, SNP Supervisor JM 6/7/23
Signature of Person Making Request Date

_____
Signature of Director of Schools Date

received
06-21-23

BID RECAP

VENDOR	TOTAL BID
Domino's	$84,000
Papa Johns	$79,200

SIGNATURE: Jennifer Mitchell DATE: 5/26/23

SIGNATURE: Elisha Braxton DATE: 5/26/23

AWARD RECOMMENDATION: Papa Johns

Cookeville Papa Johns
1013 North Washington Avenue
Cookeville, Tennessee 38501

ITEM DESCRIPTION BID FORM - COMPLETED BY	PIZZA SIZE	SERVINGS PER PIZZA	CHILD NUTRITION CREDITING (PROOF REQUIRED)	ESTIMATED USAGE	PER PIZZA PRICE	EXTENDED PRICE
PIZZA, ONE TOPPING, INCLUDING DELIVERY - whole grain rich; reduced fat/sodium compared to regular menu pizza.	LARGE 14 INCH	8	SEE ATTACHED	12,000	6.60 EACH	$79,200 ESTIMATED

COOKEVILLE PAPA JOHNS
1013 NORTH WASHINGTON AVE
COOKEVILLE, TN. 38501

TIM ELDRIDGE

Tim Eldridge

5-21-2023

EXHIBIT
tabbies
V C.1a.
06-29-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Prescott South Elementary

DATE: 8-Jun-23 (July BOEmtg)

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
	Revenue			Increase	Decrease	
				5,500.00		
1	141 R 48990 000 02155 000	MISCELLANEOUS REVENUE				-
						-
		Total Revenue	-	5,500.00		-
	Expenditures					
			Beginning Balance	Decrease	Increase	
2	141 E 72210 189 000 02155	OTHER SALARIES AND WAGES	-		4,727.52	4,727.52
3	141 E 72210 201 000 02155	SOCIAL SECURITY	-		293.11	293.11
4	141 E 72210 204 000 02155	STATE RETIREMENT	-		410.82	410.82
5	141 E 72210 212 000 02155	MEDICARE	-		68.55	68.55
			-			-
						-
		Total Expenditures	-	-	5,500.00	5,500.00
						-
						-
		Total Revenue less Total Expenditures		-	5,500.00	

Explanation: Amend budget for STEM grant received from TTU for Prescott South Elementary

Requested by: _____ Recommended for Approval: _____
Supervisor *Official / Department Head*

Reviewed by: Mark McReynolds
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: _____

Action by County Commission: Approval Non-Approval Date: _____

22-00143

received
06-15-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabbies
IV C.1b
06-29-23
(Judy Bolemt)

Department: Finance

DATE:

Item #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
	Expenditures					
1	141 E 71100 198 000 00000 000	NON-CERTIFIED SUBSTITUTE TEACH	470,000.00		35,000.00	505,000.00
2	141 E 71200 199 000 00000 000	OTHER PER DIEM & FEES	30,000.00		400.00	30,400.00
3	141 E 72220 161 000 00000 000	SECRETARY(S)	54,017.60		400.00	54,417.60
4	141 E 72250 350 000 00000 000	INTERNET CONNECTIVITY	263,000.00		35,000.00	298,000.00
5	141 E 72310 207 000 00000 000	MEDICAL INSURANCE	26,650.11		3,500.00	30,150.11
6	141 E 72710 189 000 00000 000	OTHER SALARIES & WAGES	60,000.00		9,000.00	69,000.00
7	141 E 72620 399 000 00000 000	OTHER CONTRACTED SERVICES	600,000.00		90,000.00	690,000.00
8	141 E 72620 499 000 00000 000	OTHER SUPPLIES AND MATERIALS	606,250.00		170,000.00	776,250.00
9	141 E 71100 207 000 00000 000	MEDICAL INSURANCE	6,033,151.04	82,000.00		5,951,151.04
10	141 E 71100 210 000 00000 000	UNEMPLOYMENT COMPENSATION	64,838.00	50,000.00		14,838.00
11	141 E 72130 322 000 02103 000	EVALUATION AND TESTING	126,900.00	60,000.00		66,900.00
12	141 E 72210 599 000 02103 000	OTHER CHARGES	133,500.00	51,150.00		82,350.00
13	141 E 72710 453 000 00000 000	VEHICLE PARTS	210,000.00	100,150.00		109,850.00
						-
						-
		Total Expenditures	**8,678,306.75**			**8,678,306.75**

Explanation: To amend budget for General Purpose School Fund Year-End-Cleanup (2)

Requested by: _____
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: Mark McRayer
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
06-20-23 SL

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabbies
V.C.1e.
06-29-23

Department: Finance

DATE:

Item #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
	Expenditures					
1	141 E 72210 189 000 01310 000	OTHER SALARIES AND WAGES	7,105.00		1,145.00	8,250.00
2	141 E 72210 201 000 01310 000	SOCIAL SECURITY	440.00		71.54	511.54
3	141 E 72210 204 000 01310 000	STATE RETIREMENT	500.00		1.85	501.85
4	141 E 72210 212 000 01310 000	EMPLOYER MEDICARE LIABILITY	103.00		16.62	119.62
5	141 E 72210 499 000 01310 000	OTHER SUPPLIES AND MATIERIALS	21,852.00	1,235.01		20,616.99
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
		Total Expenditures	**30,000.00**			30,000.00

Explanation: To amend Social and Emotional Learning (SEL) Grant to better expend budget based on program needs.

Requested by: *Supervisor*

Recommended for Approval: *Official / Department Head*

Reviewed by: Mark McRayner *Chief Financial Officer*

22-00149

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
06-20-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabbies
V C.1d.
06-29-23
(July BOE Mtg)

Department: Finance

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue			Increase	Decrease	
1	141 R 43570 000 000 01601 000	RECEIPTS FROM INDIVIDUAL SCHOOLS	80,000.00	31,500.00	-	111,500.00
		Total Revenue	**80,000.00**			**111,500.00**
	Expenditures			Decrease	Increase	
2	141 E 71100 189 000 01601 000	OTHER SALARIES & WAGES	-	-	1,500.00	1,500.00
3	141 E 72210 189 000 01601 000	OTHER SALARIES & WAGES	68,763.97	-	30,000.00	98,763.97
						-
						-
						-
						-
		Total Expenditures	**68,763.97**			**100,263.97**
		Total Revenue less Total Expenditures	**11,236.03**			**11,236.03**

Explanation: To increase the budget for additional funds received from schools for supplemental teacher pay.

Requested by: _____ Recommended for Approval: _____
Supervisor *Official / Department Head*

Reviewed by: _____
Chief Financial Officer

22-00150

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
06-20-23

EXHIBIT
V C.1.e.
06-29-23
(July BOE mtg)

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: LEAPS

DATE: June 29, 2023

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
	Revenue			Increase	Decrease	
						-
		Total Revenue	-	-		-
	Expenditures			Decrease	Increase	
1	141 E 73300 105 000 02003 000	SUPERVISOR/DIRECTOR	65,419.00	2,000.00		63,419.00
2	141 E 73300 116 000 02003 000	TEACHERS	536,992.34		8,964.80	545,957.14
3	141 E 73300 146 000 02003 000	BUS DRIVERS	108,000.00	41,004.00		66,996.00
4	141 E 73300 162 000 02003 000	CLERICAL PERSONNEL	33,474.82			33,474.82
5	141 E 73300 163 000 02003 000	EDUCATIONAL ASSISTANTS	114,000.00			114,000.00
6	141 E 73300 189 000 02003 000	OTHER SALARIES AND WAGES	180,813.60		4,039.20	184,852.80
7	141 E 73300 199 000 02003 000	OTHER PER DIEM & FEES	192.00			192.00
8	141 E 73300 201 000 02003 000	SOCIAL SECURITY	58,000.00		7,000.00	65,000.00
9	141 E 73300 204 000 02003 000	STATE RETIREMENT	68,000.00		17,000.00	85,000.00
10	141 E 73300 206 000 02003 000	LIFE INSURANCE	72.00			72.00
11	141 E 73300 207 000 02003 000	MEDICAL INSURANCE	25,328.00			25,328.00
12	141 E 73300 208 000 02003 000	DENTAL INSURANCE	261.00			261.00
13	141 E 73300 212 000 02003 000	MEDICARE	16,000.00			16,000.00
14	141 E 73300 217 000 02003 000	RETIR HYBRID STABILIZATION	3,000.00			3,000.00
15	141 E 73300 355 000 02003 000	TRAVEL	3,000.00		1,000.00	4,000.00
16	141 E 73300 399 000 02003 000	OTHER CONTRACTED SERVICES	1,100.00			1,100.00
17	141 E 73300 499 000 02003 000	OTHER SUPPLIES & MATERIALS	50,999.00			50,999.00
18	141 E 73300 524 000 02003 000	INSERVICE/STAFF DEV				-
19	141 E 73300 599 000 02003 000	OTHER CHARGES	7,400.00		5,000.00	12,400.00
20	141 E 73300 790 000 02003 000	OTHER EQUIPMENT	-			-
		Total Expenditures	1,272,051.76	43,004.00	43,004.00	1,272,051.76
						-
						-
		Total Revenue less Total Expenditures	1,272,051.76	43,004.00	43,004.00	

Explanation: Amendment Budget for Leaps Extended Program

Requested by: Brenda J. Hughett
Supervisor

Recommended for Approval:

Official / Department Head

22-00151

Reviewed by: Mark McLeod
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval | No Recommendation | Date:

Action by County Commission: Approval | Non-Approval | Date:

received
06-20-23 BY

EXHIBIT
tabbies
IV C.2a
06-29-23
(July BOE Mtg)

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Student Services

May 24, 2023

Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
						Decrease	Increase	
1				REVENUE				-
						Increase	Decrease	
	142	71100-116-		Teachers				-
	142	71100-163-		Assistants				-
	142	71100-189-		Other Salaries and Wages				-
	142	71100-198-		Non-Certified Substitutes				-
	142	71100-201-		Social Security				-
	142	71100-204-		State Retirement				-
	142	71100-206-		Life Insurance				-
	142	71100-207-		Medical Insurance				-
	142	71100-208-		Dental				-
	142	71100-210-		Unemployment Compensation				-
	142	71100-212-		Medicare				-
	142	71100-429-		Instructional Supplies				-
	142	71100-599	701	Other Charges	3,000.00		1,500.00	1,500.00
	142	71100-722-		Instructional Equipment				-
	142	72130-599-	701	Other Charges	0.00	3,500.00		3,500.00
	142	72210-189-		Other Salaries and Wages				-
	142	72210-201-		Social Security				-
	142	72210-204-		State Retirement				-
	142	72210-206-		Life Insurance				-
	142	72210-207-		Medical Insurance				-
	142	72210-208-		Dental				-
	142	72210-210-		Unemployment Compensation				-
	142	72210-212-		Medicare				-
	142	72210-355-		Travel				-
	142	72210-399-		Contracted Services				-
	142	72210-499-		Other Supplies and Materials				-
	142	72210-524-		Professional Development				-
	142	72210-599-		Other Charges				-
	142	72210-790-		Other Equipment				-
	142	72710-355-	701	Travel	2,000.00		2,000.00	0.00
						3,500.00	3,500.00	-

Explanation: This McKinney Vento revenue amendment is required in order to allocate funds accordingly.

22-00144

Requested by: Oscar L Updike
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mary McGregor
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval

received
06-15-23

No Recommendation

Date:

EXHIBIT
tabbies
IV C.2b
06-29-23

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Career & Technical Education - Perkins Grant

~~Date~~: May 23, 2023 (July BOE Mtg)

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	142-99100-504-802	In-Direct Cost	$4,485.30		$460.00	$4,025.30
2	142	142-72130-355C-802	Travel (CTSO)	$36,376.24	$547.21		$36,923.45
3	142	142-71300-730-802	Instructional Equipment	$127,526.57		$7.90	$127,518.67
4	142	142-72130-524-802	Inservice/Staff Development (PD)	$33,389.89		$79.31	$33,310.58
5							$0.00
6							$0.00
7							$0.00
8							$0.00
9							$0.00
10							$0.00
11							$0.00
12							$0.00
13							$0.00
14							$0.00
15							$0.00
16							$0.00
17							$0.00
18							$0.00
19							$0.00
20							$0.00
21							$0.00
22							$0.00
23							$0.00
24							$0.00
25							$0.00
26							$0.00
27							$0.00
			TOTALS:	**$201,778.00**	**$547.21**	**$547.21**	**$201,778.00**

Explanation: Move monies to account for increase CTSO travel for SillsUSA Nationals .

Requested by: 5/23/23
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: ***None Required***

22-00145

Action by County Commission: ***None Required***

received
06-15-23

EXHIBIT
V C.2c
06-29-23

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Career & Technical Education - Perkins Reserve Grant 852 Regional Career Pathways Budget

Date: June 14, 2023 (July BOE Mtg)

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	142-72130-355-852	Travel	$15,000.00		$15,000.00	$0.00
2	142	142-71300-429-852	Instructional Supplies and Materials	$60,000.00		$55,000.00	$5,000.00
3	142	142-71300-499-852	Other Supplies and Materials	$20,000.00		$10,000.00	$10,000.00
4	142	142-71300-730-852	Vocational Instruction Equipment	$55,000.00	$80,000.00		$135,000.00
5							$0.00
6							$0.00
7							$0.00
8							$0.00
9							$0.00
10							$0.00
11							$0.00
12							$0.00
13							$0.00
14							$0.00
15							$0.00
16							$0.00
17							$0.00
18							$0.00
19							$0.00
20							$0.00
21							$0.00
22							$0.00
23							$0.00
24							$0.00
25							$0.00
26							$0.00
27							$0.00
			TOTALS:	**$150,000.00**	**$80,000.00**	**$80,000.00**	**$150,000.00**

Explanation: Move monies to pay bus conversion vendor, travel associated with transporting bus to and from bus conversion vendor and wrapping of the exterior.

Requested by: 6/14/23
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: ***None Required***

Action by County Commission: ***None Required***

22.00146

received
06-15-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

EXHIBIT
tabbies
V C.2.e.
06-29-23
(July BOE Mtg)

MPM

Putnam County Budget Amendment / **Line Item Transfer** Authorization Form

Department: **Federal Programs**

Date: June 29, 2023

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	71100-163-121	Assistants	13,977.00	130.00		14,107.00
2	142	71100-189-121	Other Wages	5,555.00		230.00	5,325.00
3	142	71100-201-121	Social Security	929.00	60.00		989.00
4	142	71100-204-121	Retirement	1,030.00	40.00		1,070.00

Explanation: This Title I Neglected Funds (-121) Line Item Transfer is for year end clean up.

Requested by: Bridget Carmichael
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mark McLeod
Chief Financial Officer

Action by Fiscal Review Committee: ***None Required***

Action by County Commission: ***None Required***

received
06-22-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

EXHIBIT
IV C.2.f
06-29-23
(July BOE mtg)

Putnam County Budget Amendment / **Line Item Transfer** Authorization Form

Department: **Federal Programs**

Date: June 29, 2023

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	71100-163-301	Assistants	41,895.00	4,500.00		46,395.00
2	142	71100-207-301	Medical Insurance	15,000.00		4,500.00	10,500.00

Explanation: This Title III (301) line item transfer is for year end clean up.

Requested by: Budget Cannella
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mark McCargo
Chief Financial Officer

Action by Fiscal Review Committee: ***None Required***

Action by County Commission: ***None Required***

received
06-22-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

EXHIBIT
tabbies
IV C.2g.
06-29-23
(July BOE mtg)

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: **Federal Programs**

Date: June 29 2023

Item #	Fund #	Account #		Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	71100-471	401	Software	60,085.46		960.00	59,125.46
2	142	72210-207	401	Medical Insurance	15,900.00	275.00		16,175.00
3	142	71100-208	401	Dental	160.00	10.00		170.00
4	142	72210-790	401	Other Equipment	35,645.00	675.00		36,320.00
						960.00	960.00	

Explanation: This Title IV -401 amendment is for year end clean up

Requested by: Bridgett Carmack
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mona McLaughlin
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved Not Approved Date:

received
06-22-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabled
VI C2h.
06-29-23

Department: Finance

DATE:

(Tabled to BCC mtg)

Item #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
	Expenditures					
1	142 E 72120 599 701 00000 000	OTHER CHARGES	7,000.00	1.00		6,999.00
2	142 E 72130 599 701 00000 000	OTHER CHARGES	3,500.00	3,499.00		1.00
3	142 E 72210 189 701 00000 000	OTHER SALARIES AND WAGES	47,066.00		3,500.00	50,566.00
						-
						-
						-
						-
						-
						-
						-
		Total Amendment Expenditures	57,566.00			57,566.00

Explanation: Year End Budget Cleanup - TITLE IX MCKINNEY VENTO Grant (701)

Requested by: _____ Recommended for Approval: _____
Supervisor *Official / Department Head*

Reviewed by: _____
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
06-22-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

EXHIBIT
tabbies
V C.2.i
06-29-23
(July BOE mtg)

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: **Federal Programs**

Date: June 29, 2023

Item #	Fund #	Account #		Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	71300-116	933	Teachers	54,125.00	30.00		54,155.00
2	142	71300-201	933	Social Security	3,360.00		40.00	3,320.00
3	142	71300-208	933	Dental	160.00	5.00		165.00
4	142	72130-206	933	Life Insurance	40.00	5.00		45.00
						40.00	40.00	

Explanation: This ESSER 3.0 (933) Budget amendment is for year end clean up

Requested by: Bridgett Cannida
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mrs McCoy
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved Not Approved Date:

received
06-22-23
BR

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

EXHIBIT
tabbies
IV C.2.
06-29-23
(July BOE mtg)

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: **Federal Programs**

Date: June 29, 2023

Item #	Fund #	Account #		Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	71100-116	938	Teahers	67,200.00		11,200.00	56,000.00
2	142	71100-163	938	Assistants	31,000.00	9,000.00		40,000.00
3	142	71100-189	938	Other Wages - Tutors	22,200.00	1,860.00		24,060.00
4	142	71100-429	938	Instructional Supplies	4,006.35	340.00		4,346.35
						11,200.00	11,200.00	

Explanation: This TN All Corps (938) amendment is needed for year end clean up.

Requested by: Bridgett Carmack
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved Not Approved Date:

received
06-22-23

EXHIBIT
tabbies
VC2e-K
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting . Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Please hold a spot for the following 142 Budget Amendments:

VC2e • Title I-A (121) Neglected – "Year End Budget Cleanup"
VC2f • Title III (301) – "Year End Budget Cleanup"
VC2g • Title IV (401) – "Year End Budget Cleanup"
VC2h • Title IX McKinney Vento (701) – "Year End Budget Cleanup"
VC2i • ESSER 3.0 (932) – "Year End Budget Cleanup"
VC2j • TN All Corp (938) – "Year End Budget Cleanup"
VC2K • Epidemiology/Lab Capacity Additional Funds (942) – "Year End Budget Cleanup"

received
06-20-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VC2.K 06-29-23

Department: Finance

DATE:

Item #	Account #	Account Description	Current Approved Amount			Approval Amount (July 30 Emt)
	Expenditures			Decrease	Increase	
1	142 E 72130 123 942 00000 000	GUIDANCE PERSONNEL	52,953.67		2,500.00	55,453.67
2	142 E 72130 201 942 00000 000	SOCIAL SECURITY	3,117.14		100.00	3,217.14
3	142 E 72130 204 942 00000 000	STATE RETIREMENT	4,601.53		200.00	4,801.53
4	142 E 72130 207 942 00000 000	MEDICAL INSURANCE	9,595.20	2,850.00		6,745.20
5	142 E 72130 212 942 00000 000	EMPLOYER MEDICARE LIABILITY	729.08		50.00	779.08
						-
						-
						-
						-
						-
		Total Amendment Expenditures	70,996.62			70,996.62

Explanation: Year End Budget Cleanup - Epidemiology/Lab Capacity Additional Funds Grant (942)

Requested by: _____ Recommended for Approval: _____

Supervisor *Official / Department Head*

Reviewed by: _____

Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received 06-22-23

EXHIBIT
tabbies
IV C.3.a.
06-29-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: FOOD SERVICE

DATE: 15-Jun-23

(July BOE mtg)

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	143 R 43525	ALA CARTE SALES	700,000.00	100,000.00		800,000.00
2	143 R 47112	COMMODITY	452,000.00	31,000.00		483,000.00
3	143 R 47590	CACFP-OTHER STATE	1,709,000.00	25,000.00		1,734,000.00
		Total Revenue	**2,861,000.00**	**156,000.00**	-	**3,017,000.00**
	Expenditures					
				Decrease	**Increase**	
4	143 E 73100 422	FOOD SUPPLIES	3,583,979.70		125,000.00	3,708,979.70
5	143 E 73100 469	COMMODITY	452,000.00		31,000.00	483,000.00
						-
		Total Expenditures	**4,035,979.70**	**156,000.00**	**156,000.00**	**4,191,979.70**
						-
						-
		Total Revenue less Total Expenditures		**156,000.00**	**156,000.00**	-

Explanation: Increase revenue budget for additional Commodities/Ala Carte/CACFP received 22/23SY

Requested by: Jennifer Mitchell
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mari McCoy
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date:

Action by County Commission: Approval — Non-Approval — Date:

received
06-20-23

EXHIBIT
tabbies V C.3.b.
06-29-23
(July BOE Mtg)

Putnam County ***Budget Amendment*** / *Line Item Transfer* Authorization Form

Department: Food Service

DATE: 15-Jun-23

Item #	Account #	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
1	143 E 73100 165	CAFETERIA PERSONNEL	2,503,000.00		67,000.00	2,570,000.00
2	143 E 73100 201	SOCIAL SECURITY	152,000.00		5,000.00	157,000.00
3	143 E 73100 204	RETIREMENT	130,000.00		9,000.00	139,000.00
4	143 E 73100 207	MEDICAL INSURANCE	375,000.00	55,000.00		320,000.00
5	143 E 73100 208	DENTAL INSURANCE	15,000.00	7,000.00		8,000.00
6	143 E 73100 210	UNEMPLOYMENT COMPENSATION	4,000.00	3,000.00		1,000.00
7	143 E 73100 212	EMP MEDICARE LIABILITY	35,000.00		4,000.00	39,000.00
8	143 E 73100 307	COMMUNICATION	15,000.00	5,000.00		10,000.00
9	143 E 73100 336	MAINTENANCE AND REPAIRS	95,000.00	20,000.00		75,000.00
10	143 E 73100 399	OTHER CONTRACTED SERVICES	65,000.00	5,000.00		60,000.00
11	143 E 73100 421	FOOD PREP SUPPLIES	430,000.00	9,000.00		421,000.00
12	143 E 73100 422	FOOD SUPPLIES	3,731,825.31		79,000.00	3,810,825.31
13	143 E 73100 710	FOOD SERVICE EQUIPMENT	236,932.00	60,000.00		176,932.00
						-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
			-			-
		Total	7,787,757.31	164,000.00	164,000.00	7,787,757.31

Explanation: Annual clean up of line items

Requested by: Jennifer Mitchell
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
06-20-23

EXHIBIT
tabbies
V.E.
06-29-23

PUTNAM COUNTY BOARD OF EDUCATION
DISCRETIONARY GRANT REPORT
JULY 2023

Board Action	GRANT TITLE	GRANT AMOUNT REQUESTING	LEA MATCH	GRANT AMOUNT ACCEPTANCE	New, Ongoing, Renewal	LOCATION	APPROVAL TO APPLY	APPROVAL TO ACCEPT	COMMENTS
PERMISSION TO APPLY	MIDDLE TENN./ PROJECT HOMETOWN HELP GRANT	$ 1,500.00			NEW	MHS	6/29/2023		CHRISTINA URIBE APPLYING (July BOEmtg)
PERMISSION TO APPLY	VEC SHARE GRANT	$ 2,990.00			NEW	MHS	6/29/2023		CHRISTINA URIBE APPLYING
TOTALS	Jul-22	$ -		$ 220,000.00					
	Aug-22	$ 210,400.00		$ 1,426,050.00					
	Sep-22	$ 495,800.00		$ 194,711.65					
	Oct-22	$ 4,528,936.00		$ 3,250.00					
	Nov-22	$ 63,100.00		$ 2,598.00					
	Dec-22	$ 60,000.00		$ 1,000.00					
	Jan-23	$ 72,950.00		$ 109,658.00					
	Feb-23	$ 45,550.00		$ 60,500.00					
	Mar-23	$ 2,500.00							
	Apr-23	$ 1,781,900.00		$ 274,333.00					
	May-23	$ 50,000.00		$ 1,005,919.66					
	Jun-23	$ 1,000.00		$ 2,000.00					
	Jul-23	$ 4,490.00							
	TOTAL	$ 7,316,626.00	$ -	$ 3,298,020.31					GRANT REPORT PREPARED BY SHARON BYERS

received
06-20-23

EXHIBIT
tabbies
F. 1
06-29-23
(July BOE Mtg)

PCSS Board Agenda Request

Date: 6-15-23

Department: Data / Testing

Person Submitting: Jason Stickler

Account Number (if appropriate): N / A

Check one:

__X__ Backup included (Data Sharing Consent and Agreement)

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Data Share Request: (Consider approval of): Transmitting PCSS Data to Curriculum Associates for the purpose of participating in a "linking study" (analyzing the correlation between state summative test scores and iReady data).

received
06-15-23 by CR

DATA SHARING CONSENT AND AGREEMENT

This Data Sharing Consent and Agreement (the "Agreement") is entered into effective as of June 8, 2023 (the "Effective Date"), by and between Putnam County Schools (the "District") and Curriculum Associates, LLC ("Curriculum Associates").

WHEREAS, the District desires to participate in a study analyzing the correlation between state summative test scores and i-Ready® data, and analyzing the efficacy of i-Ready to improve current programs, reporting features and/or professional learning offerings (the "Study");

WHEREAS, in order to participate in the Study, District must provide Curriculum Associates with access to certain Data (as defined below); and

WHEREAS, District and Curriculum Associates wish to set forth the terms under which such Data will be provided to and used by Curriculum Associates.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Curriculum Associates hereby agree as follows:

1. District shall provide or has provided Curriculum Associates with the data required for the conduct of the Study, as enumerated in Exhibit A (hereinafter the "Data"). "Data" does not include de-identified data sets created from the Data ("De-identified Data"), which Curriculum Associates may create and use for research and development purposes consistent with educational purposes and in accordance with FERPA and applicable state and local laws and regulations.

2. All Data will be transmitted to Curriculum Associates in a secure, encrypted format in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates acknowledges and agrees that, in accordance with FERPA and all other applicable state and local laws and regulations, Curriculum Associates will use the Data only for the purpose of conducting the Study and for no other purpose. However, Curriculum Associates may create and use De-identified Data for its own research and development purposes in accordance with Section 1 above.

3. The parties hereby agree that Curriculum Associates may share De-identified Data with a third-party researcher approved by Curriculum Associates ("Research Partner") by a secure means as reasonably agreed upon by Curriculum Associates and Research Partner. Curriculum Associates will enter into a written agreement with Research Partner that includes confidentiality and data-security obligations consistent with applicable laws. In addition, aggregated De-identified Data from all participating districts will be shared via correlation brief (or similar report) with other school districts, and District hereby consents to sharing such aggregated data with those other school districts.

4. Curriculum Associates agrees to implement, maintain, and use appropriate administrative, technical, and physical security measures to the full extent required by applicable state laws and FERPA in order to maintain the confidentiality of the Data. Curriculum Associates shall promptly notify District in writing of any unauthorized disclosures of the Data. By sharing this Data with Curriculum Associates, District agrees that it does so in accordance with all applicable laws and regulations.

5. Curriculum Associates shall remove the Data from all of its servers and systems and shall destroy any tangible embodiments of the Data following one (1) year after the completion of the Study. However, Curriculum Associates may retain De-identified Data for five (5) years after completion

of the Study. After that time period, Curriculum Associates will remove the De-identified Data from all of its servers and systems and shall destroy any tangible embodiments of such de-identified data sets. Notwithstanding the foregoing, Curriculum Associates receives certain data through District's use of Curriculum Associates' i-Ready platform (the "i-Ready® Data"), and the disposition of such i-Ready Data and related de-identified data will be managed in accordance with the applicable agreement(s) between the parties and the related data privacy addenda or i-Ready privacy policy, as applicable. Except with respect to the destruction requirements for i-Ready Data, this Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or verbal communications or representations regarding its subject matter. This Agreement may only be amended by a written amendment executed by authorized representatives of each of the parties.

6. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Curriculum Associates, LLC

By: _____

Name: _____

Title: _____

Putnam County Schools

By: _____

Name: _____

Title: _____

Exhibit A

Data

Student Characteristics
i-Ready Student User Number (to match to i-Ready Diagnostic data)
Student Demographic Data
Race
Ethnicity
Gender
Economic Disadvantage Status
Disability Status
EL Status
Student Performance Data
i-Ready Student User Number (to match to i-Ready Diagnostic data)
Chronological Grade in 2022-2023 School Year
TCAP Summative 2022-2023 English Language Arts/Literacy (ELA) Scale Score
TCAP Summative 2022-2023 English Language Arts/Literacy (ELA) Performance Level
TCAP Summative 2022-2023 Mathematics Scale Score
TCAP Summative 2022-2023 Mathematics Performance Level
End-of-Course 2022-2023 Algebra 1 Scale Score
End-of-Course 2022-2023 Algebra 1 Performance Level
i-Ready Data

EXHIBIT
tabbies
IV F.2.
06/29/23

(July BOE Mtg)

DEPARTMENT OF EDUCATION
PUTNAM COUNTY
SCHOOL NUTRITION PROGRAM
3860 Phifer Mountain Road
COOKEVILLE, TN 38506
PHONE: (931) 528-1847
FAX: (931) 520-2022

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

Phone Number of Person Making Request: 931-528-1847 x1214

Account Funding Code (if appropriate)
141 E 73100 199 000 00000

_____ Backup included

_____ Backup to follow

Requesting approval for a $20.00 monthly stipend for personal cell phone usage, per policy, 3.3001, use of cellular phones, for the following School Nutrition Employees:

Ashley Ballard, Stacy Bradford, Donna Shanahan, Lynette Ellis

This stipend will begin July 2023 and will go through June 2024.

Jennifer Mitchell 6/15/2023
Signature of Person Making Request Date

_____
Signature of Director of Schools Date

received
06-15-23 CK

EXHIBIT
tabbies
V F.3.
06/29/23
(July BOE Mtg)

DEPARTMENT OF EDUCATION
PUTNAM COUNTY
SCHOOL NUTRITION PROGRAM
3860 Phifer Mountain Road
COOKEVILLE, TN 38506
PHONE: (931) 528-1847
FAX: (931) 520-2022

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

Phone Number of Person Making Request: 931-528-1847 x1214

Account Funding Code (if appropriate)
143 E 73100 199

__X__ Backup included

_____ Backup to follow

Requesting approval for a $20.00 monthly stipend for personal cell phone usage, per policy, 3.3001, use of cellular phones, for the School Nutrition manager at each school, **see attached list**.

This stipend will begin July 2023 and will go through June 2024.

Jennifer Mitchell 6/15/2023
Signature of Person Making Request Date

_____
Signature of Director of Schools Date

received
06-15-23 by CK

SCHOOL NUTRITION CAFETERIA MANAGER LIST

10 MONTHS
AUGUST 2023 - MAY 2024

SCHOOL	CAFETERIA MANAGER	CODING
Algood Elem School	Elizabeth Miller	143 73100 199 00005
Algood Middle School	Heather Trevathan	143 73100 199 00008
Avery Trace	Mary Light	143 73100 199 00065
Baxter Primary	Rebecca Morgan	143 73100 199 00017
Burks	Jessica Williams	143 73100 199 00025
Cane Creek	Loretta Gentry	143 73100 199 00030
Capshaw	Christina Johnson	143 73100 199 00035
CHS	Farrah Thomsen	143 73100 199 00037
Cornerstone	Leigh Ann Hughes	143 73100 199 00015
Jere Whitson	Eleisha Burton	143 73100 199 00050
MHS	Lynda Roberson	143 73100 199 00055
Northeast Elem	Lisa Broyles	143 73100 199 00057
Park View	Virginia Titsworth	143 73100 199 00060
Prescott Elem 50%/Middle 50%	Bethanie Holmes	143 73100 199 00095/00100
Sycamore	Rebecca Grist	143 73100 199 00070
UHS	Jennifer Haggard	143 73100 199 00090
UMS	Cindy Boles	143 73100 199 00110

EXHIBIT
tabbies
V F.4.
06-29-23
(July BOE mtg)

Board Agenda Request
For 2023 Meeting

Date 6/15/2023

Department Teaching and Learning

Person Submitting Dr. Chris Winningham & Dr. Diana Wood

Diana Wood

Account Number (if appropriate)_____

Check one:

__X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

- Consider the approval of the 2023-2024 School Fees as submitted.

received
06-14-23

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
AES	School Fee	$20.00	Teachers use an unusual amount for laminating instructional materials to provide longevity. The above and beyond amount is used for memory keepers, momentoes throughout the year and projects that teachers send home to parents. Every parent appreciates receiving a piece of art or work that their child has made for them while at school. We want to continue to encourage teachers to do these things for parents by using part of the school fee monies. Glue sticks, sharpies, construction paper, butcher block paper, expo markers, staples, tape and other consumable items are used on a daily basis.	Not required
AES	Technology Fee	$10.00	This money is used to replace headsets. We also want to be able to replace technology such as battery cords, keyboards, etc that get destroyed for lots of different reasons due to student use. This includes Chromebook cords.	Not Required
AES	Chorus Fee	$15.00	T-Shirts	Required-
AES	Beta Club	$25.00	T-Shirts and Registration Fee	Required
AES	FCA	$10.00	T-Shirts	Not Required
AMS	Pep Band Fee	$20.00	Will be used for a pep band t-shirt and to provide food before home ballgames where they will perform.	Required for Band Members
AMS	Requested School Fee	$20.00	PE equipment (basketballs, kickballs, footballs, jump ropes) Music supplies (music books and sheet music, recorders) Science Lab supplies (chemicals, beakers, PH test strips) Student handbooks. Pencil Sharpeners. Replacement bulbs for Promethean boards. Replacement computer chargers and various cords and cables for student and teacher computers. Calculators. Laminating film. Copier costs.	Not Required
AMS	Art Fee	$7.00	Art Supplies (construction paper, colored pencils, chalk, and paint. Clay. Glue.)	Required for Art I. Requested but not required for others.
ATMS	School Fee	$20.00	Copier Lease, Student Planners, Art Supplies, PE Supplies	Not Required
Baxter Primary School - First Grade	Instructional supplies	$15.00	These monies are used for Classroom Supply Fee- art supplies, supplies not brought in by students, construction paper, paint, teacher resources to be used in the classroom	not required
Baxter Primary School - Kindergarten	Instructional supplies	$15.00	These monies are used for Classroom Supply Fee- art supplies, supplies not brought in by students, construction paper, paint, teacher resources to be used in the classroom	not required

EXHIBIT
tabbies
V F. 4
06-29-23
(July BOE Mtg)

received
06-26-23

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
BPS	Encore Fee	$5.00	$1 will given to each class PE, guidance, music, art activities and library - books, playground balls, nets, music for classes, music instruments, books for guidance teacher to use with small groups, etc.	Not required
BPS	Chorus	$20.00	t-shirt (uniform), music, and folders	required
Burks	Chorus	$30.00	Music, concert attire, travel costs	Required:
BURKS	Kindergarten Supply Fee	$15.00	books, science materials, seeds, dirt, butterflies, etc	Not Required
BURKS	1st Grade Supply Fee	$10.00	books, STEM activities	Not Required
BURKS	2nd Grade Supply Fee	$15.00	books, science materials, seeds, dirt, etc	Not Required
BURKS	2nd Grade Trip Fee	$15.00	YMCA swim lessons...pay for the busses	Not Required
BURKS	3rd Grade Supply Fee	$10.00	STEM activities...cups, toothpicks, foil, waxed paper	Not Required
BURKS	4th Grade Supply Fee	$10.00	STEM activities...cups, toothpicks, foil, waxed paper	Not Required
BURKS	5th Grade Science Lab Fee	$10.00	· Disposable plates, cups, spoons, bowls• Elodea (water plant)• Chemicals • Plastic wrap• Fun foam• Food color	Not Required
BURKS	6th Grade Science Lab Fee	$7.00	cotton, leaves, grass, for biomes, cups, plates, droppers	Not Required
CCES	Classroom Instructional Fee	$15.00	classroom expenditures: construction paper, glue sticks, art supplies, crayons, colored pencils, etc.	Not required; requested only
CCES	**Music Fees:**			
CCES	CUB CHANT Chorus	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required
CCES	CubBeat Drumtastic Ensemble	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required
CCES	Cubs On Ukes (Ukulele Ensemble)	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
CCES			Plus cost of instrument ,if applicable	Not required
CCES	Cubs on Axes (Acoustic Guitar Ensemble)	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required
CCES			Suggested one-time purchase of an acoustic (Suggest 3/4 size guitar for better success) (Some Suggested Brands: (Taylor, Martin, Luna, Cordoba, Yamaha, Epiphone, Takamine, Fender & Jasmine) (Cost $100 Plus acoustic guitar)	Not required
CCES	Cubs on Electrics (Electric Guitar Ensemble)	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required
CCES			Suggested one-time purchase of (Suggest 3/4 size electric guitar for better success) (Some Suggested Brands: (Fender Squier Affinity Series, Yamaha Pacifica, Epiphone Player Series, etc…) (Cost $150 + electric guitar, amp, etc..)	Not required
CCES	Cubs on Pans (Steel Drum Ensemble)	$85.00	$25.00 – CCES Music Ensemble Polo Shirt + • $60.00 – Music Supplies Fee	Required
CCES			Required one-time purchase of steel pan drum (Panyard Jumbie Jam Steel Drum for practicing at home ($184.00 OR $224.00)	Required
CCES				
CCES	For Students in multiple ensembles:	$85.00	Students will be required to pay a maximum $60 music supplies fee (no matter how many ensembles they are a member of) + $25 shirt fee TOTAL= $85	Required
CCES				
CCES	Performance Trip to Dollywood	$91.00	(or music performance trip in comparison)	Not required
Cornerstone	Encore Fee	$5.00	To buy supplies and equipment to support P.E./Music/Art/Guidance/Library	Not required to be paid by the student, but may be requested of the student
Cornerstone	Supply Fee	$15.00	To buy supplies needed throughout the year	Not required to be paid by the student, but may be requested of the student
CES	Classroom Instructional Fee	$20.00	science materials for experiments (cotton, clay, construction paper, etc), colored pencils, etc.	Not Required

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
CES	Chorus Fee	$25.00	Music, folders and a T-Shirt	Not Required
CES	Music	$5.00	Recorders for 4th grade students	Not Required
CES	Chorus Uniforms	$60 or $80	$45 for boys / $65 for girls - We do have donated uniforms for those who cannot afford to purchase this	Required for chorus members
CES	Technology Fee	$10.00	Technology needs including: headsets, cords, bulbs, keyboards, or other programming needs.	Not Required
CES	Jump Rope Team	$85.00	Uniform	Required for team members
CES	Cougar Council	$15.00	T-shirt	Not Required
CES	Green Team	$15.00	T-shirt	Not Required
CES	3D Print Club	$15.00	T-shirt	Not Required
CES	Run Club	$15.00	T-shirt	Not Required
CES	FCA	$15.00	T-shirt	Not Required
CES	Festival of Movement	$15.00	T-shirt	Not Required
CHS	Accounting	$25.00	Accounting Workbook	Required
CHS	Activity Fee	$30.00	Id's and ribbon and to to help offset the cost of copies $40k and general exp to school	Not required by student
CHS	AP Exam	$96.00	AP Exam fee	Required
CHS	Art	$35.00	Paint, Clay, drawing pencils,paint brushes,sketch pads,charcoal pencils	Not required by student
CHS	Chorus	$40.00	Music and uniforms	Not required by student
CHS	Cosmetology/Hair	$125.00	Cos kit and hair supplies	Required
CHS	Cosmetology/Nails	$75.00	Nail kit and nail supplies	Required
CHS	Culinary Arts I, II, III	$50.00	Food for cooking labs	Required
CHS	Dance I	$60.00	Costumes, Music, shoes	Required
CHS	Dance II, III, IV	$75.00	Costumes, Music, shoes	Required
CHS	Engineering	$30.00	lab supplies such as; 3-D printer and graphic , etc	Required
CHS	English	$5.00	Books	Not required by student
CHS	Family and Consumer Science	$50.00	for foods labs/hands-on projects in the classroom	Required
CHS	Graduation fee	$50.00	specialized CHS diploma & cover; picnic for Seniors; program printing;H/C Sr Grad ad	Not required by the student. Also subject to change only in a decrease in the fee. Not subject to change for an increase
CHS	IB DP Fees	$150.00	fees including specific TOK - $50	Required

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
CHS	Journalism	$5.00	Books	Required
CHS	Networking Technology	$20.00	computer pieces/network books/software	Required
CHS	Nutrition and Foods	$40.00	Food supplies for cooking	Required
CHS	Parking	$30.00	Repaint parking lot, Repair potholes, print parking decals	Required
CHS	Parking Violation	$20.00	Repaint parking lot, Repair potholes, print parking decals	Required
CHS	Percussion Ensemble - Fall Band	$175.00	Uniform , music, travel for games and competition, equipment & repairs	Required
CHS	Percussion Ensemble - Spring Band	$60.00	Uniform , music, travel for games and competition, equipment & repairs	Required
CHS	Piano	$40.00	Music	Required
CHS	Replacement ID	$5.00	ID ribbon and ink	Required
CHS	Science	$5.00	lab supplies such as; chemicals,animals, scales , etc	Not required by student
CHS	Science/Honors	$10.00	lab supplies such as; chemicals,animals, scales , etc	Not required by student
CHS	Speech	$75.00	Travel and entry fees	Required
CHS	Symphonic Band/Fall	$175.00	Uniform , music, travel for games and competition, equipment & repairs	Required
CHS	Symphonic Band/Spring	$60.00	Uniform , music, travel for games and competition, equipment & repairs	Required
CHS	Theory of Knowledge Class	$50.00	Goes to exam fee	Required
CHS	World Literature	$5.00	Books	Not required by student
JWES	Student Fees	$15.00	Classroom supplies to supplement curriculum	NR
JWES	Grade Level T-Shirts	$8.00	t-shirt for field trips	NR
JWES	Chorus & PE I T-Shirts	$8.00	t-shirt for field trips (Chorus trip and Festival of Movement Shirts)	NR
MHS	Junior High Science	$10.00	Dissecting supplies, etc.	Not Required
MHS	Art I	$15.00	Painting boards, Paint, brushes, clay, clay supplies	Not required
MHS	Art II	$15.00	Painting boards, Paint, brushes, clay, clay supplies	Not required
MHS	Drama	$10.00	Makeup, scripts, set supplies	Not Required
MHS	Nutrition and Foods	$20.00	Food, preparation supplies,	Not required
MHS	Parking	$20.00	tags, paint for parking lot, signage	Required

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
MHS	Science	$10.00	chemicals, dissecting supplies	Not Required
MHS	AP Exam	$95.00	AP Exam fee	Required
Northeast Elementary	School Fees	$20.00	To buy classroom instructional supplies used by all students.	Not required, but we sure like it if they do! :)
Park View	Chorus Fee	$40.00	To buy polo shirts/tee shirts for chorus uniform and sheet music	Required to be in chorus
Park View	Specials Fee	$5.00	Supplies for the 22-23 school year. Music, P.E., Library, Counseling, Computers	Not required
Park View	Student Fee	$20.00	Classroom instructional fee:Food activities to go along with the lessons in Math, Reading, Science pancake mix/syrup, Skittles, M&M's, Popcorn, Foam Boards, and Hot glue sticks. Other activities/supplies, construction paper, cardstock, highlighters, handwriting paper, Tempera paint, string/twine, popsicle sticks, drinking straws, Balloons (cell structure) student rewards, ice cream, popsicles, Aluminum foil, saran wrap, wax paper, plastic cups, Christmas lights for circuit boards	Not required.
Prescott South Middle	School Fee	$20.00	Teacher supplies, classroom supplies, student supplies copier expenses,	Required
PSES	Supplies Fee	$25.00	To purchase necessary supplies for the classroom. (planners, scholastic magazines, copiers, printers, ink, toner, electronics support such as Promethean pens,laminating film, charging cords,headphones, etc.)	Not required-We only ask for this, but all do not pay.
PSES	Encore Fee	$5.00	To support encore supplies- pencils, dry erase supplies, teaching materials, classroom consumables, etc.	Not required-We only ask for this, but all do not pay.
PSES	Chorus (LEAPS)	$25.00	shirt and music costs	Required
PSES	Jump Rope Team (LEAPS)	$15.00	Shirts and personal jump ropes	Required
PSES	Design Club (LEAPS)	$30.00	Shirts and materials for design	Required
SES	Classroom Instructional Fee	$20.00	Instructional supplies for the classroom. Glue sticks, sharpies, construction paper, staples, tape and other consumable items are used on a daily basis.	Not Required

School	Fee	Amount	How is this money used?	Required: All students must pay the fee (Fee Waiver may be applied) Not Required: Not required to be paid by the student, but may be requested of the student
SES	Encore Fee	$5.00	$1 will given to each class PE, guidance, music, art activities and library - books, playground balls, nets, music for classes, music instruments, books for guidance teacher to use with small groups, etc.	Not Required
SES	Dribble Team/Drums Alive	$25.00	Money to purchase team uniforms for selected members only	Required for performances
SES	Sycamore Singers	$20.00	Money to purchase chorus uniforms for selected members only	Required for performances
UHS	Art	$15.00	acrylic and water paint; brushes, oil pastels,	Required
UHS	Intro to Human Studies	$5.00	Cooking Labs	Required
UHS	Nutrition	$20.00	Cooking Labs	Required
UHS	Food/Nutrition	$25.00	Cooking Labs/ eggs, milk, crescent rolls, pancake mix, beef franks, syrup, peanut butter, cake mix, sugar, butter	Required
UHS	Foreign Language	$5.00	mouse pads for Spanish lab and laser mouse units	Required
UHS	Graduation Fee	$30.00	Specialized UHS diploma & cover;picnic for Seniors; program printing	Not required by the student. Also subject to change only in a decrease in the fee. Not subject to change for an increase
UHS	Parking Fee	$30.00	Parking tags / Signs for parking lot/ outside of building/ Maintenance	Required
UHS	Registration Fee	$10.00	Master/ User Keys for Classrooms, computers, tables, chairs, picnic tables	Not Required
UHS	Student Government	$30.00	Cost of joining the national and TN SGA, graduation cords, and a t-sl	Requirend for Student Government only
UMS	School Fee	$20.00	Copier Lease, Student Planners, Art Supplies, PE Supplies	Not Required

EXHIBIT
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06-29-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____X____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Please consider approval to renew the Gov Deals contract for the 2023-24 school year.

received
06-12-23

The Putnam County Board of Education has authorized the sale of surplus equipment by internet auction for fiscal year 2023-2024. The Board intends hereafter to sell unneeded, obsolete, or unfit-for-use property by internet auction. The auctions will be conducted by contract with GovDeals On-Line Auction through www.govdeals.com, and is available for public view and sale.

Please choose one fee option your government would like to use from the Pricing Schedule.

Option A: Client elects to collect all proceeds from the buyer:

☐ Option A1 ☐ Option A2

OR

Option B: Client elects for GovDeals to collect all proceeds from the buyer:

☐ Option B1 ☐ Option B2 ☐ Option B3 ☒ Option B4

Client Name: Putnam County Board

Contact Name: Pam Newberry

Phone Number: 931-528-8178 Email: newberryp@k12tn.net

GovDeals

Financial Settlement Services (FSS) Addendum

This Addendum is between GovDeals, Inc. (GovDeals), having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama 36117, and
(Client) having its principal place of business at Putnam County BOE, 1400 E. Spring St. Cookeville, TN 38506

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

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GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000, which will protect the Client against any loss of funds.

Putnam County Board of Education

Cookeville, State

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale "**AS IS, WHERE IS.**" **Putnam County Board of Education (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **Putnam County Board of Education** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. See special instructions on each auction page for inspection details.

Consideration of Bid. Putnam County Board of Education reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard

- American Express
- Discover

PayPal and Credit Card purchases are limited to below $5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than $4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Putnam County Board of Education** assume responsibility for packing, loading or shipping. See special instructions on each auction page for removal details. A daily storage fee of $10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Putnam County Board of Education** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of **Putnam County Board of Education** may bid on the property listed for auction, so long as they do NOT bid while on duty.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:
If client elects FSS, this section must be completed .

Accounting Contact:
(Person to receive checks and invoices) _____
Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)
If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: Putnam County Board of Education
Client's Legal Name

Mail check to: 1400 East Spring Street
Street Address / P.O. Box Number

Cookeville, TN 38506
City, State and Zip Code

Approved for GovDeals:
President 2/11/2013
Title Date

Approved for Client:
Chairman of the Board 2/7/13
Title Date

☐ **Please check here only if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.**

CONTRACTOR'S COPY

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and the Putnam County Board of Education ("Client"), having its principal place of business at 1400 E. Spring Street, Cookeville, Tennessee 38506.

1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.

2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:

2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:

- Accept descriptive information concerning an asset including unlimited photos
- Allow different auction phases based upon dates and times
- Allow Client to set minimum starting prices, bid increments and reserves

2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:

- Familiarization with the nature and operation of CAS
- Guidance in the posting of assets and provide ongoing support
- Procedures for taking and posting pictures of assets
- Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet

2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.

2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.

- Work with Client to identify items that may benefit from marketing attention.
- Provide documented proof of all marketing efforts made on behalf of Client.
- Assist in determining values and starting prices for unique and high dollar assets.

3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).

4.0 **Payment:**

4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.

5.0 **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.

6.0 **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.

7.0 **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Tennessee.

8.0 **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Signature: Robert L. DeBardelaben

Print Name: Robert L. DeBardelaben

Title: President

Date: 11/5/2012

Client: Putnam County Board of Education

Signature: Janet Moore

Print Name: Janet Moore

Title: Board Chair

Date: 11/1/12

Memo of Understanding Contact:

Attention: Sales Support
5907 Carmichael Place
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salessupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- ☐ Option A1 (7.5% Seller- 0% Buyer)
- ☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- ☐ Option B1 (7.5% Seller- 5% Buyer)
- ☐ Option B2 (5% Seller- 7.5% Buyer)
- ☐ Option B3 (2.5% Seller- 10% Buyer)
- ☐ Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT
tabbies
IV F.6.
06-29-23
(July BOE Mtg)

Board Agenda Request

Date: June 15, 2023

Department: Teaching and Learning (Data and Testing)

Person Submitting: Jason Stickler

Account Number (if appropriate): _____

Check one:

___X_ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Renewal of services with Public Consulting Group (PCG): Per TN State Contract# 33101-2207433136FAF5. To be paid from 142.72210.399401 _____in the amount of $45,000.00 - Boston, MA

received
06-14-23

PUBLIC CONSULTING GROUP LLC
EDPLAN™ LICENSE AND RELATED SERVICES AGREEMENT

This LICENSE AND RELATED SERVICES AGREEMENT, including all exhibits hereto (collectively the "Agreement"), is entered by and between Public Consulting Group LLC ("PCG"), and Putnam County Board of Education ("School System"), as of July 1, 2023 ("Effective Date").

WHEREAS, PCG entered into Contract No. 33101-2207433136FAF5 with the Tennessee Department of Education (TDOE) as of January 17, 2023, to provide a Tennessee Data Management and Monitoring System for Individualized Learning ("TDOE Contract"), into which School System has opted; and

WHEREAS, School System desires to receive services in addition to those offered in the TDOE Contract, associated with PCG's Internet-based education case management, document creation and supporting analytics software (EDPlan™); and

WHEREAS, School System may wish to engage PCG to provide other goods and services to support the continued improvement in special education policy, operations, services, and instructional delivery;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. "Confidential Information" means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including but not limited to: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not subject to patent or copyright), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by School System, a School System employee or agent, or a party acting on School System's behalf, which is directly related to an identified student. "Confidential Information" also specifically includes the EDPlan Service, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or School System provided that PCG shall be permitted to disclose education records to any subcontractor or vendor which is bound by confidentiality and data security requirements for the exclusive purpose of supporting the provision of services under this Agreement. Notwithstanding the foregoing, however, "Confidential Information" does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality

prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. "Documentation" means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the EDPlan Service.

1.3. "EDPlan Service" means: (i) the Internet-based functionality and EDPlan modules identified in this Agreement; (ii) all products and services related to such services within this scope of work, including but not limited to Playbook; (iii) all PCG initiated Releases, Updates, and Upgrades applicable to the foregoing and offered to School System by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. "Intellectual Property Rights" means patent rights, copyrights, trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which PCG may market or license the EDPlan Service.

1.5. "New Releases" means any new revision of EDPlan Service that includes significant enhancements which add new features to the EDPlan Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.6. "Permitted Use" means use of the EDPlan Service by employees, contractors, and others affiliated with or authorized by School System only for School System's internal education-related purposes.

1.7. "School System User" means any employee, contractor, and other authorized user of the "School System" who will be granted access to the EDPlan Service.

1.8. "Term" means collectively and individually the Initial Term and Renewal Terms as defined by Section 2.

1.9. "Trademarks" means all trademarks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trades names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. "Updates" means any new revisions and/or modifications made to the EDPlan Service and/or Documentation in order to correct operational errors.

1.11. "Upgrades" means any new revision of the EDPlan Service that includes corrections and minor modifications to existing features and which generally will be designated

by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

2. **TERM.** The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall end on June 30, 2026. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a "Renewal Term"), unless either party notifies the other in writing at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

3. **EDPLAN™ SERVICE**. Subject to the terms and conditions of this Agreement, including School System's performance of its obligations hereunder, PCG shall provide the EDPlan Service (including application and related supporting services) to School System, as more fully described below and in Exhibit A. PCG shall provide those services listed in Exhibit A (i) that School System affirmatively selects in Exhibit A, (ii) by way of an amendment to the Agreement, or (iii) through a purchase order or other document executed by both parties where School System expresses its affirmative choice of services in writing.

3.1. Grant of License for EDPlan Service. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the Term only, to access via the Internet and use the EDPlan Service to the extent reasonably necessary in performing related school business functions.

3.2. Grant of License for Documentation. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only to (i) incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for School System with respect to the EDPlan Service; and (ii) reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of School System's Documentation for the EDPlan Service, and, if such School System's Documentation is in an on-line format, allow School System Users to make print copies of the same.

3.3. Restrictions on License Grant. Unless expressly authorized by this Agreement or in writing by PCG:

3.3.1. School System shall not use or grant to any person or entity other than authorized School System Users the right to use the EDPlan Service, which users shall be subject to the terms set forth herein. School System shall not distribute, market, or sublicense the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.2. School System shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the EDPlan Service and related Documentation are placed on all copies of written materials distributed by School System relating thereto. Examples of such documentation include training materials and manuals.

School System shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.3. School System shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of School System or an authorized School System User, and shall not permit any School System User or third party to do so.

3.3.4. School System shall not transfer, rent, or permit access to the EDPlan Service to any third party, and shall not permit any School System User or third party to do so.

3.3.5. School System shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EDPlan Service or any portion thereof, and shall not permit any School System User or third party to do so.

3.3.6. School System shall not circumvent any security protection within the EDPlan Service, and shall not permit any School System User or third party (e.g. other vendors or consultants) to do so.

3.4. Reservation of Rights. Subject to the license rights granted to School System by this Section, all right, title, and interest in and to the EDPlan Service, including the Intellectual Property Rights and technology inherent in EDPlan Service, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EDPlan Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to School System any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the EDPlan Service or PCG's Trademarks. Except as expressly authorized by this Agreement, School System shall not use, display, copy, distribute, modify, or sublicense the EDPlan Service. PCG reserves all rights not expressly granted to School System by this Agreement.

4. ACCESS TO EDPLAN. PCG will provide access to the EDPlan web-based application to School System. PCG does not provide the Internet connectivity to School System, and obtaining and maintaining such connectivity will be the sole responsibility of School System.

5. SUPPORT. PCG will make available qualified personnel to School System during the Term to provide technical support, and does not include the provision of guidance or recommendations related to district policy, operations, instruction, or data analysis. Such personnel will be skilled in the functioning and application of the EDPlan Service to answer questions and provide support. PCG agrees to provide consulting services support to School System for unique projects on an as-available basis, upon School System's request and subject to agreed-upon additional compensation, which will be memorialized in writing and incorporated into and subject to the terms and conditions of this Agreement.

6. **TRAINING**. PCG will provide training resources (webinars, documentation) for the School System to assign to all appropriate School System staff identified by School System as a School System User. Additional trainings of School System staff as requested by an authorized representative of School System may be contracted at a cost described in Exhibit A of this Agreement.

7. **COMPENSATION**. In consideration of the licenses and services granted by PCG to School System under this Agreement, School System shall pay PCG the fees as described in Exhibit B and shall be due and payable to PCG according to the schedule set forth in Exhibit B. After the first contract year of this Agreement, PCG will have the unilateral right to increase the Annual Fee for each subsequent contract year for ongoing maintenance and support, by no more than 5%. In the event that this Agreement is terminated for any reason prior to the expiration of the then-current Term, any prepaid fees shall be non-refundable. In the event that an EDPlan Service module or feature that School System has requested, through the means set forth in Section 3, is not activated or made available for use by School System, exclusively due to the acts or omissions by School System, PCG shall invoice and School System shall pay PCG for all costs and expenses (including internal development staff resources) incurred in preparing, developing, customizing, or otherwise implementing such EDPlan Service module or feature, provided that such amount will not exceed the Annual Fee as set forth in Exhibit B for such module or feature. School System shall pay PCG interest at the annual rate of 10% on all fee amounts that are not paid within thirty (30) days of the due date, calculated from the due date to the date that payment is received, unless applicable law prohibits the payment of interest or requires a lower percentage amount, in which case such lower percentage amount shall apply. PCG reserves the right to suspend access, with no less than ten (10) days' notice, until payment of any fees that are due and payable are remitted.

8. **WARRANTIES.**

8.1. Limited Warranty. PCG represents and warrants that it has the right to license the EDPlan Service as specified by this Agreement, and that the use of the EDPlan Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Under no circumstances will PCG be responsible for School System's hardware, software, browsers, or Internet connections that provide access to the EDPlan Service. PCG shall use reasonable efforts to maintain the EDPlan Service and to correct any problems that may arise with the use of the EDPlan Service. PCG's scheduled or emergency maintenance of the EDPlan Service, the scheduled maintenance of PCG's Internet provider, or any force majeure event, shall not be deemed a failure to provide the EDPlan Service.

8.2. No Warranty as to Accuracy of Translations. The EDPlan Service may utilize translation software powered by Google Translate to improve accessibility. These translations are provided "as is." PCG and Google disclaim all warranties related to the translations, expressed or implied, including any warranties of accuracy, completeness, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and noninfringement. For any issues with Google Translate, School System is advised to visit http://translate.google.com/support/.

8.3. DISCLAIMER. PCG specifically disclaims any other warranties, whether written or oral, expressed or implied, with respect to the EDPlan products or related services provided by PCG under this Agreement, including any implied warranties or merchantability or fitness for a particular purpose.

9. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION

9.1. Ownership. School System acknowledges that PCG owns the EDPlan Service, that the EDPlan Service is not generally published, and that the EDPlan Service embodies the Confidential Information of PCG. All right, title, and interest in and to the EDPlan Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the EDPlan Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that School System owns all of the data inputted by each School System User for purposes of creating an Individualized Education Plan and any and all reports produced as a result of using the EDPlan Service during the Agreement term. School System acknowledges that PCG shall have the right to aggregate any data input by School System or School System Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or School System.

9.2. Confidentiality Obligations. Subject to any applicable public records law, each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees, subcontractors, and contractors with a need to know and who have agreed in writing to confidentiality and data security obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

9.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

9.4. School System Duties. School System will take reasonable steps to protect the EDPlan Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which School System becomes aware. School System shall be responsible for the quality, integrity, and accuracy of all data

entered and used in connection with the EDPlan Service, including all deletions of such data by School System Users. School System is responsible for establishing and enforcing any School System policies related to data security, information management, account management of School System users, and the proper handling of data extracted, reported, or otherwise removed by the system by School System personnel.

9.5. PCG Duties. PCG will take reasonable steps to protect the data that School System enters as part of its use of the EDPlan Service. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that School System data is the property of School System. Upon the termination or expiration of this Agreement and for a limited period of no more than thirty (30) days, or at School System's request, PCG will provide access to all data to School System. A fee will apply if School System requests PCG to download and transmit the data to School System. Notwithstanding anything to the contrary, PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

9.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the EDPlan Service.

9.7 Legal Obligation. Nothing in this Agreement prohibits the party from disclosing Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and only if the party gives immediate notice of such order to the other party in order that it may seek a protective order or take other action to protect the information that was ordered to be disclosed.

9.8 Termination Conditions. Upon termination or expiration of this Agreement, each party shall cease use of Confidential Information received from the other party. At the request of the disclosing party, the receiving party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish a written certification of such destruction within thirty (30) days of such request. If destruction is not practicable, because the Confidential Information lies on disaster recovery systems or backup tapes, the receiving party shall so notify the disclosing party and shall keep such information secure and confidential in perpetuity. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the parties with respect to the protection of Confidential Information set forth in this Section.

10. PRODUCT MARKING. School System acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by School System use of the EDPlan Service with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG. School System shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the

EDPlan Service, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of School System's knowledge of such infringements or acts. School System is also prohibited from altering, modifying, or creating any derivative trades names, service marks, and logos concerning EDPlan without the express written consent of PCG.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1. School System Indemnification Obligations. School System shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of School System or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with School System's misuse of the EDPlan Service, unauthorized modification of EDPlan Service, or unauthorized combination of the EDPlan Service with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies School System, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides School System with reasonable assistance for the defense of the suit, claim, or proceeding. School System will have sole control of the defense of any claim and all negotiations for settlement or compromise. The data entered or uploaded by School System into EDPlan Service is processed by PCG on an 'as is' basis. School System warrants that such data entered into the EDPlan Service is accurate and complete and that School System has appropriate records to substantiate such data. School System agrees that PCG will not be liable for any losses, damages, or third party claims associated with any PCG act that is as a result of inaccurate or incorrect data entered or uploaded by School System into the EDPlan Service. School System agrees to defend, indemnify, and hold PCG harmless against any losses suffered by PCG as the result of any inaccuracies in the data entered or uploaded by School System into the EDPlan Service.

11.2. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RESULTING FROM OR RELATING TO THE AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID OR PAYABLE BY SCHOOL SYSTEM TO PCG, FOR THE SERVICE OR MODULE FROM WHICH THE LIABILITY AROSES, DURING THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR (a) BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS, (b) INFRINGEMENT OF PRODUCT MARKING, (c) INDEMNIFICATION, OR (d) FRAUD OR MISREPRESENTATION.

12. TERMINATION. Notwithstanding the provisions of Section 2, either party may terminate this Agreement for cause on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

12.1. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, and subject to Section 9.5 above: (i) all licenses granted to School System by PCG will terminate; and (ii) all School System User access to the EDPlan Service will terminate. PCG will destroy or return to School System, at the option of School System, all copies of School System data entered into the EDPlan Service. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

12.2. No Damages for Termination or Expiration. Neither party will be liable to the other for damages of any kind, incidental or consequential damages, or lost profits, on account of the termination or expiration of this agreement in accordance with its terms. Each party waives any right it may have to receive any compensation or reparations on termination or expiration of this agreement, other than as expressly provided in this agreement. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

13. ADDITIONAL SERVICES. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

14. PROCUREMENT. School System is solely responsible for its compliance with applicable procurement laws and regulations. To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Agreement, and School System assumes no authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

15. WAIVER AND NONEXCLUSIVE REMEDY. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

16. COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

17. ADDITIONAL TERMS

17.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment. Notwithstanding anything to the contrary, a party may assign this Agreement to any affiliate, parent organization, or subsidiary upon written notice to the other party.

17.2. Governing Law, Jurisdiction, and Venue. This Agreement, and all other aspects of the business relationship between the parties, is to be construed, interpreted, and enforced under and in accordance with the laws of the State of Tennessee, without regard to choice of law provisions. The parties consent to personal jurisdiction in its courts, and agree that the state and federal courts of Nashville, Tennessee shall have exclusive jurisdiction over the enforcement of this Agreement and that venue is appropriate.

17.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

17.4. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. For the sake of clarity, notwithstanding a force majeure event, including a school closure, all prepaid fees are nonrefundable.

17.5. Notice. Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the Party for whom intended, e-mailed with an acknowledgment of receipt, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as contact persons unless replaced by a party by written notice to the other party:

For Public Consulting Group LLC:
Attn: Legal Department
Public Consulting Group LLC
148 State Street
Boston, MA 02109
E-Mail: mkmetz@pcgus.com

For Putnam County Board of Education:
Attn:_____
_____
_____
_____
E-Mail:_____
Phone: _____

17.6. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

17.7. Entire Agreement. This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties. For the sake of clarity, the parties agree that any service that PCG provides School System pursuant to the TDOE Contract shall be governed exclusively by the TDOE Contract and not the terms and conditions set forth in this Agreement. The terms and conditions of this Agreement shall only govern any services PCG provides to School System, either currently or prospectively, that are in addition to those services provided under the TDOE Contract. Notwithstanding anything to the contrary in this Agreement, in the event that the TDOE Contract expires or is terminated, PCG and School System agree to expeditiously negotiate in good faith an amendment to this Agreement that sets forth the terms and conditions, including compensation, for PCG to directly provide School System all the services PCG had been providing under the TDOE Contract; otherwise, this Agreement will concurrently expire upon the expiration or termination of the TDOE Contract.

17.8. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

17.9. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

17.10. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

17.11. Interpretation. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

17.12 Amendment. This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PUBLIC CONSULTING GROUP LLC

Alicia Stewart

By: _____
Signature

Alicia Stewart
Printed Name

Manager
Title

June 12, 1023
Date

PUTNAM COUNTY BOARD OF EDUCATION

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT A
EDPlan Scope of Work

Exhibit A details the EDPlan modules, features, and service levels available to School System under this Agreement. School System selections to be delivered under this Agreement are marked with an X.

School System agrees to accept solution(s) as is, without further customization or technical development. Additional system customizations beyond scheduled new releases and planned system upgrades may be provided upon agreement by PCG and School System for an additional fee. For new implementation of any module, PCG will hold a kickoff meeting with the designated contract manager and additional School System staff to review district procedures and discuss implementation and configuration options that are available to School System.

Subject to the terms and conditions of this Agreement, PCG will provide the following Services:

EDPlan Add-On Module Licensing

☒ **EDPlan Identify and Intervene**

PCG's Early Warning and Intervention Management solution helps school School Systems identify students who may be at risk of academic failure or dropping out of school, create and manage targeted intervention plans to address learning loss among students, and monitor the effectiveness of evidence-based activities.

- Includes pre-configured documents to support parent, staff, and other communication needs, configured to reflect School System's name, address, and contact information and standard existing reports and file extracts.
- During the first year of implementation, PCG will provide one (1) group training session for up to twenty-five (25) system users in a "train the trainer" model.
- Additional training sessions can be requested for an additional cost.

☐ **EDPlan Health Module.** PCG's web-based, service documentation site and health management system collects pertinent health information and encounters for a student and includes documentation templates and reporting options for monitoring illnesses.

- *Health Documents.* School System agrees to use the uniform set of module-specific documents provided with this solution. These documents shall include, but are not limited to:
  - Individual Health Plan (IHP)
  - Emergency Action Plan (EAP)
  - Office Visit Letter

Additional documents may be requested by School System to accommodate local policies and procedures, at an additional cost. Module documents utilize information in the designated School System database.

- *Health Alerts.* Standard alerts included with the Health module include:
  - Non-compliant Immunization Status
  - Low Medication Inventory Alerts

- *Health Reports.* Standard reports included with the Health module include:
  - Health Alert Report
  - Medication Inventory Report
  - Scheduled/PRN Nursing & Medications Report
  - Screenings Report
  - Non-Compliant Immunizations Report
  - Nursing Clinical Service Notes Report (pdf)
  - Nursing Service Log Report (xls)

☐ **EDPlan Gifted Module.** PCG's web-based, process-driven solution assists administrators and instructional personnel manage and develop Differentiated Education Plans (DEP).

- *Gifted Documents.* School System agrees to use the uniform set of module-specific documents provided with this solution. These documents shall include, but are not limited to:
  - Differentiated Education Plan
  - Contact Log
  - AIG Progress Report

  Additional documents may be requested by School System to accommodate local policies and procedures, at an additional cost. Module documents utilize information in the designated School System database.

EDPlan Add-On Module Service Levels – User Support and Training

EDPlan was designed to be intuitive and to facilitate ease of use. User support is limited to specific functionality and system features that are included in this Agreement. School system may choose from the following user support and training options for options selected in the EDPlan Module Licensing section.

☒ **Standard User Support**

- To support implementation in Year 1 of the Agreement, PCG will provide School System one (1) virtual training session for up to 30 users.
- School System shall have access to:
  - Virtual training webinars
  - Module newsletters
  - New system releases and user manual (PDF)
  - Access to on-demand training videos
- PCG support provided through PCG-moderated Help Desk (Zendesk).

☐ **Premium User Support**

- To support implementation in Year 1 of the Agreement, PCG will provide School System up to four (4) virtual or on-site training sessions for up to 30 users. In subsequent years of the Agreement, PCG will provide School System with up to two (2) virtual or on-site training sessions per year.
- School System shall have access to:
  - Virtual training webinars
  - Module newsletters
  - New system releases and user manual (PDF)
  - Access to on-demand training videos
- PCG support provided through PCG-moderated Help Desk (Zendesk).
- Dedicated PCG Program Manager, with direct email and phone support for one designated School System user per add-on module.
- Quarterly virtual or on-site Status Update Meetings with PCG Program Manager.

Additional EDPlan Features

These additional EDPlan features can be added to support School System needs. Applicable user support and training is defined within each option.

☒**EDPlan PaperClip.** PCG's PaperClip provides electronic storage of documents to allow direct access to signed documents within the system, maintaining compliance while decreasing the need for paper document storage.

- Includes additional storage of 3 GB per year.
- No additional user support or training provided.

☐**EDPlan FBA/BIP.** EDPlan FBA/BIP provides schools with an integrated tool to document Functional Behavior Assessments and Behavior Intervention Plans for all students.

- *Documents.* System documents include:
  - Functional Behavior Assessment (FBA)
  - Behavior Intervention Plan (BIP)
- User guide provided.

Supplemental Services

☐ **IEP Support Package.** PCG will provide additional support to School System via submission of tickets by authorized users to the PCG Help Desk for tracking of project issues, change requests, and general questions. PCG will make available qualified personnel to School System during the Term to provide technical and functional support to School System. Such personnel will be skilled in the functioning and application of the purchased service sufficient to answer questions and provide support.

Annual fees include:

- For one (1) designated School System contact, phone and email support from a dedicated PCG representative;
- Up to four (4) PCG-led on-site or virtual trainings for up to thirty (30) administrative and school staff;
- Quarterly on-site or virtual status meetings with dedicated PCG representative(s) for key stakeholders and project team;
- Advanced Reporting support to include up to 10 hours of report-building assistance per year (including new report requests and support with existing reports);

☐ **MTSS Support Package.** PCG will provide additional support to the School System via submission of tickets by authorized users to the PCG Help Desk for tracking of project issues, change requests, and general questions. PCG will make available qualified personnel to School System during the Term to provide technical and functional support to School System. Such personnel will be skilled in the functioning and application of the purchased service sufficient to answer questions and provide support.

Annual fees include:

- For one (1) designated School System contact, phone and email support from a dedicated PCG representative;
- Up to four (4) PCG-led on-site or virtual trainings for up to thirty (30) administrative and school staff;
- Quarterly on-site or virtual status meetings with dedicated PCG representative(s) for key stakeholders and project team;
- Advanced Reporting support to include up to 10 hours of report-building assistance per year (including new report requests and support with existing reports);

System Overview and School System Responsibilities

EDPlan is a web-based application. School System is not required to purchase or install any software on its computers except an Internet browser and Adobe Reader (each is available from the vendor).

PCG provides all hardware and software necessary for the operation of EDPlan. PCG provides all technology engineering services required to operate EDPlan. PCG provides all operational services needed for the appropriate functioning of EDPlan including but not limited to: Database software administration, database backup and recovery, system account management, system security, computer and network equipment maintenance, server software maintenance, application software maintenance. PCG provides all datacenter hosting services as required for the appropriate functioning of EDPlan including the provisioning of internet bandwidth as needed to make EDPlan appropriately accessible via the internet.

School System Responsibilities

School System is responsible for timely provision of the following:

1. Connection to the Internet for its Users
2. Computer hardware for its Users
3. Browser software and browser software configuration
4. Installation and configuration of the Adobe Acrobat Reader
5. System start up information as detailed in the "System Start–Up" Section below
6. Additional school data after Start-Up, as may be required by PCG
7. Access to Special Education management staff
8. Designation of a consistent contract manager who will serve for the duration of the contract term.
9. Sites for all scheduled trainings with an appropriately configured computer for each trainee and one additional computer for the trainer

System Startup

System Startup is the process by which a School System's service is established. The goal of System Startup is to import required information as much as possible into the module so that School System need not perform excessive manual data entry.

Where applicable, PCG has developed a standard set of import stubs for the data elements required by EDPlan Student Success Services. The main categories of data imports include module-specific information.

Often these data may be exported from existing database(s) or spreadsheets. It is the responsibility of School System to populate the database(s) and spreadsheets.

School System shall designate project manager(s) to coordinate internal School System activities of the project implementation and ongoing project maintenance and support. This project manager(s) will also serve as the primary contact person for PCG for greater efficiency across solutions.

EXHIBIT B
PRICING TERMS

Subject to the terms and conditions of this Agreement, School System shall pay PCG the following amounts:

Service Name	July 1, 2023 – June 30, 2024
EDPlan Identify and Intervene Modules and PaperClip feature	$45,000.00

A. Fees

For the Initial Term of the Agreement, School System shall pay an Annual Fee of $45,000.00.

For each Renewal Term of the Agreement, School System shall pay an Annual Fee equal to 103% of the amount of the Annual Fee for the previous Renewal Term.

B. Additional Fees

The parties will negotiate in good faith concerning fees for additional training, features, or additional work under this Agreement that are not otherwise stated herein. Once the parties reach agreement, the fees will be memorialized through amendments to this Agreement. School System reserves the right to procure additional solutions and services from PCG. It is understood that these additional solutions and services are not included in scope of this Agreement and do not include training or installation costs for additional scope.

- Additional virtual user training session for up to 30 School System users per session: $1,500
- Additional on-site training session for up to 30 School System users per session: $2,500

CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
January 17, 2023	January 16, 2028	33101-2207433136FAF5	77356

Contractor Legal Entity Name	Edison Vendor ID
Public Consulting Group, LLC	4919

Goods or Services Caption (one line only)

Tennessee Data Management and Monitoring System for Individualized Learning

Contractor	Assistance Listing Number#
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	$280,784.00	$1,123,136.00	$0.00	$0.00	1,403,920.00
2024	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
2025	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
2026	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
2027	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
2028	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
2029	$324,200.00	$1,296,800.00	$0.00	$0.00	$1,621,000.00
TOTAL:	**$2,225,984.00**	**$8,903,936.00**	**$0.00**	**$0.00**	**$11,129,920.00**

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE):
☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☒ Non-Minority/Disadvantaged ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection — RFP

☐ Other

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Maryanne Durski, CFO

Digitally signed by Maryanne Durski, CFO
Date: 2023.01.04 16:25:39 -06'00'

Speed Chart (optional)	Account Code (optional)
Various	70899000/70803000

SUPPLEMENTAL SUMMARY SHEET

RFS Number	33101-2207433136FAF5
Edison ID	77356

Fiscal Year	Department	Speedchart	Program	Account	Fund	Project	CFDA #	Amount
2023	33104	ED458	281001	70803000	25000	NA	NA	$280,784.00
2023	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,098,136.00
2023	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2024	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2024	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2024	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2025	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2025	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2025	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2026	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2026	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2026	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2027	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2027	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2027	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2028	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2028	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2028	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
2029	33104	ED458	281001	70803000	25000	NA	NA	$324,200.00
2029	33136	ED2269	644400	70899000	25000	EDIDEA61123DISC		$1,271,800.00
2029	33136	ED2269	644400	70803000	2500	EDIDEA61123DISC		$25,000.00
						TOTAL -		**$11,129,920**

CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF EDUCATION AND PUBLIC CONSULTING GROUP LLC

This Contract, by and between the State of Tennessee, Department of Education ("State") and Public Consulting Group LLC ("Contractor"), is for the provision of Tennessee Data Management and Monitoring System for Individualized Learning, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 4919

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions: Defined terms shall be as follows or as set forth in the terms and conditions of the Contract:

a. **Cloud-based Service:** a system comprised of the following essential characteristics:
   (1) On-demand self-service. A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.
   (2) Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.
   (3) Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.
   (4) Rapid elasticity. Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.
   (5) Measured Service. Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

b. **Compliance Monitoring (Monitoring)**: a process conducted by the State to ensure compliance with state and federal education laws.

c. **Corrective Action:** A set of workflow steps a local education agency is required to complete to confirm the correction of Noncompliant Findings that are discovered during the Monitoring.

d. **Critical:** any issue or request due to a System failure that blocks completion of a business transaction or corrupts business data and has no work around.

e. **Dashboard:** an easy to read, real-time user interface, showing a graphical presentation of the current status (snapshot) and historical trends of an organization's key performance indicators such as, but not limited to, counts of students with disabilities by disability category and least restrictive environment counts of students with disabilities to enable instantaneous and informed decisions to be made at a glance.

f. **Data Management and Monitoring System (System):** a secure, web-based, third-party application for the collection, analysis, tracking, reporting, and monitoring of state and federal requirements for special education.
g. **Education Information System (EIS)**: the State data collection system for grades pre-K through 12.
h. **Family Educational Rights and Privacy Act (FERPA)**: a federal law (20 U.S.C. § 1232g; 34 C.F.R. 99) that protects the privacy of student education records, which applies to all schools that receive funds under an applicable program of the U.S. Department of Education.
i. **Focus Area:** A set of grouped Review Items pertaining to a common Monitoring subject.
j. **High Priority:** an issue or request that is Critical or time-sensitive that shall be addressed immediately with a solution or response within 24 hours of notification
k. **Individuals with Disabilities Education Act (IDEA)**: a federal law (20 U.S.C. § 33; 34 C.F.R. 300) ensuring educational services to children with disabilities which governs how states and public agencies provide early intervention, special education, and related services to eligible infants, toddlers, children, and youth with disabilities.
l. **IDEA Part B**: the section of IDEA that deals with preschool (ages three through five not in kindergarten) and school age (in kindergarten through age 21) programs for children with disabilities.
m. **IDEA Part C**: the section of IDEA that deals with a statewide, comprehensive, coordinated, multidisciplinary, interagency system to provide early intervention services for infants and toddlers (ages birth to three) with disabilities and their families.
n. **Individualized Education Program (IEP)**: a written document that is developed for each eligible child with a disability which follows the procedures to develop, review, and revise as outlined in the IDEA Part B regulations at 34 CFR 300.320-300.328.
o. **Local Education Agency (LEA):** a school district or entity which operates local public primary and/or secondary schools, which for the purpose of this contract includes charter schools, special schools, and State agencies that operate schools.
p. **Low Priority:** an issue or request that is non-Critical and should be addressed in a reasonable timeframe determined by the State.
q. **Monitoring Cycle:** a period in which Monitoring occurs.
r. **Monitoring Results Report:** a plan or report developed through Monitoring to share Findings, recommendations, and steps to correct Findings.
s. **Noncompliant Finding (Finding)**: a Review Item that does not meet State and federal requirements.
t. **Project Management Plan:** a project and communication plan developed to serve as the guiding project development and support document or project management tool composed of all activities, the links between them, priorities, expected outputs, time frames, and those responsible for carrying out each activity
u. **Query Tool**: a web-based tool to allow designated users access to current and historic data captured within the System.
v. **Response Criteria**: a minimum set of guidance that an LEA is required to meet to ensure compliance.
w. **Response Item:** a specific question in the Student Record Review Protocol.
x. **Review Item:** a high-level description or topic of a Response Item.
y. **Storage Bank:** a set of uploaded data elements to be stored and used to recall specific information in the System.
z. **Student Record Review Protocol (Protocol):** A set of minimum compliance measures categorized by Response Items and Focus Areas, a set of Response Criteria, and related documents needed to meet the compliance
aa. **Tennessee Early Intervention Data System (TEIDS)**: a real-time, web-based data system which houses the official educational record for children eligible in IDEA Part C.
bb. **User Acceptance Testing:** a phase allowing the State to test the System as it will be delivered in which the Contractor will document any performance or outcome issues to correct before production.
cc. **Wave:** a period within the Monitoring Cycle where LEAs are assigned to complete the Monitoring requirements.
dd. **Work List Queue (Queue):** a list of actions to be completed by the user.

A.3. By July 1, 2023, the Contractor shall provide a fully customized System consisting of multiple applications, including, at minimum, applications for data collection and reporting, Monitoring, records creation, Medicaid reimbursement, and progress reporting. The Contractor shall add applications if requested by the State.

A.4. General Information

a. The Contractor shall create and provide online applications that function in all major internet browsers (e.g., Google Chrome, Mozilla Firefox, Microsoft Edge, Safari, etc.) in the current and last two (2) versions without any paid software or plugins required to access/view/use the applications.
b. The System shall have one log-in interface by which all applications can be accessed.
c. All reports, upload, and download components of the applications shall function without the purchase of special software.
d. The System shall have a flexible interface which allows for seamless System updates, to be made by the Contractor. Such updates include, but are not limited to, format changes to documents, additional data fields for federal or State required reporting purposes, and additional student documents or reports. Any updates due to changes to federal or State requirements shall be provided at no additional cost.
e. The System shall include an electronic document feature which allows the user to upload, organize, index, and store information to the student's file. This feature shall accommodate all current and common file types and ensure that all documentation uploaded to a student's file remains with that student file, even if the student transfers to another LEA or is inactivated in the System. State branding, as specified by the State, shall be included in all applications in the System.
f. The System shall have a repository/reference area to allow State-level users to post/upload guidance resources available to view by all users.
g. All administrative materials shall be provided to the State in Microsoft Word and/or Excel unless another format is approved by the State.
h. The Contractor shall provide the ability to add new LEAs and manage current LEA data in the System.
i. The System shall have a change log that shows which user made a change to any portion of an application.
j. The System shall be able to report when LEAs complete a required process in the application.
k. An electronic signature option shall be available for applications.
l. The Contractor shall provide a lead project manager who will serve as a liaison between the State and the Contractor for the System. Additional project managers for each application may also be assigned.

A.5. Technical Specifications: The Contractor shall provide a solution that runs in a Cloud-based Service and meets the technical requirements outlined in this Contract.

a. All Contractor environments shall be Cloud based and provide ability to integrate with State applications (e.g., ePlan, EIS, etc.).
b. The Contractor environments shall provide data and access security across environments.
c. The Contractor environments shall have the ability to integrate to State systems using methods such as but not limited to API, data file and ETL (extract, transform, load) processes that are approved by the State.
d. The Contractor shall have the ability to monitor for data quality of critical data elements to ensure programmatic compliance. Data quality standards, rules, and alerting mechanism shall be proposed and built in consultation with the State.
e. The Contractor shall provide a solution that supports integration and:
    (1) Shall be mapped to an interface with the Ed-Fi data model standard, providing data interoperability with the State standard.

(2) Shall maintain ongoing product roadmap enhancements necessary to stay compatible with emerging Ed-Fi data model standard changes.
(3) Shall provide application program interfacing into functional domains where needed.
(4) Shall provide application program interfaces or bulk data replication supporting the extraction of data for external reporting, where needed.
(5) Shall provide application program interface artifacts documenting the design and structure.

f. The Contractor shall provide a solution that supports the State's single sign on solution using OAuth2 standards (integration with Azure AD).
g. The Contractor's SSO capability shall require the following:
(1) Ability to authorize a user.
(2) Ability to authenticate a user.
(3) Ability for the State to manage user access and approval.
(4) Ability for the State to manage and control security role setup.
(5) Ability to provide the State with audit logs of user access.
h. The Contractor shall provide application environments for the use of development, testing and production delivery of application.
i. The Contractor shall provide an overview of how the solution operates in the Cloud-based Service upon execution of the Contract and shall meet the technical requirements to run on the Cloud Service.
j. The Contractor shall provide secure data integration processing capabilities that allow for the solution to integrate any data held within State data systems within twenty-one (21) calendar days of notification by the State unless an alternate date is approved by the State.
k. The Contractor shall provide, for State approval, a visual library for the solution, including the style guide, icons, colors, and indicators used across the application to define objects and actions, including but not limited to wait indicators, processing indicators, success indicators, action needed indicators, failure, and error messages.
l. The Contractor shall maintain a 99.95% uptime on an annual basis, exclusive of agreed upon planned maintenance windows, downtime due to force majeure, or other State approved downtime windows.

A.6. Project Phases and Deliverables: The Contractor shall perform work according to key project phases. The phases and their associated deliverables shall be identified by the Contractor and approved by the State, in the Project Management Plan. At a minimum, the Contractor shall include a requirement gathering phase, a development/configuration phase, a testing phase, training phase, and rollout phase that includes an implementation date milestone.

a. The Contractor shall work closely with the State to fully review and define each phase of the Project and all required deliverables, which will be detailed in the Project Management Plan.
b. The Contractor shall complete implementation of the System within six (6) months of the Effective Date, unless otherwise agreed to by the State.
c. Payment milestones are contingent upon the State's approval of all phase deliverables. The State shall review all deliverables to determine fitness of use according to the following process:
(1) As requested by the State, the Contractor shall conduct a walkthrough of the deliverable prior to submission with appropriate State staff.
(2) Following submission of a deliverable, the Contractor shall adhere to the following process:
i. *State Review.* The State shall review and either approve or reject each deliverable. A rejection shall be accompanied by a list of deficiencies.
ii. *Contractor Update(s).* The Contractor shall make any changes identified by the State and resubmit the deliverable.
iii. *State Acceptance.* Following submission (or resubmission), acceptance of the Contractor's deliverable shall be communicated via the approved correspondence process. No deliverable shall be considered final or eligible for payment until it has been formally accepted by the State.
(3) The standard timeframe for review shall be as follows:

i. The State shall complete its review within ten (10) calendar days. The Contractor shall have seven (7) calendar days from receiving State review to perform required updates.

(4) In the event the State finds deficiencies in a deliverable, the review timeframe shall be re-started upon the resubmission of a corrected deliverable to the State.

(5) The required minimum deliverables for each phase shall include the following:

Phase	Descriptions of Deliverables
Requirements Gathering	Prioritized List of features and functions required for the application
	Process Flows for operational use of the application
Development/Configuration	Documentation of any configurations required for the application to function as requested (if applicable)
	User Stories/Acceptance criteria for development items (if applicable)
Testing/Training	Testing Plans (Quality Assurance, Load Testing, User Acceptance Testing)
	Training Plan and training documents
Rollout	Rollout schedule
	Go-Live Support model

A.7. Project Management Plan and Schedule: The Contractor shall prepare, for State review and approval, a detailed Project Management Plan which incorporates the schedules for the deliverables of this Contract. The Project Management Plan shall include all activities related to the creation and/or customization of the System and shall be submitted within fifteen (15) business days after the Effective Date and by or before January 1 of each subsequent year.

a. The Project Management Plan shall indicate the essential steps leading to a functional System and include the steps for all project work tasks and deliverables including initiation and completion dates, task responsibilities, and activities with the State.

b. The Project Management Plan shall describe all activities related to System development, Contractor support processes, reports, and logistics, including each stage of production.

c. The Project Management Plan shall provide due dates for each activity and indicate areas of responsibility for the Contractor and the State.

d. The Project Management Plan shall detail the communication and reporting needs for this Contract which addresses: information to be communicated including format, content, and level of detail; person responsible for communicating the information; person or groups who will receive the information; methods or technologies used to convey the information such as memoranda, e- mail, and on-site communication; frequency of the communication; escalation process - identifying time frames and the management change (names) or escalation of issues that cannot be resolved at a non-leadership staff level; and guidelines for project status meetings, project team meetings, e-meetings, etc.

e. The Project Management Plan shall serve as a managing document to be used by the State to assure timely completion of tasks as scheduled and outlined in a key dates section. The Project Management Plan shall be maintained and updated as a fluid, ongoing project document for the Term of the Contract.

f. Changes to the approved Project Management Plan shall be made in collaboration with the State and approved by the State. The Contractor shall submit a revised Project Management Plan for State approval within forty-eight (48) hours after the requested change.

g. The Contractor shall establish a secure SharePoint or secure file transfer protocol (SFTP) website for use in maintaining the Project Management Plan and other communications, including posting administrative materials and reporting information for review.

h. All deliverables shall not be considered delivered and final until written approval is given to the Contractor via email or other electronic methods by the State. Such consideration

as delivered and final shall not abrogate or diminish the rights and duties as detailed in A.24. Inspection and Acceptance.

i. The Contractor shall review the Project Management Plan at minimum annually, or more frequently if requested by the State, to determine any adjustments, identify risks to project execution, and communicate potential options to mitigate identified risk.

j. The Contractor shall not disseminate any written information, materials, or deliverables associated with this Contract to the public or any other third party without the State's written approval

A.8. User Access: The System shall include a user-type access control feature to restrict users to specific functions and all users must be associated with a designated user type. The System shall accommodate a minimum 75,000 users with concurrent use.

a. The Contractor shall ensure that LEAs are restricted from adjusting the applications.

b. The Contractor shall develop and implement an electronic user access agreement, as approved by the State, which must be signed electronically by the user before the user is permitted to log into the System, and semi-annually thereafter. This electronic user access agreement must be compliant with this Contract, state and federal law, including FERPA. The agreement must be submitted to the State for approval thirty (30) days prior to the implementation on January 1 and July 1 of each year. In the event that there are any conflicting terms in the user access agreement with this Contract, this Contract's terms shall control and supersede any and all conflicting terms.

c. The Contractor shall adhere to the State's policy that third-party vendors (excluding approved subcontractors or State vendors) shall not have access to the System and the Contractor shall not access the System for purposes not explicitly stated in this Scope.
   (1) The Contractor shall not create custom user types or modify user types and permissions without written approval from the State.
   (2) The Contractor shall supply the State with a list of its employees that have access to the System on July 1 of each year or upon request. The Contractor shall notify the State in writing when an employee has been removed or added to include the date of addition or removal along with a justification. The Contractor shall not grant access to employees who do not work directly with System.

d. The Contractor shall be responsible for any development needed in the Contractor's system to integrate to the State Azure AD SSO platform. The Contractor's system shall utilize State SSO credentials and security groups to provide access to the application.

e. The State reserves the right to create and modify all user types and permissions at its discretion.

f. The State shall have access to create, grant, revoke, and edit access for new and current users at both the State and LEA level through the SSO platform.

g. The LEA user types shall be assigned to a specific LEA through the submission of the user access form.

h. The user information section shall contain, at a minimum, fields for username, email address first name, last name, phone number, and title.

i. The System shall allow users to be assigned more than one user type and to be associated with one or more LEAs.

j. The System shall allow multiple users to have the same role.

k. The System shall provide user-level audit trail information to track a creation date, revocation date, and last log-in time.

l. The System shall contain a history log and change log that records: each change made, the user who saved the change, comparison between a previous version and current version of text, and a timestamp of when the changes occurred.

m. The System shall log users out after a State-specified amount of time of inactivity (i.e., inactivity timeout).

n. User access reports shall be available for download by the State and include all capture user data, all roles assigned to each user, creation date, revocation date (if applicable), and last log-in timestamp.

A.9. Emails and Automated Messages: The System shall have the capability to send emails individually or in batch groups and to automatically email or alert specific sets of users.

a. The System shall have the capability to send secure emails. The Contractor shall ensure secure email delivery to the recipient via either guaranteed encrypted email or secure email reader service that allows the email to remain secure if it contains confidential data such as FERPA and Health Insurance Portability and Accountability Act of 1996 (HIPAA) data.
b. The System shall include the capability to email LEA and State users regarding deadlines and movement through the System.
c. The System shall include the capability for LEA users to email outside of the LEA (e.g., emails to parents for signatures, IEP team meeting reminders).
d. The System shall maintain a record of emails sent and allow for responses to the email (e.g., confirmation of information contained in the email).
e. The State shall have the ability to edit verbiage, turn on or turn off the automated sending of emails or alerts, and set the user roles that will receive each type of notification.
f. The Contractor shall set up email alert options to notify users for the items specified by the State.

A.10. Data Collection, Management, and Reporting: The Contractor shall create, maintain, and update an application to collect, manage, and report, at the individual student level, the LEA level, and the State level.

a. The Contractor shall collect and maintain an accurate database that can be utilized in all applications of the System.
    (1) Data shall be collected and shared among the various applications, and any additional applications shall be able to access the data collected in the System.
    (2) All data gathered shall update to an aggregate database and be capable of creating interactive reports.
    (3) The System shall be capable of organizing data by multiple fields, including but not limited to State-defined date ranges, record status (e.g., active, inactive), type of program, student name, LEA, school, grade level, race, disability, placement, age, and case manager.
    (4) Search options shall be available for all data fields collected, and these options shall be available at a variety of levels based upon user type.
    (5) The System shall be designed for data to be entered into the database only once and reused by the various applications.
    (6) The database shall be maintained and updated to accommodate additional data fields as determined by the State.
    (7) The Contractor shall supply the State with the ability to modify specified fields or lists within the System. This ability shall not interfere with any reports or the functionality of the System itself.
    (8) All collected data shall be exportable as per the assigned user type.
    (9) The System shall have interactive capability so that users at both LEA and State levels enter information into the applications.
    (10) The Contractor shall employ back-up and recovery data systems to ensure System integrity. The System shall be protected from cyber-attack and corruption in accordance with the terms and conditions of this Contract, including Section E.7.
    (11) Access to data shall be managed through the user type. Generally, State-level users will have access to statewide data and data from all LEAs; LEA-level users will only have access to data in the assigned LEA.

(12) All data shall be able to be searched, viewed, and reported at both aggregate and disaggregate levels.

b. The Contractor shall create, maintain, and update calculations for all reports and data sets identified in the System.
   (1) The business rules for each calculation shall be submitted and approved by the State. All initial calculations and any revisions must be submitted to the State for review and approval in advance of release in order to ensure accuracy and must be tested and verified prior to release.
   (2) Calculation revisions shall be made within five (5) business days after written notification and request of the State or by the effective date of the change, whichever comes first.
   (3) The Contractor shall maintain the State's funding options algorithm, in accordance with requirements provided by the State, within the System that correlates with specific services documented in each student's IEP and revise as needed.

c. The Contractor shall create, maintain, and update a variety of standardized, interactive reports accessible and downloadable at both the State and LEA level.
   (1) Report options shall be available on any data field collected in the System.
   (2) The business rules used to create each report shall be submitted to and approved by the State. All initial reports, subsequent additional reports, and programming changes shall be submitted to the State for review and approval in advance in order to ensure that the data fields, screen layouts, and report layouts meet the State's reporting requirements. Submissions and approvals shall be made via email.
   (3) The Contractor shall provide reports as requested by the State. These requests will be classified as either High Priority or Low Priority and should be provided based upon the timelines outlined in the definitions.
   (4) The System shall contain a Query Tool, accessible at both the State and LEA levels, that will capture and report data using parameters that are not included in other reports. This tool shall pull both historical and current data and contain all fields from all data tables within the database. This feature shall be available at the aggregate, LEA level, and student level.
   (5) User access reports shall be available for download by the State and include all capture user data, all roles assigned to each user, creation date, revocation date (if applicable), and last log-in timestamp.

d. The Contractor shall supply a Dashboard feature that provides a snapshot of real-time data per selected fields at both the state and LEA levels. The data fields to be displayed shall be determined by the State.

e. The System shall calculate data for the State funding formula and send extract files to the State EIS and any other data systems necessary. This process shall be updated at no additional cost if the mechanism for state funding changes.

f. The Contractor shall provide semi-monthly secure data uploads from TEIDS of the IDEA Part C early childhood transition data to the System.

g. The Contractor shall ensure that any data provided by the LEA that is needed for Medicaid reimbursement is available for reporting.

A.11. Compliance Monitoring: The System shall provide an application specifically designed for the State to use for collection, analysis, tracking, and reporting of federal and State Monitoring data at both student and LEA levels.

a. The Contractor shall build and maintain an editable Storage Bank to house and organize the Protocol, organized by Response Item, Focus Area, and Review Item, Response Criteria, and document requirement field. The current Protocol will be provided to the Contractor by the State. The Protocol will be revised annually by the State and provided to the Contractor for update in the application.

(1) Based on the information received and working in conjunction with the State, the Contractor shall create a standard Excel or CSV format for the State to use in order for data to be accepted by the application to update the Protocol housed in the application.
(2) The Storage Bank shall have the ability to reprioritize, add, edit, and delete Protocol data by Excel or CSV upload.
(3) The Storage Bank shall have the ability to store Finding verbiage at the Focus Area level and student-level to be used in the Monitoring Results Report and reporting phase.

b. The Contractor shall develop an algorithm for the selection of student records to be monitored for the LEAs selected for Monitoring each year, which shall be approved by the State and updated as requested.
(1) The State shall determine the number of records to be monitored for each LEA and must have the ability to adjust this number by LEA or Wave.
(2) The State shall be able to run the algorithm independently of the Contractor if desired.
(3) The algorithm shall, at a minimum, be able to return records with the following parameters:
i. Exclusion of service plans
ii. Exclusion of out-of-state transfer students
iii. Records that are active in the LEA for at least 90 days
iv. Records that have not been included in a Monitoring in last two (2) years
v. School
vi. Age
vii. Race
viii. Disability
ix. Setting
x. Case managers
xi. Isolation or restraint

c. The Contractor shall develop a process for LEAs to review and confirm the list of selected records, and access to this information shall be controlled by user types set by the State.
(1) This process shall include instructions and the ability for the LEA to confirm the biographical data uploaded is accurate and matches their records and confirm that the student is actively enrolled in the LEA.
(2) If inaccurate, the LEA shall have the ability to send a message or add a comment to notify a specified State-level user type, and the Contractor shall provide an alternate record.
(3) The list shall be viewable at the State-level, with all LEAs and associated student records displayed via a Search feature and at the LEA-level,

d. The Contractor shall develop a process for the student record review based upon the Protocol.
(1) A set of Focus Area review questions shall be standardized across all LEAs with the ability to review, edit, add, or delete questions and set a list of answers for each question before each Monitoring Cycle.
(2) Based on answers selected in the Focus Area review, the application shall logically display only the applicable Protocol Response Items.
(3) Some categories of questions shall appear based on age, type of IEP, assessment type, homebound status, or other Focus Area questions as determined by the State prior to each Monitoring Cycle.

e. The Contractor shall provide a logic-embedded form that connects with the Protocol to display the applicable Review Items organized as listed in the Protocol.
(1) Only users with the appropriate access may view this form.
(2) In addition to the data listed, an editable response dropdown field and comment section shall be available for each item. Dropdown responses of "no" shall require the

user to make a comment to explain their answer, whereas responses other than "no" may bypass making a comment.

(3) If a comment is made, the application shall show the timestamp and user who made the comment.

f. The Contractor shall develop a process for the generation of a Monitoring Results Report based upon the results of the student record review.

(1) The Monitoring Results Report shall be generated and organized by student ID, Response Item, category, action steps, required documentation, and any State comments written.

(2) The results verbiage must generate from the Storage Bank.

(3) Any Response Items designated as a Finding shall appear on the Monitoring Results Report.

(4) The Monitoring Results Report shall generate from the pre-populated bank of verbiage but shall also be editable so that the designed user type can change pre-populated verbiage, dates, deadlines, instructions, and any other verbiage on the report.

(5) A final, non-editable Monitoring Results Report shall be available for view by the LEA.

(6) The ability for the State and LEA to confirm and acknowledge receipt of the Monitoring Results Report shall be included.

g. The Contractor shall develop a process for documenting the completion of the Corrective Actions required by the Monitoring Results.

(1) LEAs shall be able to select when a Corrective Action occurred (via a date picker), describe the correction in greater detail and upload evidence, and submit the Corrective Actions to the State.

(2) Designated State-level user types shall have the ability to review and approve the corrections or send them back to the LEA.

(3) The Monitoring Results Report shall remain open until all items are approved by the designated State-level user type. Upon completion of all of the Corrective Action steps, the Monitoring Results Report will be closed.

(4) Automated email reminders shall be sent periodically while a Monitoring Results Report is open, and an email/message sent when the Monitoring Results Report is closed.

h. A Queue shall be provided to all users assigned to a Monitoring user type. The Queue shall be displayed upon entry to the application to alert the user of action needed.

i. The Contractor shall write, test, and implement the necessary programming to incorporate the ability to store files or links to files on third-party applications identified by the State to ensure that final copies of any Monitoring Results Reports, closure letters, and comprehensive Findings reports are stored by LEA.

(1) As a result of the functionality, users of other State third-party applications shall have the ability to seamlessly retrieve copies of files from the LEA document repository within the application at both the State and LEA levels.

(2) The Contractor shall work collaboratively with the provider(s) of the other State third-party applications to gain the necessary information and understanding to complete the incorporation.

A.12. Student Records Creation: The Contractor shall develop an application for the creation of student-level records for all processes required by IDEA and state law (e.g., evaluation and eligibility documents, an IEP and amendments, an IEP progress report, procedural safeguard documents, a service plan for parentally placed private school students, early childhood records, restraint/isolation records, etc.) and for all processes required for other populations with unique learning needs (e.g., 504 plans, service plans for students enrolled in non-public schools, individual learning plans for English learners, health records, etc.). The State will provide templates for each record.

a. The records creation process shall be user-focused and follow the workflow steps developed for the application and each of the records created.
b. The application shall be logic-embedded so that documents needed will generate automatically and/or be flagged for completion.
c. All records created shall include compliance and validation features that indicate when fields are incomplete, when data are entered incorrectly, when items are due, or other compliance and validation features as requested by the State. The System shall:
   (1) Provide compliance symbols at the user, school, and student levels, and
   (2) Have the capability to email end users with compliance related information.
d. An error check system shall be provided to ensure that records are complete and compliant.
e. The workspace for the creation of the record shall mirror the printed version of the record whenever possible.
f. Records shall prepopulate with any data fields that have already been entered, adhering to the enter data once principle of data systems.
g. A standardized, automatic naming system shall be used so that records are consistently named when saved and can be accessed in other applications within the System.
h. A translation feature shall be provided for select records, and translation shall be available in a variety of languages, as determined by the State.

A.13. Staging and Testing: The Contractor shall provide a staging site to test the initial implementation and all updates or modifications to the System.
a. The staging site shall be available to the State and LEAs for testing at least one (1) month prior to initial implementation and at least two (2) weeks prior to any updates or modifications.
b. User Acceptance Testing shall occur with a set of State-level users determined by the State prior to implementation of the System and at the request of the State.
c. All testing on the Contractor's side shall be completed in a non-production environment before moving the System to production.
d. The State-level testing site shall mirror the System as it will function to all users upon initial implementation and for all updates or modifications.
e. The Contractor shall demonstrate during the testing window that the System or application of the System being tested is fully operational.
f. The Contractor shall resolve any issues discovered during the testing window prior to the "go live" date by providing a final review of the System and receiving acceptance from the State.
g. The Contractor shall ensure there are sufficient personnel available during testing and go live windows and will add personnel as needed to ensure all testing and go live deadlines are met.

A.14. Data Migration and Continuity: To the extent applicable, the Contractor shall ensure all historical data on the existing Tennessee IEP data management system is uploaded to the System and shall:
a. Provide a detailed plan indicating the essential steps necessary to transition between the Contractor and the existing vendor. The Contractor shall:
   (1) Include the steps and timeline for the transition to avoid any disruption of services, deliverables to students, teachers, schools, LEAs and the State.
   (2) Work with the existing vendor as required by the State during the transition period.
b. The Contractor shall have all data completely and accurately transferred as outlined in the Project Management Plan, but in no case later than June 1, 2023. The

Contractor is responsible for ensuring the System has the capacity to accept transferred data and will be liable for any data not transferred by June 1, 2023.

c. The Contractor shall cooperate fully with the State and the State's vendors for any services that will impact or overlap with this Contract.

d. The Contractor shall cooperate fully with the State and any future vendor designated by the State to transition to any potential new Contract. This includes ensuring a smooth transition of data, records, content, and all other program documentation back to the State (and successor vendor) at the conclusion of the Contract Term.

A.15. Training: The Contractor shall provide training to the State and LEAs for the initial implementation of the System and annually throughout the term of the Contract.

a. The Contractor shall provide in-person training of State staff of all components of the System for initial implementation and at least annually thereafter.

(1) The Contractor shall provide training at least one (1) month before initial implementation and at least two (2) weeks before any changes or updates. The Contractor shall provide an annual review of the System, even if no changes have been made.

(2) The Contractor shall provide training to new employees at any time upon request from the State.

b. The Contractor shall provide LEA-level training on the System for initial implementation and annually thereafter. This training shall be a combination of in-person, on-line, and on-demand options at the discretion of the State.

(1) The Contractor shall provide a minimum of eight (8) in-person trainings across the state for the initial implementation and a minimum of four (4) in-person trainings annually thereafter. The Contractor is responsible for all planning and costs associated with these trainings.

(2) The Contractor shall provide a minimum of monthly on-line training options for the initial implementation and a minimum of quarterly options thereafter.

(3) The Contractor shall develop a minimum of twenty (20) on-demand training options (i.e., video modules) that can be accessed through the System.

(4) These modules shall be the property of the State of Tennessee and shall be modified by the Contractor for no additional charge at the request of the State.

c. The Contractor shall provide user manuals for specified user types. These manuals shall be available in the System upon the release and revised as needed.

(1) The manuals shall be submitted to the State for review, revision, and approval before publication.

(2) Revisions of the manuals shall be provided within two (2) weeks of System modifications.

d. All materials and presentations used for training shall be reviewed and approved by the State prior to use and shall include State branding.

(1) The Contractor shall follow the State style guide, fonts, colors, icons, etc.

(2) The timeframe for submission of the materials will be determined by the State based upon the level of review needed.

e. Any materials or presentations used to train shall be provided to the State in a usable electronic format (.pptx for PowerPoints, .docx for Word documents). The State shall have a perpetual, nontransferable, nonexclusive, and royalty-free right and license to use these materials and presentations.

A.16. Maintenance and Technical Support: The Contractor shall provide maintenance, including updates and enhancements, and technical support for all applications in the Systems.

a. All updates to the System shall be discussed with the State and confirmed with written State approval at least thirty (30) State business days before any changes are made, excluding those determined Critical. Critical updates shall be made immediately or on a timeframe agreed upon by the State.

b. Any maintenance to the System that would make it unavailable to users between 7 a.m. CT and 5 p.m. CT shall be approved by the State.
c. The Contractor shall develop a process that is approved by the State for requesting updates and reporting technical support issues.
    (1) The requests shall be classified as High Priority or Low Priority and addressed accordingly.
    (2) If the specified deadline cannot be met, the Contractor shall provide a description of how the problem will be corrected and the date it will be corrected, to be approved by the State.
    (3) The Contractor shall ensure that personnel qualified to address the request are present at the initial meeting to avoid delays in completion.
d. The Contractor will correct all System deficiencies or discrepancies identified as required by the State, in accordance with the problem resolution procedures.
e. Updates required due to federal or state mandated changes shall be a High Priority.
f. The Contractor shall maintain a secure message board page within the System and provide technical support to State employees to help resolve message board posts.
    (1) The message board provides a messaging system wherein users can post a message, and the State or Contractor can respond electronically and copy other relevant users. An email notification shall be sent to the recipient.
    (2) The message board shall also provide the ability for the State and the Contractor to email all users.
    (3) The Contractor shall review the message board and respond to messages according to the designation (i.e., High Priority or Low Priority) made by the State.
    (4) The Contractor shall provide support for the message board when State personnel are unavailable.
g. The Contractor shall provide dedicated support for the System between 7 a.m. and 5 p.m. CDT, Monday through Friday throughout the term of this Contract.
h. The Contractor shall provide a mechanism, as approved by the State, that is available 24/7 for LEAs and the State to report system outages and other issues, particularly at night and on the weekend.
i. The Contractor shall provide timely technical support during high-volume times to include, but not limited to, the beginning and end of each school year. The State will determine what constitutes a high-volume time and may request availability for those times.
j. The Contractor shall meet with the State at least monthly to discuss updates and for technical support of each application provided.
k. The Contractor shall offer, as part of the maintenance services, all publicly available improvements and functionality of the System, as well as any new functions incorporated based on another state's request, or that were part of the Contractor's own improvement to System performance or features. These shall be approved by the State before implementation.

A.17. System Hosting and Storage: The Contractor shall host and store all current and historical data transferred to and retained in the System. Such data shall be stored with all requirements of law and this Contract including E.7.

a. The System shall have the ability to store all current and historical data for the duration of a student's educational record.
b. Reports generated based upon federal and state rules, regulations, and laws shall be retained in the System indefinitely.
c. The Contractor shall maintain nightly backups of all data and provide evidence of restoration testing using the regularly performed nightly backups.

A.18. All data, information and metadata collected by the State, furnished by the State to the Contractor, or collected by the Contractor in the course of the performance of work under this Contract shall be and remain the property of the State, and the Contractor shall neither have nor acquire any rights, title, interest or licenses therein by virtue of this Contract, excepting only a limited license to use the data for purposes reasonably required for the performance of duties under this Contract and subject to confidentiality requirements with respect to the data.

a. The Contractor shall not utilize the data collected through this Contract, including with LEA users, except as specified in this Contract or approved by the State in writing.

A.19. The State retains full, final, and perpetual ownership rights to all content and materials developed by the Contractor for the State, or furnished by the State to the Contractor, for use in the System (e.g., user access forms, LEA resources).

a. No content, including forms, reports, etc., shall be modified or added to the System without approval from the State.

A.20. The State may request that the Contractor perform customization services under either of the following circumstances:

a. Prior to the State's written acceptance of the completion of the System implementation, the State determines that functionality requested by the State was not specified in the original RFP, Contract, or specifications attached thereto. Such customizations shall be effected through a Change Order.
b. After the State's written acceptance of the completion of the implementation phase, the State requires customizations to the software that the State determines were not specified in the original RFP, Contract, or specifications attached thereto. Such customizations shall be effected through a statement of work.

Examples of such customization requests include the following:

a. Code-level changes to the application
b. Changes in API configurations
c. Changes to the configuration functionality that arose as a result of customizations of other areas of the System.
d. Enhancements that the Contractor has made to other contracted systems for the State to determine if these enhancements are desired for use in Tennessee.

The State shall request customization services in accordance with either: (1) the Change Order process (A.21.), for changes prior to acceptance of implementation phase; or (2) the SOW process (A.22.), for changes identified after acceptance of the implementation phase. In either case the State shall compensate the Contractor in accordance with Contract Sections C.3.c. and C.3.d.

A.21. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:
   (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
   (2) the specific effort involved in completing the change(s);
   (3) the expected schedule for completing the change(s);
   (4) the maximum number of person hours required for the change(s); and
   (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

   The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change

Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.22. Statement of Work Process.

a. The State shall provide the Contractor with a Statement of Work ("SOW") describing the required services. The SOW will include, at a minimum, the following:

(1) SOW Date
(2) SOW Number
(3) Description of the project
(4) Required labor category and skill set
(5) Begin and End Dates
(6) Location where work will be performed
(7) Hardware and software provided by the State, if applicable
(8) Definition of completed work.

NOTE: The SOW must not have any terms and conditions.

b. Most services shall be performed within normal State business hours (8:00 AM to 4:30 PM CT); excluding weekends and State holidays. However, the State may require the Contractor personnel to work hours outside the normal State business hour timeframe. These hours will be mutually agreed to by the parties; however, the State will have final approval. A Contractor shall not be compensated for overtime hours worked without prior written approval from the State and then only at the payment rate submitted in response to the related SOW.

c. The State's SOW, and subsequent purchase order ("PO"), will be the sole authorization for the requested services. The State will not sign or accept Contractor/manufacturer documents or agreements related to a specific services engagement.

d. The Contractor shall respond to the SOW with a written "Project Offer" that must include the following:

(1) complete description of the work to be performed as the Contractor understands it;

(2) the Contractor personnel's proposed labor category and skill set;

(3) confirmation that necessary hardware and software provided by the State, if applicable;

(4) the Contractor must also provide a "not to exceed" total cost for the work in question. The State shall pay no more than, and the Contractor will not be required to provide services in excess of, this cost for the services engagement, unless the resulting SOW is amended by the State due to requirement changes, which may increase the maximum potential compensation due the Contractor for the requested services. The

Contractor shall provide supporting documentation which lists the number of hours and materials, if applicable, that constitute the "not to exceed" cost;

(5) the Project Offer **must not** contain any terms and conditions.

e. The Contractor must accept SOW requests by email and must provide Project Offers by email as requested by the State. If the Project Offer will take longer than five (5) business days to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. Project Offers will remain in effect for thirty (30) calendar days and shall not include any tax from which the State is exempt.

f. The State shall be the sole determinate of the acceptability of work performed and delivered by the Contractor's consultants. The Contractor shall not invoice the State until the State has provided the Contractor with written confirmation that the contractor's work agreed to in the SOW is acceptable.

g. SOW Termination.

(1) The State may terminate a SOW for convenience without cause and for any reason subject to the same notice provisions in Section D.5. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State and for services completed in accordance with the terms of the SOW as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor performed by the Contractor in accordance with the terms of the applicable SOW. In no event shall the State's exercise of its right to terminate the applicable SOW for convenience relieve the Contractor of any liability to the State for any damages or claims arising under the SOW.

(2) If any SOW is terminated pursuant to this Contract Section, this Contract shall continue to apply to all other SOWs that have not been terminated.

(3) This section shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Sections D.5. and D.6. of this Contract.

A.23. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.24. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver

the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective for the period beginning on January 17, 2023, ("Effective Date") and ending on January 16, 2028, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of eight-four (84) months.

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of eight-four (84) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eleven million one hundred twenty-nine thousand nine hundred twenty dollars ($11,129,920.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
System Requirements Gathering Phase; Pro Forma Contract Scope of Services A.3.-A.12.	$ 75,000.00 / upon completion
System Development/Configuration Phase; Pro Forma Contract Scope of Services A.3.-A.12.	$ 75,000.00 / upon completion

System Testing and Training Phase Pro Forma Contract Scope of Services A.13.-A.15.	$ 75,000.00 / upon completion
System Rollout Phase; Pro Forma Contract Scope of Services A.3.-A.17.	$ 75,000.00 / upon completion
System Maintenance and Support; Pro Forma Contract Scope of Services A.16.	$ 70,000.00 / per month
System Hosting; Pro Forma Contract Scope of Services A.17.	$ 32,000.00 / per month
Addition of Applications to the System; Pro Forma Contract Scope of Services A.3.	$ 80,000.00 / per application
Annual Project Management Plan A.7.	$ 175,000.00 / per year
Additional Reports (not included in the initial implementation); Pro Forma Contract Scope of Services A.10.	$ 4,000.00 / per report
Annual Training and Training Materials (i.e., manuals, presentations, modules, etc.); Pro Forma Contract Scope of Services A.15.	$ 31,000.00 / per year

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.20, without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.21, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for milestones set forth in Contract Sections A.3, A.17, A16.) If, at any point during the contract period, the State determines that the cost of necessary "change order" work would exceed the said maximum amount, the State may amend this Contract to address the need. The State is under no obligation to request work from the Contracting State Agency in any specific dollar amounts or to request any work at all from the Contracting State Agency during any period of this Contract.

Service Description	Amount (per compensable increment)
Scope changes via Change Orders; A.21.	$ 500.00 / per hour

NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.

d. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.22., customization services, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section C, PROVIDED THAT compensation to the Contractor for such customization work shall not exceed five hundred sixty thousand dollars and zero cents ($560,000.00). If, at any point during the Term, the State determines that the cost of necessary customization services would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Customization Services via SOW; A.22.	$ 500.00 / per hour

NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Crystal McCarver, Director of Contract Monitoring
Tennessee Department of Education
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Crystal.McCarver@tn.gov
(615) 483-5060

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Education & Office of Districts and Schools;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Crystal McCarver, Director of Contract Monitoring
Tennessee Department of Education
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Crystal.McCarver@tn.gov
(615) 483-5060

The Contractor:

Alicia Stewart
astewart@pcgus.com
545 Mainstream Drive Suite 220
Nashville, TN 37228
Telephone: 615-983-5333
Fax: 855-346-1635

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A - C;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO")

"Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
   i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and
3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million ($3,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in

an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Public Chapter No. 775.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to 33101-22074333136FAF5 (Attachment B) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the

following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 2-4 hours

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to

avoid unacceptable consequences associated with a break in business continuity: 8-12 hours

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.8. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.10. Liquidated Damages. If any of the following occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages").

- The Contractor fails to deliver the initial Project Management Plan within fifteen (15) business days of Contract execution or annually thereafter.
- The Contractor fails to deliver the System by the agreed upon deadline with the State.
- The Contractor fails to provide a functioning user access system.
- The Contractor fails to provide a staging site for testing at least one (1) month prior to implementation or two (2) weeks prior to updates or modifications.
- The Contractor fails to collect data or have data available for access.
- The Contractor fails to employ accurate calculations for reports and data sets.
- The Contractor fails to provide a System that generates the interactive reports specified.
- The Contractor fails to backup data and/or data is lost.
- The Contractor fails to provide an algorithm that correctly identifies records to be reviewed.
- The Contractor fails to provide a functioning process for student record reviews based upon the Protocol.
- The Contractor fails to provide a functioning process to generate Monitoring Results Reports.
- The Contractor fails to provide a functioning process for Corrective Actions to be documented by the LEA.
- The Contractor fails to provide a System that can generate all the records as specified by the State.
- The Contractor fails to maintain a 99.95% uptime on an annual basis, exclusive of agreed upon planned maintenance windows, downtime due to force majeure, or other State approved downtime windows.
- In case of failure, the Contractor fails to restore the system to the defined RPO (Recovery Point Objective) with the RTO (Recovery Time Objective) window.
- The Contractor fails to have all the data completely and accurately transferred by June 1, 2023.

The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment C and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For

the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.13. License. State hereby grants to Contractor the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A.4.e. all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed State Seal and Tennessee Department of Education logo mark:





i. Exclusivity. None.
ii. Territory. Worldwide.

b. Term. Contractor shall begin to use the Property as set out in Contract Section A.4.e and shall cease upon termination of the Contract unless otherwise agreed to herein.

c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Contractor's visitor website, and/or as otherwise set out in Contract 77356, Section A.4.e. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Contractor shall seek prior approval as set out in this Section. The Contractor does not have any rights to use the Property on any consumer products or merchandise rights.

d. Use of Signage and Other Materials. Upon expiration of this License, Contractor shall cease use of the Property on current materials. If this License is terminated earlier then contemplated by this Contract, Contractor and State shall negotiate in good faith the wind up of the License.

e. Sub-licensing. Sub-licensing is not allowed.

f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Contractor's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.

g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:

The State Seal and Tennessee Department of Education logo is a registered trademark and is used under license to the Contractor.

h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Contractor acknowledges that it does not now have and in the future will not assert any right, title or

interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.

i. Royalty Rate. This License shall be royalty free.

IN WITNESS WHEREOF,

PUBLIC CONSULTING GROUP LLC:

DocuSigned by:
William S. Mosakowski
F14683E195471..

1/6/2023

CONTRACTOR SIGNATURE **DATE**

William S. Mosakowski

President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Penny Schwinn_jc

Digitally signed by Penny Schwinn_jc
DN: cn=Penny Schwinn_jc, o, ou, email=joanna.collins@tn.gov, c=US
Date: 2023.01.06 19:54:51 -06'00'

DR. PENNY SCHWINN, COMMISSIONER **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	77356
CONTRACTOR LEGAL ENTITY NAME:	PUBLIC CONSULTING GROUP LLC
EDISON VENDOR IDENTIFICATION NUMBER:	4919

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

DocuSigned by:
William S. Mosakowski
F14688188E195471...

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

William S. Mosakowski President

PRINTED NAME AND TITLE OF SIGNATORY

1/6/2023

DATE OF ATTESTATION

ATTACHMENT B

SAMPLE LETTER OF DIVERSITY COMMITMENT
(NOT APPLICABLE)

ATTACHMENT C
LIQUIDATED DAMAGES

Liquidated Damages Event *Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)*	**Liquidated Damages Amount** *Enter assessed monetary amount if the Liquidated Damages Event occurs (e.g., one thousand dollars ($1,000.00) for each day beyond the deadline that any service deliverable is not completed).*	**Method used to estimate the Liquidated Damages Amount** *Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event.*
1. A.5. Technical Specifications- Contractor's failure to ensure that the Platform availability threshold remains at 99.95% or higher, as measured annually exclusive of agreed upon planned maintenance windows, downtime due to force majeure, or other State approved downtime windows.	The System availability will be measured and assessed annually as needed, for each .05% below the availability threshold of 99.95%, not to exceed the amount of $3,000 for each .05% maintenance standard not met in a Contract year, not to exceed $36,000.	System availability is needed to ensure end users have access to accurate and properly functioning resources within Platform 24 X 7 X 365. Events used to determine availability includes but is not limited to: System available and accessible, proper function of the application, reports, and data system as defined and agreed between Contractor and State, data accessibility, and proper audit trail of records. Any incident which causes System to not function as intended shall count against availability metric until such functions are restored or remediated as agreed.
2. A.7. Project Management Plan and Schedule- The Contractor fails to deliver the initial Project Management Plan within 15 business days of Contract execution or annually thereafter.	$1,500 for each business day beyond the established data for submission that the initial Project Management Plan or annual Project Management Plan is not submitted to the State; not to exceed five (5) business days ($7,500)	The Project Management Plan is imperative to the initial implementation of the System and must be developed before any work can begin. A delay in the submission would result in a delay in the implementation schedule. A delay in the development of the annual Project Management Plan would result in a delay in changes or updates that may be necessary for the functioning of the System, which could result in failing to meet required reporting timelines.
3. A.7. Project Management Plan and Schedule-The Contractor fails to deliver the System by the agreed upon deadline with the State.	$25,000 for each business day beyond the go-live date that the System is not operational; not to exceed five (5) business days ($125,000)	A functioning System is essential to the scope of this Contract. A delay in the implementation of the system would cause a significant disruption to LEAs. The inability

Liquidated Damages Event *Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)*	**Liquidated Damages Amount** *Enter assessed monetary amount if the Liquidated Damages Event occurs (e.g., one thousand dollars ($1,000.00) for each day beyond the deadline that any service deliverable is not completed).*	**Method used to estimate the Liquidated Damages Amount** *Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event.*
		to collect data, create records, and generate reports could produce a lack of compliance with state and federal requirements and potentially result in loss of funding.
4. A.13. Staging and Testing- The Contractor fails to provide a staging site for testing at least one (1) month prior to implementation or two (2) weeks prior to updates or modifications.	$3,000 for each business day beyond the established delivery date that the staging site is not available for testing; not to exceed five (5) business days ($15,000)	The implementation involves a specific timeline, and it is imperative that the System be tested thoroughly before implementation to avoid as many potential problems as possible. A delay in access to the staging site would delay the implementation and updates that impact meeting state and federal reporting requirements.
5. A.10 a. (10) and A.17 Storage-The Contractor fails to backup data and/or data is lost.	$15,000 for each occurrence of data loss or failure to backup data, not to exceed five (5) occurrences ($75,000)	The loss of data/failure to backup data would place a significant financial burden on the State and the LEAs due to the resources needed to reenter the lost data. A disruption in the data could cause issues with distribution of state and local funding and could put such funding at risk.
6. A.11. Compliance Monitoring- The Contractor fails to fulfil its obligation to collect, process, analyze, track, and report both federal and State Monitoring data at both student and LEA levels.	$3,000 for each business day beyond the established delivery date; not to exceed five (5) business days ($15,000)	The Monitoring process is a critical part of federal requirements and any portion of that process that fails or is delayed could produce a lack of compliance with state and federal requirements, including the ability of the State and LEAs to meet the needs of students as required by law, and could potentially result in loss of funding.
7. E.7. Recovery Point Objective - In case of failure, the Contractor fails to restore the system to the defined RPO (Recovery Point Objective) within the RTO (Recovery Time Objective) window.	$550 for each hour Contractor fails to restore the system beyond RTO. For each 24 hr period beyond the RPO, the Contractor shall reduce annual hosting invoice costs by an equal corresponding percentage.	System availability is needed to ensure end users have access to resources within System 24 X 7 X 365.

Liquidated Damages Event *Enter event giving rise to the liquidated damages (attach contract and include contract section references to describe Contractor's required activity or deliverable as applicable)*	**Liquidated Damages Amount** *Enter assessed monetary amount if the Liquidated Damages Event occurs (e.g., one thousand dollars ($1,000.00) for each day beyond the deadline that any service deliverable is not completed).*	**Method used to estimate the Liquidated Damages Amount** *Explain how the liquidated damages amount was selected. Reminder: assessment amounts should be a reasonable estimate of the damages that would occur from the Liquidated Damages Event.*
8. A.14. Data Migration and Continuity-The Contractor fails to have all the data completely and accurately transferred by June 1, 2023.	$65,000 for each business day beyond June 1, 2023, that the data is not transferred due to Contractor's fault; not to exceed five (5) business days or ($325,000)	The transfer of the current data to the new System is vital to the functioning and use of the System. A failure to accurately and completely transfer the data would be a significant disruption to the ability of the State and the LEAs to meet the needs of students as required by law.

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

ENGAGE INSPIRE ACHIEVE

EXHIBIT
tabbies
V F.7.
06-29-23
Corby King
Director of Schools
(Swly BOE Mtg)

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: June 16, 2023

RE: Employee Childcare

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for June 29, 2023, Board meeting.

Request permission to increase the pricing of employee childcare by 15% to cover current expenses.

Tim Martin 6/16/23
Supervisor Date

Director of Schools Date

received
06-16-23 SH

ECC Income 2022-2023

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
BPS	$665.00	$11,686.00	$15,193.00	$13,721.00	$13,304.50	$13,141.50	$14,536.20	$11,451.40	$17,371.00	$13,310.00	$9,751.00	$134,130.60
PSES	$3,293.00	$16,529.50	$15,237.00	$14,171.00	$14,932.00	$16,381.00	$19,635.00	$16,784.30	$13,971.00	$20,760.80	$16,683.00	$168,377.60
												$302,508.20

Employee Child Care Projected Expenses 2022-2023

	July	August	September	October	November	December	January	February	March	April	May	June	Projected totals	budget	difference
189 Other Salary & Wages	1623.08	35195.57	35085.24	22527.1	34016.65	34320.81	37810.98	35765.2	27702.95	32090.88	38118.82	28194.97	362452.25	379,000.00	16,547.75
201 Social Security	91.16	2151.32	2152.72	1377.12	2089.37	2109.45	2324.05	2197.02	1697.69	1969.42	2342.66	1617.83	22119.81	24,800.00	2,680.19
204 State Retirement	58.05	503	513.02	348.71	451.54	464.58	545.56	478.21	394.24	458.3	534.6	400.66	5150.47	10,400.00	5,249.53
206 Life Insurance	2.8	5.6	5.6	5.6	5.6	5.6	4.8	4	4	4	4	4.00	55.6	400.00	344.40
207 Medical Insurance	499.6	1498.8	999.2	999.2	999.2	999.2	1091.2	1091.2	1091.2	1091.2	1091.2	1091.20	12542.4	13,600.00	1,057.60
208 Dental Insurance	6.63	19.82	13.26	13.26	13.26	13.26	13.84	13.84	13.84	13.84	13.84	13.84	162.53	400.00	237.47
210 Unemployment Comp													0	1,200.00	1,200.00
212 Em. Medicare Liability	21.31	503.17	503.48	322.09	488.67	493.36	543.54	513.83	397.02	460.58	547.86	547.66	5342.57	5,800.00	457.43
422 Food Supplies	1194.47	1100.67	291.82	943.56	274.5	296.4	1265.9	685	1264.43	396.49	301.77		8015.01	9,000.00	984.99
509 Refunds														2,000.00	2,000.00
599 Other Charges	51.89	297.73	221.94	564.59	169.71	433.88	105.67	91.48	153.55	351.4	423.25	1006.87	3871.96	15,000.00	11,128.04
790 Equipment	758.1	51.66											809.76	5,000.00	4,190.24
	4307.09	41327.34	39786.28	27101.23	38508.5	39136.54	43705.54	40839.78	32718.92	36836.11	43378	32877.03	420522.36	466,600.00	46,077.64

$420,522.36 Projected Expenses
$302,508.20 Projected Income
$118,014.16

Rate Comparison for Local Child Care Facilities

	infant	1	2	3 (potty trained)	4	5	part time daily NPT	part time daily PT
Child Development Lab	200	200	195	180	180	180	50	50
Creative Learning		170	170	155	155	155	34	31
Jacob's Ladder	175	160	155	145	145	145	42.5	37.5
Jumping Jelly Beans	165	150	150	140	135	125	33	27
Kids Putnam	140	135	125	115	110	110	28	23
Learning Center Early Childhood	195	195	195	185	185	185	39	37
London Bridge	165	165	165	143	143	143	38.33	38.33
Smart Play		165	155	145	145	145	47.5	42.5
Wee Care	175	175	155	145	145	145	40	40
average rate	173.57	167.22	162.77	150.33	149.22	148.11	**38.59**	**36.15**
Current Employee Child Care Rate	140			130			30	25
Proposed rate	160			150			40	35

EXHIBIT
tabbies
IV F.8.
06-29-23
(July BOE Mtg)

Board Agenda Request
For June 29, 2023 Meeting

Date 06/15/2023

Department CTE

Person Submitting Jaclyn Vester

Account Number (if appropriate) N/A

Check one:

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the receipt of the Carl Perkins Reserve Secondary Grant for the 2023/24 school year. The grant will be used to fund the CTE programs at CHS, MHS, UHS and WPA and VITAL schools.

received
06-14-23

Budget

Putnam County (710) Public District - FY 2024 - CTE Perkins Reserve - Rev 0 - Secondary Application

Account Number		Total
71300 - Vocational Education Program		$45,000.00
72130 - Other Student Support		$5,000.00
72230 - Support Services/Vocational Education Program		$0.00
99100 - Transfers Out		$0.00
	Total	$50,000.00
	Adjusted Allocation	$50,000.00
	Remaining	$0.00

EXHIBIT
tabbies
V F.9.
06/29/23
(July BOE Mtg)

PCSS Board Agenda Request

Date: June 13, 2023

Department: Future Ready VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-E-71100-399-01501 at $3900.00 per student

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to enter into an agreement with Accelerate Learning Inc., Anthem, Arizona for online school at-home curriculum for the 2023-2024 school year to be paid from VITAL: 141-71100-399-01501 ($3,900 per student)

received
06-14-23

Education Service Provider Services and License Agreement
Between
Putnam County School System
and
Accelerate Education

Putnam County School System ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("Accelerate") enter into this Master Services and License Agreement (the "**Agreement**") as of the _____ day of _____, 2023.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or except for services listed in Exhibit A, discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, and any Accelerate Intellectual Property (defined below) incorporated therein, which Accelerate may from time to time provide to Customer hereunder (collectively, the **"Licensed Materials"**), and which Customer and Accelerate agree shall be listed in Exhibit A, which is incorporated herein by this reference. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including without limitation, developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Products and Services

Accelerate will provide school services to Customer to support the ("Virtual School Services") described in Exhibit A of this Agreement. This Agreement will authorize Accelerate executive authority to provide Virtual School Services.

Accelerate hereby grants Customer a non-transferable, non-exclusive license during the Term to access and use the Licensed Materials listed in Exhibit D during the Term of this Agreement for Customer's internal business purposes, provided Customer complies with the other restrictions in this Section 3).

Copies of the Licensed Materials created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Licensed Materials themselves. Furthermore, Customer receives no rights to the Licensed Materials other than those specifically granted in this Section 3. Without limiting the generality of the foregoing, Customer receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform the Licensed Materials; (b) sublicense or otherwise transfer any of the rights granted in this Section 3 except as expressly provided herein; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Licensed Materials; or (d) use the Licensed Materials for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Licensed Materials, including without limitation as software-as-a-service. Accelerate grants the license in this Section 3 under copyright and also, solely to the extent necessary to exercise such rights, under patent and any other intellectual property rights. Customer shall use its best efforts to prevent any improper use

of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.

4) Term and Termination

Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue until June 30, 2024. At the end of the Initial Term, this Agreement will automatically renew for succeeding 1-year periods (each, a "Renewal Term") unless either party notifies the other in writing no later than January 1st of the then-current Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure. Upon at least ninety days' prior written notice to Customer, Accelerate may terminate this Agreement in its entirety, without cause, for any or no reason.

Effect of Termination of Instructional Services. Upon termination of the instructional services of the Virtual School Services in Section 3 of this Agreement, the instructional services granted in Section 3 will terminate effective June 30, 2024, Customer shall cease all use of the instructional services. The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Licensed Materials or services rendered before termination; (b) Sections 10 (Confidentiality), 6 (Data Use Restrictions), 13 (Indemnity), 10 (Disclaimer/Limited Liability), and 14 (Dispute Resolution and Arbitration); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

Effect of Termination. Upon termination of this Agreement, the licenses granted in Section 3 will terminate, Customer shall cease all use of the Licensed Materials and delete all copies in its possession or control, and each party shall promptly return any property of the other's. The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Licensed Materials or services rendered before termination; (b) Sections 10 (Confidentiality), 6 (Data Use Restrictions), 13 (Indemnity), 10 (Disclaimer/Limited Liability), and 14 (Dispute Resolution and Arbitration); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in Exhibit B, which is attached hereto, and incorporated herein by this reference. Accelerate may also increase its pricing from time to time due to changes in market conditions. The Parties agree that after the initial 12 months of the Term, Accelerate may increase its standard fee rates specified in Exhibit B upon written notice to Customer; provided that: (a) such increases occur no more frequently than once per contract year of the Term, and (b) the amount of such increase shall not exceed three percent (3%).

Customer is responsible for self-reporting enrollments hosted in Customer's LMS as of September 1, December 1, March 1, and June 1 of each Academic Year. For each of these reporting periods, Customer will account for all students who have been enrolled in the Accelerate program. Reporting will include a unique student ID, date of enrollment, grade level, and subsequent withdraw date where applicable. Customer will also provide course-level enrollment detail for each student, including the course id, course title, enrollment id, enrollment start date, enrollment end date (or withdraw date, where applicable), and enrollment status as of the reporting date.

Accelerate shall invoice Customer for Licensed Materials in Exhibit A based on the self-reported utilization received from Customer. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Data Management and Privacy

Data Ownership and License. Customer hereby grants Accelerate a limited license to reproduce and otherwise manage Customer Data (defined below) during the Term in accordance with this Agreement. ("Customer Data" means all information processed or stored in accordance with this Agreement by Customer or on Customer's behalf. Customer Data includes, without limitation, personal information and other information provided by Customer's customers, students, employees, and other users and by other third parties, other information generated through use of the Licensed Materials by or on Customer's behalf, and copies of all such information rendered onto paper or other non-electronic media).

Use and Disclosure. Accelerate may access and use Customer Data solely as necessary to provide the Licensed Materials to Customer, and unless it receives Customer's prior written consent, Accelerate: (1) shall not access or use Customer Data for any purpose other than to perform its obligations under this Agreement; and (2) shall not "sell" any Customer Data, as such term is defined under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, each as amended from time to time. Notwithstanding the foregoing sentence, Accelerate may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Accelerate shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

Aggregate/Anonymized Data. Notwithstanding the foregoing paragraph (Use and Disclosure), Customer hereby authorizes Accelerate: (1) to Anonymize (as defined below) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymized or aggregated Customer Data for any legal business purpose, including without limitation for distribution to third parties. ("Anonymize" refers to removal of personal information and any information reasonably likely to identify a company or other business entity.)

7) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

FERPA. Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

8) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Customer represents and warrants that it will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of Accelerate or any third-party.

Customer represents and warrants that: (a) it has and will collect any and all Customer Data (defined below) in compliance with all applicable laws, including without limitation laws on privacy, security, and disclosure of personal information; and (b) it has and will obtain such consents as are required by applicable law for Accelerate to access and process the Customer Data as authorized by to this Agreement.

Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials. Notwithstanding the generality of the foregoing, Customer shall comply with its obligations in Exhibit C attached hereto, which is incorporated herein by this reference.

9) Disclaimer; Limited Liability

ASIDE FROM THE EXPRESS WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO ACCELERATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITS OF LIABILITY IN THE PRECEDING SENTENCE ARE CUMULATIVE AND NOT PER-INCIDENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EVEN IF ACCELERATE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. For clarity, and without limiting the generality of the foregoing, Licensed Materials are the Confidential Information of Accelerate. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. Furthermore, Accelerate has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer provides to Accelerate, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Accelerate's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services. Feedback does not include any suggestion or idea to the extent that it solely addresses Customer's products or services.) The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Putnam County School System	Accelerate Education
1400 E Spring St.	3655 W Anthem Way Suite A-109237
Cookeville, TN 38506	Anthem, AZ 85086
Tel: (931) 526-9777	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Accelerate Indemnity: Accelerate shall defend and indemnify Customer against any third party claim, suit, or proceeding ("Claim") arising out of, related to, or alleging infringement or misappropriation of a third party's patent, copyright, trade secret, or other intellectual property right as a result of Customer's authorized use of the Licensed Materials (an "Infringement Claim"). However, Infringement Claims do not include, and Accelerate's obligations in the preceding sentence do not apply to, any claim, suit, or proceeding to the extent that it arises out of, relates to, or alleges:

(v) Customer's breach of this Agreement;

(ii) revisions to the Licensed Materials made without Accelerate's written consent;

(iii) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement or misappropriation, provided Accelerate offered such updates and upgrades without compensation not otherwise required by this Agreement;

(iv) Accelerate's creation or modification of the Licensed Materials in compliance with specifications furnished by Customer; or

(v) use of the Licensed Materials in combination with hardware, software, or other products or services not provided by Accelerate.

Customer Indemnity: Customer shall defend and indemnify Accelerate and Accelerate's officers, directors, employees, shareholders, parents, subsidiaries, successors and assigns against any Claim arising out of, related to, or alleging Customer's breach of its representations, warranties, or obligations under this Agreement.

Procedures for Claims. The indemnified party shall provide prompt notice of any indemnified Claim and reasonably cooperate with indemnitor's defense. Indemnitor will control the defense of any indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if the indemnitor fails to assume the defense on time to avoid prejudicing the defense, the indemnified party may defend the indemnified Claim, without loss of rights pursuant to this Section 13, until indemnitor assumes the defense; and (ii) indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation. Indemnitor's obligations will be excused if either of the following materially prejudices the defense: (A) indemnified party's failure to provide prompt notice of the indemnified Claim; or (B) indemnified party's failure reasonably to cooperate in the defense.

14) Dispute Resolution & Arbitration

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. The exclusive jurisdiction and venue to resolve any disputes is in the Chancery Court of Putnam County, Tennessee. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Tennessee. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Amendment

Except as expressly provided in Section 5), this Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

18) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education

By: _____
Michael Axtman, President/CEO

Putnam County School System

By: _____
Printed Name: _____
Title: _____

Exhibit A
Virtual School Services

Accelerate will provide virtual school services, systems and curriculum such as but not limited to the following:

K-5

Curriculum:

Online courses (up to 5 courses per student/per year)
Client Hosted Canvas learning management system
Supplemental reading program for grades K-3

Physical Materials:

Physical workbooks for core subject areas
Grade-level school supply kits for core subject areas
ELA literature books for grades 4-5

Instructional Services:

Tennessee Certified teacher assigned to each course (up to 5 courses per student/per year)
Asynchronous instructional delivery model with regular opportunities for synchronous support and student assessment.

Student Recruitment Services:

Enrollment microsite with branded school collateral
Lead generation via digital advertising
Lead nurturing
Reputation management
Application process support
Call center support

6-8

Curriculum:

Online courses (up to 6 courses per student/per year)
Client Hosted Canvas learning management system
Physical Materials
ELA literature books for grades 6-8
Textbooks for Advanced Placement courses

Instructional Services:

Tennessee Certified teacher assigned to each course (up to 6 courses per student/per year)
Asynchronous instructional delivery model with regular opportunities for synchronous support

Student Recruitment Services:

Enrollment microsite with branded school collateral
Lead generation via digital advertising
Lead nurturing

Reputation management
Application process support
Call center support

Professional Development

Unlimited access to live and on-demand training webinars and resources for administrators and teachers (Canvas). Includes
Providing virtual administrator training for the program administrators that will be running your day-to-day program
Providing Virtual teacher training for teachers that will be delivering the online courses
Support, Webinars, and PD will be accessible throughout the school year

Exhibit B
Pricing and Payment Schedule

Virtual School Services

Grades K-5
Fees

Grades K-5	Full Year Student	2nd Semester Student	Replacement Student
	$3,981.00	$2,610.00	$870.00

- Full Year Student Licenses include up to 10-semester equivalent courses/ Per Student for the academic school year
- 2nd Semester Student Licenses include up to 5-semester equivalent courses/Per Student for the academic second semester
- Once a student withdraws, the Full Year Student License is open for a Replacement Student

Grades 6-8
Fees

Grades 6-8	Full Year Student	2nd Semester Student	Replacement Student
	$3,809.00	$2,310.00	$420.00

- Full Year Student Licenses include up to 12-semester equivalent courses/ Per Student for the academic school year
- 2nd Semester Student Licenses include up to 6-semester equivalent courses/Per Student for the academic second semester
- Once a student withdraws, the Full Year Student License is open for a Replacement Student

Training

Package Type	Product	Fees
Subscription	Annual Virtual Implementation & PD Package (Canvas)	$2,500

A student will be considered 'active' for purposes of seat licensing once the student has been enrolled into one or more Accelerate courses, except that no seat license will be considered 'active' for an Academic Year until July 15th of the preceding summer.

- Customer will be assessed a Full Year Student Seat License for each student enrolled in the program prior to December 31st of the Academic Year.

- For students enrolled after December 31st of a given Academic Year, Customer will be assessed a 2nd Semester Student Seat License.

- If an enrolled student vacates a Full Year Student Seat License or 2nd Semester Student Seat License during the Academic Year (i.e., due to transfer or withdrawal from the program), the available seat license may be re-assigned to another student for the remainder of the Academic Year. Customer will be assessed a Replacement Student Fee each time a seat license is reassigned.

Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name:_____

Date: _____

Exhibit D
Licensed Materials

ACCELERATE EDUCATION

Elementary School Course Catalog

Language Arts

Language Arts K A&B
Language Arts 1 A&B
Language Arts 2 A&B
Language Arts 3 A&B
Language Arts 4 A&B
Language Arts 5 A&B

Mathematics

Math K A&B
Math 1 A&B
Math 2 A&B
Math 3 A&B
Math 4 A&B
Math 5 A&B

Science

Science K A&B
Science 1 A&B
Science 2 A&B
Science 3 A&B
Science 4 A&B
Science 5 A&B

Social Studies

Social Studies K A&B
Social Studies 1 A&B
Social Studies 2 A&B
Social Studies 3 A&B
Social Studies 4 A&B
Social Studies 5 A&B

Health & P.E.

Health K A&B
Health 1 A&B
Health 2 A&B
Health 3 A&B
Health 4 A&B
Health 5 A&B
Physical Education K A&B
Physical Education 1 A&B
Physical Education 2 A&B
Physical Education 3 A&B
Physical Education 4 A&B
Physical Education 5 A&B

Art

Art Level 1
Art Level 2
Art Level 3
Art Level 4
Arts & Crafts K A&B
Arts & Crafts 1 A&B
Arts & Crafts 2 A&B

Music

Recorders Level 1

Technology

Keyboarding
Minecraft for Kids Command Blocks Scripting
Roblox for Kids
Scratch Coding

School Year 2023-2024

ACCELERATE EDUCATION

Middle School Course Catalog

Language Arts

Language Arts 6 A&B
Language Arts 7 A&B
Language Arts 8 A&B

Mathematics

Math 6 A&B
Math 7 A&B
Math 8 A&B
Algebra 1 A&B

Science

Science 6 A&B
Science 7 A&B
Science 8 A&B
Life Science A&B
Earth & Space Science A&B
Physical Science A&B

Social Studies

Social Studies 6 A&B
Social Studies 7 A&B
Social Studies 8 A&B
MS Geography

World Languages

Spanish 1 A&B
Spanish 2 A&B
French 1 A&B
French 2 A&B
German 1 A&B
German 2 A&B

Electives

Advanced Drawing
Art Appreciation
MS Art Explorations
Basic Drawing
Beginning Painting
Character Education
Computer Basics
Digital Savvy A&B
JavaScript Game Design
JavaScript Tower Defense
Keyboarding
Music Appreciation
Python Multi-Adventure
Roblox Worlds Coding with Lua
Scratch Coding

Health and P.E.

Physical Education
MS Health

Exhibit E to
Non Boycott of Israel Certification

Non-Boycott of Israel Certification

The Contractor certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees.

Signature: _____

Printed Name: Michael Axtman

Title: President and CEO

Date: 6/13/2023

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

By: _____

Printed Name: Michael Axtman

Title: President / CEO

Customer

By: _____

Printed Name: Kim Cravens

Title: Board Chair

06-29-23 (July BOE Mtg)

EXHIBIT
tabbies
V F.10
06-29-23
(July BOE Mtg)

Agreement Between
PUTNAM COUNTY SCHOOL SYSTEM
And
TENNESSEE TECH UNIVERSITY
2023-2024

I. Purpose

The purpose of this agreement is to establish a working collaboration between Putnam County School System and Tennessee Tech University for a VPK Funded Pre-K, in the provision of, or access to, comprehensive services for three and four year old children with a priority admission given to "at-risk" four year old students as defined by the free/reduced income guidelines from the Food and Nutrition Service of the United States Department of Agriculture (USDA), disability, state's custody, and ELL. The guidelines described in this agreement for a pre-kindergarten class of 20 three and four year olds is contingent upon approved state funding.

II. Objective

The objective of the program is to provide comprehensive services for 20 three and four year old children and their families. The program will meet the guidelines of Child Care Standards of Tennessee, as regulated by the Department of Education (DOE) and/or the Department of Human Services (DHS). Priority for enrollment will be given to at-risk 4 year old children, as defined above. To achieve the objective, the parties involved would perform the following:

- Provide a developmental learning program that addresses cognitive, physical, emotional, social, and communication skills.
- Promote family engagement for children enrolled in the program.
- Educate families of students enrolled on available community resources and collaborate with families to attain resources.
- Address physical health, mental health, and nutrition services for students enrolled.

III. Guidelines

Organization of the Program

School Day and Calendar

- Appropriate educational activities will be provided for children for a minimum of 5.5 hours per day (exclusive of nap time) and a minimum of 180 days.
- The program will meet or exceed the Putnam County School System calendar that includes a 200 day work period of the teacher with the following components:
  1. a workday of 7 ½ hours.
  2. a minimum of 180 days with students present.
  3. holidays as defined by TTU.
  4. five in-service days of a minimum of six hours on the scheduled required days.

received
06-26-23

- The program will meet or exceed the Putnam County School System calendar that includes a 200 day work period for the teacher's assistants with the following components:
    1. a workday of 7 hours.
    2. a minimum of 180 days with students present.
    3. ten holidays.
    4. 30 hours of professional development required each year as required by the Tennessee State Dept. of Education.
- Developmental Learning Program.
    1. The developmental learning program will address all areas of a child's development: cognitive, physical, emotional, social, and communication. Learning experiences will be provided in each developmental area and be delivered in an integrated fashion, which provides active learning through exploration and play.
    2. Materials and equipment used will be appropriate in size and complexity to the age of the children. The developmental learning environment will be aligned to the Tennessee Early Childhood Education/Early Learning Development Standards.
- Parent Involvement and Family Services
    1. A pre-enrollment visit will be conducted before or during the Open House conducted at the beginning of the school year.
    2. TTU personnel will be flexible in providing family support.
- Health/Mental Health/Nutrition Services
    1. Screenings (cognitive, dental, hearing, and vision) for the children served via this contracted classroom.
    2. Meal service will include breakfast, lunch, and a snack provided by TTU/CDL.
    3. The special dietary needs of enrolled children will be met upon the reception of a signed physician's statement, and all medical documentation for the special diet must be on file prior to enrollment.
- Services for Children with Disabilities
    1. Law mandates that the Local Education Agency (LEA) is responsible for special educational services to children between the ages of three (3) and twenty-two (22) (speech only). This law will be observed in the enrollment of children in this classroom.
    2. TTU staff will be issued an invitation to an S-Team and/or Individual Education Plan (IEP) meetings for a child in consideration for enrollment or already enrolled in the program.
- Educational Staff and Organization Development
    1. Sufficient qualified staff such that the classroom has a minimum adult: child ratio of 1:10 for three and four year olds at all times, except for scheduled nap times. The maximum class size is 20 children.
    2. Teacher – the teacher will be certified and highly qualified according to state standards, an employee of TTU, and be evaluated per State requirements. The teacher will attend all training to meet the license requirements of TTU and Putnam County School System.
    3. Teacher's Assistant – The teacher's assistant will have a minimum of a high school diploma and passed the required Parapro Assessment and obtain a CDA (Child Development Associate), or have an Associate

Degree in Early Childhood Education as required by the grant. The teacher's assistant will attend all training to meet the license requirements of TTU and Putnam County School System. Teacher Assistants are required to obtain 30 hours of professional development hours each year as required by the State of Tennessee Dept. of Education.

- Recruitment and Enrollment of Students
  1. Students will be recruited from all Putnam County school communities.
  2. All students identified as meeting the income guidelines for free/reduced lunch will be enrolled in the program first.
  3. Additional students will be enrolled based on the following as listed in priority: disability, state's custody, and ELL. Permission may be granted by the state to enroll children from displaced homes, single parent families, and other three and four year old children.
  4. All students will be at least three or four years of age on or before August 15, 2023.
- Facilities and Transportation
  1. The site will pass fire and environmental inspections and be licensed by the State of Tennessee's Department of Human Services/Child Care Licensing Unit (DHS/CCLU).
  2. Parents will provide transportation to and from the program.
  3. TTU will provide transportation services for support of field trips for the children and for parent involvement activities. State vehicle safety standards will be met when providing transportation for children enrolled in the program.

IV. Responsibilities

1. TTU will provide the following:
   - Facilities for the classroom.
   - Staff development required by TTU for all classroom employees covered by this contract.
   - Screenings (cognitive, dental, hearing, and vision) for the children served via this contracted classroom.
   - The opportunity for parents to enroll their children in a "wrap around" child care program.
   - Capital improvements and maintenance to the playgrounds, as needed.
   - Capital improvements and maintenance to classrooms and restrooms, as needed.
2. Putnam County School System will provide the following:
   - Reimbursement for the salary of and benefits as corresponds with TTU policy of one certified/highly qualified teacher and one highly qualified teacher's assistant.
   - Reimbursement for furniture for the classroom.
   - Reimbursement for curriculum and instructional supplies (consumable and non-consumable).
   - Reimbursement for classroom related expenses.
   - Special Education services (speech services only).

V. The effective date and term of this agreement shall be from July 1, 2023 through June 30, 2024.

VI. Either party may terminate this agreement by giving written notice to the other at least 90 days before the effective date of termination.

VII. The Putnam County School System and TTU are Equal Opportunity Employers and do not discriminate in the admission or access to, and participation or employment in, its programs and activities. The parties, therefore, agree that the following shall be essential terms and conditions of this Agreement:

The parties agree to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations of each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

VIII. This agreement requires multiple fiscal funding and as such, is subject to allotment of Federal and State funds.

Parties are in agreement as indicated by their signatures.

IX. Maximum amount not to exceed $89,142.00.

Corby R. King, Director
Putnam County School System

Dr. Lisa Zagumny, Dean
College of Education

Diana Wood, PreK-4th Gr. Supervisor
Putnam County School System

Dr. Philip Oldham, President
Tennessee Technological University

Putnam County School System
Board of Education Chairman

FY24 Consolidated Application Approval for IDEA/ESEA
School Year 2023-24

LEA # 710 LEA Name (Legal Name of Agency: Putnam County School System

LEA #	*LEA Name (Legal Name of Agency):*
710	Putnam County School System

LEA Legal Making Address

Street
Address 1400 E. Spring St

City Cookeville State TN Zip 38506

Consolidated Project begins July 1, 2023 and ends June 30, 2024.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.
The Board of Education has reviewed and approved this project year application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

June 29, 2023
Board Meeting Date

Director of Schools (Signature)	Board of Education Official (Signature)
Corby King Director of Schools (Print Name)	Kim Cravens Board of Education Official (Print Name)
Date Signed	Date Signed



Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Consolidated Admin Pool

Indirect Cost	
Total Contributing to Indirect Cost	$365,700.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$14,538.10

Filter by Location: All - $365,700.00

Account Number	72210 - Support Services/Regular Instruction Program	Total
Line Item Number		
105 - Supervisor / Director	100,970.00	100,970.00
161 - Secretary(s)	85,000.00	85,000.00
189 - Other Salaries & Wages	71,300.00	71,300.00
201 - Social Security	17,400.00	17,400.00
204 - Pensions	24,950.00	24,950.00
206 - Life Insurance	160.00	160.00
207 - Medical Insurance	35,300.00	35,300.00
208 - Dental Insurance	400.00	400.00
210 - Unemployment Compensation	225.00	225.00
212 - Employer Medicare	3,735.00	3,735.00
355 - Travel	2,000.00	2,000.00
399 - Other Contracted Services	12,400.00	12,400.00
499 - Other Supplies and Materials	2,000.00	2,000.00
524 - In-Service / Staff Development	9,860.00	9,860.00
Total	365,700.00	365,700.00
	Adjusted Allocation	365,700.00
	Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A

Indirect Cost	
Total Contributing to Indirect Cost	$3,066,683.46
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$125,464.11

Filter by Location: All - $3,533,246.22

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
116 - Teachers	1,067,797.00				1,067,797.00
163 - Educational Assistants	365,375.00		0.00		365,375.00
189 - Other Salaries & Wages	0.00	0.00	389,105.00		389,105.00
195 - Certified Substitute Teachers	31,092.00		0.00		31,092.00
198 - Non-certified Substitute Teachers	22,046.00		0.00		22,046.00
201 - Social Security	88,944.00	0.00	34,069.00		123,013.00
204 - Pensions	89,004.00	0.00	38,140.00		127,144.00
206 - Life Insurance	1,640.00	0.00	300.00		1,940.00
207 - Medical Insurance	637,191.00	0.00	90,850.00		728,041.00
208 - Dental Insurance	6,560.00	0.00	1,200.00		7,760.00
210 - Unemployment Compensation	2,430.00	0.00	450.00		2,880.00
212 - Employer Medicare	21,738.00	0.00	7,990.00		29,728.00
355 - Travel		0.00	11,500.00		11,500.00
399 - Other Contracted Services	0.00	0.00	15,500.00		15,500.00

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
429 - Instructional Supplies & Materials	22,253.00				22,253.00
471 - Software	12,760.00	0.00			12,760.00
499 - Other Supplies and Materials	0.00	0.00	21,198.00		21,198.00
504 - Indirect Cost				89,314.76	89,314.76
524 - In-Service / Staff Development		0.00	46,719.00		46,719.00
599 - Other Charges	0.00	35,832.46	5,000.00		40,832.46
722 - Regular Instruction Equipment	267,451.00				267,451.00
790 - Other Equipment		0.00	109,797.00		109,797.00
Total	2,636,281.00	35,832.46	771,818.00	89,314.76	3,533,246.22
				Adjusted Allocation	3,533,246.22
				Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part A-Neglected

Indirect Cost	
Total Contributing to Indirect Cost	$25,843.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$1,053.16

Filter by Location: All - $27,971.87

Account Number / Line Item Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
163 - Educational Assistants	17,440.00	0.00		17,440.00
189 - Other Salaries & Wages	2,780.00	0.00		2,780.00
201 - Social Security	1,082.00	0.00		1,082.00
204 - Pensions	1,247.00	0.00		1,247.00
212 - Employer Medicare	294.00	0.00		294.00
429 - Instructional Supplies & Materials	1,100.00			1,100.00
499 - Other Supplies and Materials	0.00	900.00		900.00
504 - Indirect Cost			648.87	648.87
524 - In-Service / Staff Development		1,000.00		1,000.00
722 - Regular Instruction Equipment	1,480.00			1,480.00
Total	25,423.00	1,900.00	648.87	27,971.87
			Adjusted Allocation	27,971.87
			Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part C

Indirect Cost	
Total Contributing to Indirect Cost	$7,034.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$283.62

Filter by Location: All - $7,134.43

Account Number / Line Item Number	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
189 - Other Salaries & Wages	5,695.00		5,695.00
201 - Social Security	394.00		394.00
204 - Pensions	550.00		550.00
212 - Employer Medicare	95.00		95.00
355 - Travel	300.00		300.00
504 - Indirect Cost		100.43	100.43
Total	7,034.00	100.43	7,134.43
		Adjusted Allocation	7,134.43
		Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title I, Part D LEA

Indirect Cost	
Total Contributing to Indirect Cost	$19,936.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$795.75

Filter by Location: All - $20,016.79

Account Number / Line Item Number	71100 - Regular Instruction Program	99100 - Transfers Out	Total
169 - Part-time Personnel	14,380.00		14,380.00
201 - Social Security	892.00		892.00
204 - Pensions	1,016.00		1,016.00
206 - Life Insurance	10.00		10.00
207 - Medical Insurance	3,373.00		3,373.00
208 - Dental Insurance	40.00		40.00
210 - Unemployment Compensation	15.00		15.00
212 - Employer Medicare	210.00		210.00
504 - Indirect Cost		80.79	80.79
Total	19,936.00	80.79	20,016.79
		Adjusted Allocation	20,016.79
		Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title II, Part A

Indirect Cost	
Total Contributing to Indirect Cost	$378,005.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$15,626.05

Filter by Location: All - $393,066.97

Account Number / Line Item Number	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
189 - Other Salaries & Wages	229,560.00		229,560.00
201 - Social Security	14,235.00		14,235.00
204 - Pensions	14,190.00		14,190.00
206 - Life Insurance	120.00		120.00
207 - Medical Insurance	43,800.00		43,800.00
208 - Dental Insurance	480.00		480.00
210 - Unemployment Compensation	180.00		180.00
212 - Employer Medicare	3,340.00		3,340.00
355 - Travel	4,500.00		4,500.00
399 - Other Contracted Services	15,000.00		15,000.00
499 - Other Supplies and Materials	11,800.00		11,800.00
504 - Indirect Cost		15,061.97	15,061.97
524 - In-Service / Staff Development	38,800.00		38,800.00
599 - Other Charges	2,000.00		2,000.00
Total	378,005.00	15,061.97	393,066.97
		Adjusted Allocation	393,066.97
		Remaining	0.00

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title III

Indirect Cost	
Total Contributing to Indirect Cost	$106,239.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$4,225.56

Filter by Location: All - $106,292.43

Account Number / Line Item Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
163 - Educational Assistants	57,085.00	0.00			57,085.00
195 - Certified Substitute Teachers	920.00	0.00			920.00
198 - Non-certified Substitute Teachers	950.00	0.00			950.00
201 - Social Security	3,534.00	0.00	0.00		3,534.00
204 - Pensions	4,051.00	0.00	0.00		4,051.00
206 - Life Insurance	80.00	0.00	0.00		80.00
207 - Medical Insurance	6,100.00	0.00	0.00		6,100.00
208 - Dental Insurance	320.00	0.00	0.00		320.00
210 - Unemployment Compensation	120.00	0.00	0.00		120.00
212 - Employer Medicare	828.00	0.00	0.00		828.00
330 - Operating Lease Payments	0.00	0.00	6,500.00		6,500.00
504 - Indirect Cost				53.43	53.43
524 - In-Service / Staff Development		7,751.00	0.00		7,751.00
599 - Other Charges	0.00	18,000.00	0.00		18,000.00

Account Number Line Item Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	72710 - Transportation	99100 - Transfers Out	Total
Total	73,988.00	25,751.00	6,500.00	53.43	106,292.43
				Adjusted Allocation	106,292.43
				Remaining	0.00

Budget Overview

Putnam County (710) Public District - FY 2024 - Consolidated - Rev 0 - Title IV

Indirect Cost	
Total Contributing to Indirect Cost	$303,758.00
Indirect Cost Rate	4.14%
Maximum Allowed for Indirect Cost	$12,079.65

Filter by Location: All - $303,858.73

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
130 - Social Workers		95,050.00			95,050.00
189 - Other Salaries & Wages	0.00	0.00	88,808.00		88,808.00
201 - Social Security	0.00	2,368.00	5,509.00		7,877.00
204 - Pensions	0.00	2,994.00	6,365.00		9,359.00
206 - Life Insurance	0.00	0.00	40.00		40.00
207 - Medical Insurance	0.00	0.00	15,900.00		15,900.00
208 - Dental Insurance	0.00	0.00	160.00		160.00
210 - Unemployment Compensation	0.00	0.00	60.00		60.00
212 - Employer Medicare	0.00	1,379.00	1,289.00		2,668.00
355 - Travel		0.00	1,000.00		1,000.00
399 - Other Contracted Services	0.00	0.00	54,000.00		54,000.00
471 - Software	23,836.00				23,836.00
499 - Other Supplies and Materials	0.00	0.00	1,000.00		1,000.00
504 - Indirect Cost				100.73	100.73

Account Number / Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	99100 - Transfers Out	Total
524 - In-Service / Staff Development		1,000.00	3,000.00		4,000.00
Total	23,836.00	102,791.00	177,131.00	100.73	303,858.73
				Adjusted Allocation	303,858.73
				Remaining	0.00

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VF11 ☆ FY24 Consolidated Application

VA11 ☆ Purchase of Houghton Mifflin Harcourt for **Read 180 and Math 180** per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933.

VA12 ☆ Purchase of Curriculum Associates for **i-Ready** per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933.

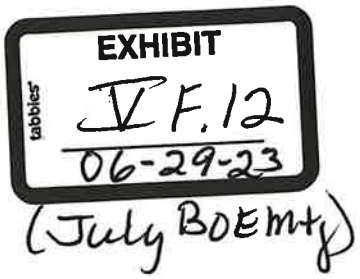
VF.12 ☆ Approval for renewal of **Title I Crate** from **806 Technologies** per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011.

VA13 ☆ Purchase of **CERT** (College Equip Readiness Tool) of **ePrep Inc.**, Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933.

VF13 ☆ Approval for renewal of **TransACT** Parent Notices in the amount of $9,996.00 whereas $4,998.00 will be paid from 142-72210-399-101 and $4,998.00 will be paid from 142-72210-399-301.

VA.14 ☆ Approval for renewal of Platform, Strategies and Math from **ELLevation** (Curriculum Associates) per cooperative purchasing group Allied States # 22-7436 in the amount of $25,770.83 per contract where **$7,901.04** will be paid from 142-72210-399-101 and **$7,901.04** will be paid from 142-72210-599-301 and $9,968.75 will be paid from general funds.

VF.15 ☆ Approval for renewal of **Rosetta Stone** in the amount of $8,100.00 whereas $4,050.00 will be paid from 142-72210-399-101 and $4,050.00 will be paid from 142-72210-399-301.



806 TECHNOLOGIES, INC.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

Quote

ADDRESS
Bridgett Carwile
Putnam County School District (TN)
1400 E. Spring St.
Cookeville, TN 38506

QUOTE # 1721
DATE 02/14/2023

ACTIVITY	QTY	RATE	AMOUNT
Title 1 Crate:Title1Crate - District - Renewal Crate for Federal Programs Documentation - District	1	550.00	550.00
Title 1 Crate:Title1Crate - Campus - Renewal Crate for Federal Programs Documentation - Campus	22	550.00	12,100.00

This estimate is for the 2023-24 school year.

TOTAL **$12,650.00**

Accepted By

Accepted Date

Menu

BuyBoard Vendor Contract Information Summary

Vendor	806 Technologies, Inc.
Contact	Steve Laughter
Phone	8773316160
Email	accounting@806technologies.com
Vendor Website	www.806technologies.com
TIN	27-1264440
Address Line 1	5760 Legacy Dr., Ste B3-176
Vendor City	Plano
Vendor Zip	75024
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Technology Equipment, Products, Services and Software
Contract No.	661-22
Effective	01/01/2022
Expiration	12/31/2024
Accepts RFQs	Yes
Quote Reference Number	661-22

Renewal

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

November 18, 2022

Sent via email to: accounting@806technologies.com

Steve Laughter
806 Technologies, Inc.
5760 Legacy Dr., Ste B3-176
Plano TX 75024

Re: Technology Equipment, Products, Services and Software
BuyBoard Contract 661-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Technology Equipment, Products, Services and Software, Contract 661-22 effective January 1, 2022 through December 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through December 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is **nothing you need to do**. However, if you do not agree to this renewal, you must notify me via email at melonie.perry@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at melonie.perry@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Melonie Perry

Melonie Perry
Contract Administrator

1st renewal v.02.13.2020

original

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 11, 2021

Sent Via Email: accounting@806technologies.com

Steve Laughter
806 Technologies, Inc.
5760 Legacy Dr., Ste. B3-176
Plano, TX 75024

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 661-22, Technology Equipment, Products, Services and Software

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of January 1, 2022 through December 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 661-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

BuyBoard National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

October 11, 2021

Sent Via Email: accounting@806technologies.com

Steve Laughter
806 Technologies, Inc.
5760 Legacy Dr., Ste. B3-176
Plano, TX 75024

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 661-22, Technology Equipment, Products, Services and Software

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of January 1, 2022 through December 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 661-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing,Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

12007 Research Boulevard · Austin, Texas 78759-2439 · PH: 800-695-2919 · buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Technology Equipment, Products, Services and Software

Proposal Due Date/Opening Date and Time: July 22, 2021 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 661-22

Anticipated Cooperative Board Meeting Date: October 2021

Contract Term: January 1, 2022 through December 31, 2022 with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

806 Technologies, Inc.	07/21/2021
Name of Proposing Company	Date
5760 Legacy Dr., STE B3-176	Steve Laughter Digitally signed by Steve Laughter Date: 2021.07.21 19:53:59 -05'00'
Street Address	Signature of Authorized Company Official
Plano, TX 75024	Steve Laughter
City, State, Zip	Printed Name of Authorized Company Official
877-331-6160, ext. 110	Accounting Director
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
469-814-8210	27-1264440
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: SKL

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: SKL

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: SKL

NO ISRAEL BOYCOTT CERTIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

Initial: SKL

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

– None –

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: SKL

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

-- None --

Initial: SKL

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: SKL

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

806 Technologies Inc.'s: Price Sheets

(Attach additional sheets if needed.)

Initial: SKL

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: 806 Technologies Inc. developed our own proprietary software for schools and school districts. All of our software is copyrighted.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: SKL

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** SKL

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SKL

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SKL

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: SKL

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

806 Technologies, Inc.

Company Name

Steve Laughter Digitally signed by Steve Laughter Date: 2021.07.21 19:55:05 -05'00'

Signature of Authorized Company Official

Steve Laughter, Accounting Director

Printed Name and Title

7/21/2021

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: 806 Technologies, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 27-1264440

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

806 Technologies, Inc.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
806 Technologies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5760 Legacy Dr., Suite B3-176

Requester's name and address (optional)

6 City, state, and ZIP code
Plano, TX 75024

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	7	–	1	2	6	4	4	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Steve Speight | **Date ▶** 1/6/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 308,000. (The period of the 12-month period is 7/1/2020 / 7/1/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N	Yes, June 2018 to June 2019	Software
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	Y		Software

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10% **Proposed Discount (%):** 10%

Explanation: N/A

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Aldine ISD	Craig Mullenix	(281) 449-1011	scmullenix@aldineisd.org	BuyBoard Price	88 Title1Crate licenses
2.	Spring Branch ISD	Claudia Hernandez	(713) 464-151	claudia.hernandez@springbranchisd.com	BuyBoard Price	49 Plan4Learning licenses
3.	Bryan ISD	Claudia Ybarra	(979) 209-1000	barbara.ybarra@bryanisd.org	BuyBoard Price	22 Plan4Learning licenses
4.	El Paso ISD	Helene Gonzalez	(915) 230-2000	hmmurgui@episd.org	BuyBoard Price	85 Title1Crate licenses
5.	Houston ISD	Paulette Caston	(713) 556-6000	pcaston@houstonisd.org	BuyBoard Price	280 Plan4Learning licenses

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Some customers that started with us years ago may be at a lower price. There are a few small school districts that we work with that cannot afford the full price.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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Cooperative Purchasing

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Page 27 of RFP, Company Profile

Submit your company profile in a separate Word format, with your Proposal

806 Technologies, Inc. is an education software company dedicated to creating a world of innovative schools by streamlining administrative paperwork. 806 Technologies offers LEA administrators a full suite of software solutions, including Plan4Learning, Title1Crate, Crate, TIP, and TELP. Our educators provide professional development on improvement planning, strategic planning, and our products to free up more time in administrators' days so that they can get back to focusing on what matters most - their students.

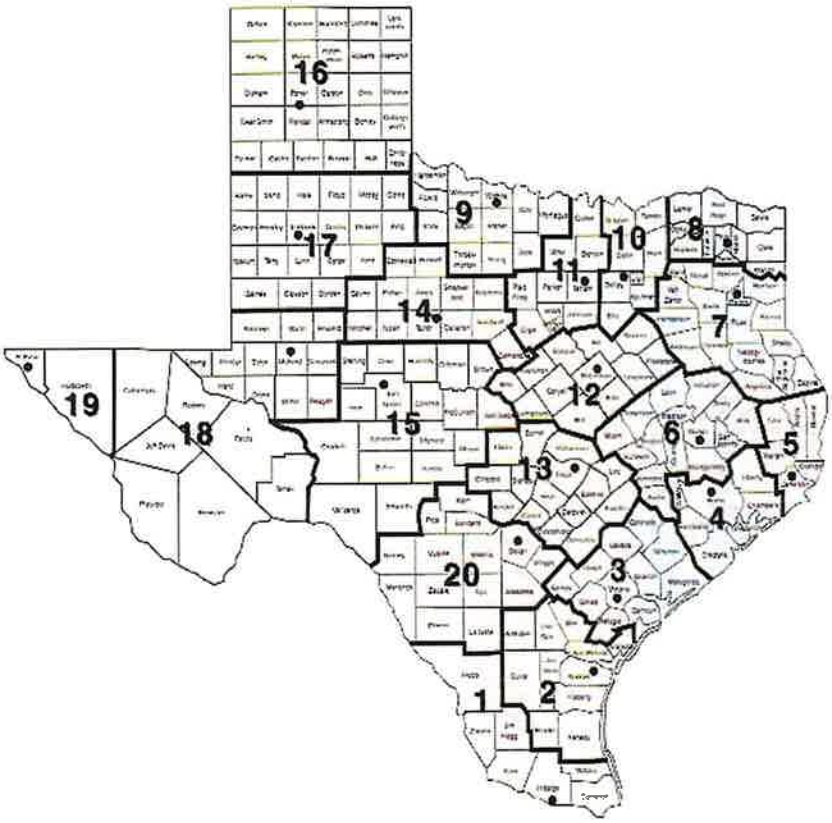
806 Technologies wants to be your trusted partner for all your planning and compliance software needs. We're committed to seeing your LEA improve, your administrators succeed, and your students thrive.

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

806 Technologies, Inc.
Name of Vendor

Steve Laughter Digitally signed by Steve Laughter Date: 2021.07.21 19:55:55 -05'00'
Signature of Authorized Company Official

BuyBoard RFP 661-22
Proposal Invitation Number

Steve Laughter
Printed Name of Authorized Company Official

7/21/2021
Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
-- None --	-- N/A --	

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

-- None --	-- N/A--
Designated Dealer Name	Designated Dealer Contact Person
Designated Dealer Address	
City	State / Zip
Phone Number	Fax Number
Email address	Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

806 Technologies, Inc. has been in business since 2007 (14 years).

806 Technologies, Inc. is not for sale or is involved in any transaction that would significantly alter our business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Since inception in 2007, 806 Technologies has the personnel, expertise, and management to continually provide complete up-to-date web-based software for school districts. 806 Technologies has 33 employees that maintain and continuously update the software, provide software training, custom support (e.g. Live Chat), develop new software, run quality assurance checks/tests, provide estimates, invoices, market our products and services, and provide management oversight.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

-- See Marketing Strategy attachment --

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Page 34 of RFP, Question 3 - Marketing Strategy

For you Proposal to be considered, you must submit the Marketing Strategy you will use is if the BuyBoard Cooperative accepts all or part of you Proposal.

(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)

806 Technologies has a dedicated Marketing Department responsible for all our marketing strategy and execution. Our marketing strategy is a customer-centric, value-focused hybrid model of both traditional and digital marketing efforts.

We employ regional territory sales representatives who are responsible for business development and developing deep partnerships with school districts across the United States. Our Marketing Department has educated all our sales representatives on BuyBoard on the previous contract.

Our marketing and sales teams will provide the BuyBoard information as a valuable resource for school districts to utilize as our teams' prospect, conduct demos/webinars, attend onsite meetings, provide quotes and negotiate final sales opportunities. We will also promote our BuyBoard approved vendor status at conferences and Zoom events.

We have experienced great success with BuyBoard and look forward to continuing both organizations success together.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

806 Technologies is in excellent financial health and is fully capable to perform the contract. 806 Technologies is well-capitalized and has no debt. 806 Technologies is fully insured (more detailed information is available by request).

Neither the company, or any of the firm's owners have a debtor party to a bankruptcy, receivership or insolvency in the past 7 years.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

-- None --

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

-- None --

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

-- None --

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: -- N/A ---

Signature of Vendor Authorized Representative

Printed Name: -- N/A --

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor must list one specific percentage discount for each manufacturer listed.

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Computer Hardware and Equipment** (desktops, laptops, tablets, equipment, supplies, and related products).
2. Discount (%) off catalog/pricelist for **Printers, Scanners, Digital Press and Related Products**.
3. Discount (%) off catalog/pricelist for **Smart Boards, Projectors, Document Cameras and Related Products.**
4. Discount (%) off catalog/pricelist for **Network Hardware and Related Products** (servers, routers, switches, equipment, supplies, and related products).
5. Discount (%) off catalog/pricelist for **Cabling and Related Products** (equipment, supplies, and related products).
6. Discount (%) off catalog/pricelist for **Digital Signage and Related Products** (equipment, supplies, and related products).
7. Discount (%) off catalog/pricelist for **Technology Supplies and Related Products.**
8. Discount (%) off catalog/pricelist for **Technology Repair Parts.**
9. Discount (%) off catalog/pricelist for **All Other Technology Related Products and Services.**
10. Discount (%) off catalog/pricelist for **Electronic Asset Recovery and Disposal Services.**
11. Discount (%) off catalog/pricelist for **Technology Related Maintenance Agreements.**

NOTE 2: Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription basis and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Section II: Software as a Product (SaaP) and Services

12. Discount (%) off catalog/pricelist for **Admission Ticket Tracking Software.**
13. Discount (%) off catalog/pricelist for **Bill Pay Software and Technology.**
14. Discount (%) off catalog/pricelist for **Business/Office Software.**
15. Discount (%) off catalog/pricelist for **Desktop/Web Publishing Software.**
16. Discount (%) off catalog/pricelist for **Instructional Software.**
17. Discount (%) off catalog/pricelist for **Specialty Software Products** (school transportation routing software, and related products).
18. Discount (%) off catalog/pricelist for **Imaging and Deployment Software Services.**
19. Discount (%) off catalog/pricelist for **Cloud Storage, Hosting and Related Software Services.**
20. Discount (%) off catalog/pricelist for **Archive, Email, Data Migration and Related Services.**
21. Discount (%) off catalog/pricelist for **Software Support Maintenance Agreements.**

Section III: Telecommunication Products and Supplies

22. Discount (%) off catalog/pricelist for **Telecommunication Products (PURCHASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
23. Discount (%) off catalog/pricelist for **Telecommunication Products (LEASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
24. Discount (%) off catalog/pricelist for **Telecommunication Services** (broadband data plans; internet service, mobile cell booster and related services).
25. Discount (%) off catalog/pricelist for **Telecommunication Repair Parts.**
26. Discount (%) off catalog/pricelist for **Telecommunication Related Maintenance and/or Service Agreements.**

Section IV: Training, Installation and Repair Service

27. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products** - **not to exceed** hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.
28. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products - not to exceed** hourly labor rate for Technology Equipment and Related Products.
29. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Software Products - not to exceed** hourly labor rate for Software Products.
30. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Telecommunication Products and Supplies** - **not to exceed** hourly labor rate for Telecommunication Products and Supplies.
31. **Hourly Labor Rate for Website Design and Programming** - **not to exceed** hourly labor rate for Website Design and Programming.
32. **Hourly Labor Rate for All Types of IT Position(s)** (Manager, Supervisor and Service Technician) - **not to exceed** hourly labor rate for All Types of IT Position(s).

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Israel Boycott Certification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

806 Technologies, Inc. Information

Address: 5760 Legacy Drive Suite B3-176
Plano, TX 75024
Phone: (877) 331-6160
Fax: (469) 467-9460
Toll Free: (877) 331-6160
Web Address: www.806Technologies.com, Plan4Learning.com, Title1Crate.com, IncidentReporter.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Steve Laughter
Signature

accounting@806technologies.com
Email

Submitted at 7/22/2021 1:22:47 PM

Requested Attachments

BuyBoard Proposal Invitation No. 661-22 for Technology Equipment, Products, Services and Software — Proposal-No-661-22 _ Final.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Price List _ 2022 Calendar Year.pdf

REQUIRED-In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — *No response*

In PDF format, vendor shall attach detailed information including exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Company Profile - 806 Technologies.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9 _ 2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Marketing Strategy.pdf

Marketing Strategy, Page 34-A of the Proposal

Logo - 806 Technologies.png

Logo, 806 Technologies, PNG File

Bid Attributes

1 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

2 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

3 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

4 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

5 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

6 Women Owned Business

Women Owned Business

☐ *Women Owned Business (Yes)*

7 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

8 **Certification Number**

Certification Number

No response

9 **Name of Certifying Agency**

Certifying Agency

No response

10 **Non-MWBE/HUB**

My company has NOT been certified as a MWBE/HUB

☑ Non-HUB (Yes)

11 **Vendor General Contact Information**

Proposal/Contract General Contact Information

12 **Vendor Proposal/Contract Contact Name**

Vendor Proposal/Contract Contact Name

Steve Laughter

13 **Vendor Proposal/Contract Contact E-mail Address**

Vendor Proposal/Contract Contact E-mail Address

accounting@806technologies.com

14 **Vendor Proposal/Contract Mailing Address**

Vendor Proposal/Contract Mailing Address

5760 Legacy Dr., STE B3-176

15 **Vendor Proposal/Contact Mailing Address - City**

Vendor Proposal/Contact Mailing Address - City

Plano

16 **Vendor Proposal/Contact Mailing Address - State**

Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)

TEXAS

17 **Vendor Proposal/Contact Mailing Address - Zip Code**

Vendor Proposal/Contact Mailing Address - Zip Code

75024

18 **Vendor Proposal/Contact Phone Number**

Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx)

8773316160

19 **Vendor Proposal/Contact Extension Number**

Vendor Proposal/Contact Extension Number

Ext. 3

20 **Company Website**

Company Website (www.XXXXX.com)

www.806technologies.com

21 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

22 **Purchase Order E-mail Address**

Purchase Order E-mail Address

accounting@806technologies.com

23 **Purchase Order Contact Name**

Purchase Order Contact Name

Steve Laughter

24 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

8773316160

25 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

Ext. 3

26 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

mhailey@806technologies.com

27 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Mark Hailey

28 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

8773316160

29 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

Ext. 104

30 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

31 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

32 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

accounting@806technologies.com

33 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Steve Laughter

34 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8773316160

35 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

Ext. 3

36 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

mhailey@806technologies.com

37 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Mark Hailey

38 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

8773316160

39 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

Ext. 104

40 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

41 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

42 **Invoice Company Name**

Invoice Company Name

806 Technologies, Inc.

43 **Invoice Company Department Name**

Invoice Company Department Name

Accounting

44 **Invoice Contact Name**

Invoice Contact Name

Steve Laughter

45 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

5760 Legacy Dr., STE B3-176

46 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Plano

47 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

48	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 75024
49	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 8773316160
50	**Invoice Contact Extension Number** Invoice Contact Extension Number Ext. 3
51	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 469-814-8210
52	**Invoice Contact E-mail Address** Invoice Contact E-mail accounting@806technologies.com
53	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address ClayL@806technologies.com
54	**Billing Agent Company Name** Billing Agent Company Name 806 Technologies, Inc.
55	**Billing Agent Department Name** Billing Agent Department Name Accounting
56	**Billing Agent Contact Name** Billing Agent Contact Name Steve Laughter
57	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) 5760 Legacy Dr., Suite B3-176,
58	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City Plano
59	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) TX

60 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

75078

61 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

8773316160

62 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

Ext 3

63 **Billing Agent Fax Number**

Billing Agent Fax Number

469-814-8210

64 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

accounting@806technologies.com

65 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

ClayL@806technologies.com

66 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

67 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 days

68 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

None

69 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

N/A

70 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

71 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

72 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

73 **Company Name**

Company Name

806 Technologies, Inc.

74 **Texas Regional Service Designation**

Select only one of the following options. If you select **"I will NOT serve all Regions of Texas"**, you must then check the individual Regions you wish to serve.

All Regions

75 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

76 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

77 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

78 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

79 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

80	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
81	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
82	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
83	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
84	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
85	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
86	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
87	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
88	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
89	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
90	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
91	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*

92 **Region 18**

Region 18 - Midland

☐ *Region 18 (18)*

93 **Region 19**

Region 19 - El Paso

☐ *Region 19 (19)*

94 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

95 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.

96 **Company Name**

Company Name

806 Technologies, Inc.

97 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

All States

98 **Alabama**

Alabama

☐ *Alabama (AL)*

99 **Alaska**

Alaska

☐ *Alaska (AK)*

100	**Arizona** Arizona ☐ *Arizona (AZ)*
101	**Arkansas** Arkansas ☐ *Arkansas (AR)*
102	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
103	**Colorado** Colorado ☐ *Colorado (CO)*
104	**Connecticut** Connecticut ☐ *Connecticut (CT)*
105	**Delaware** Delaware ☐ *Delaware (DE)*
106	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
107	**Florida** Florida ☐ *Florida (FL)*
108	**Georgia** Georgia ☐ *Georgia (GA)*
109	**Idaho** Idaho ☐ *Idaho (ID)*
110	**Illinois** Illinois ☐ *Illinois (IL)*
111	**Indiana** Indiana ☐ *Indiana (IN)*

112	**Iowa** Iowa ☐ *Iowa (IA)*
113	**Kansas** Kansas ☐ *Kansas (KS)*
114	**Kentucky** Kentucky ☐ *Kentucky (KY)*
115	**Louisiana** Louisiana ☐ *Louisiana (LA)*
116	**Maine** Maine ☐ *Maine (ME)*
117	**Maryland** Maryland ☐ *Maryland (ME)*
118	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
119	**Michigan** Michigan ☐ *Michigan (MI)*
120	**Minnesota** Minnesota ☐ *Minnesota (MN)*
121	**Mississippi** Mississippi ☐ *Mississippi (MS)*
122	**Missouri** Missouri ☐ *Missouri (MO)*
123	**Montana** Montana ☐ *Montana (MT)*

124	**Nebraska** Nebraska ☐ *Nebraska (NE)*
125	**Nevada** Nevada ☐ *Nevada (NV)*
126	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
127	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
128	**New Mexico** New Mexico ☐ *New Mexico (NM)*
129	**New York** New York ☐ *New York (NY)*
130	**North Carolina** North Carolina ☐ *North Carolina (NC)*
131	**North Dakota** North Dakota ☐ *North Dakota (ND)*
132	**Ohio** Ohio ☐ *Ohio (OH)*
133	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
134	**Oregon** Oregon ☐ *Oregon (OR)*
135	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*

136	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
137	**South Carolina** South Carolina ☐ *South Carolina (SC)*
138	**South Dakota** South Dakota ☐ *South Dakota (SD)*
139	**Tennessee** Tennessee ☐ *Tennessee (TN)*
140	**Texas** Texas ☐ *Texas (TX)*
141	**Utah** Utah ☐ *Utah (UT)*
142	**Vermont** Vermont ☐ *Vermont (VT)*
143	**Virginia** Virginia ☐ *Virginia (VA)*
144	**Washington** Washington ☐ *Washington (WA)*
145	**West Virginia** West Virginia ☐ *West Virginia (WV)*
146	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
147	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Computer Hardware and Equipment** (desktops, laptops, tablets, equipment, supplies, and related products). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

2 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Printers, Scanners, Digital Press and Related Products**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

3 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Smart Boards, Projectors, Document Cameras and Related Products**. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

4 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Network Hardware and Related Products (servers, routers, switches, equipment, supplies, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

5 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Cabling and Related Products (equipment, supplies, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

6 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Digital Signage and Related Products (equipment, supplies, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

7 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Technology Supplies and Related Products.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

8 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Technology Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

9 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Other Technology Related Products and Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

10 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Electronic Asset Recovery and Disposal Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

11 **Section I: Equipment, Products, and Supplies**- Discount (%) off catalog/pricelist for **Technology Related Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

12 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Admission Ticket Tracking Software.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

No response

13	**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Bill Pay Software and Technology.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

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Item Attributes

1. State Name of Catalog/Pricelist

No response

14 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Business/Office Software.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

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Item Attributes

1. State Name of Catalog/Pricelist

No response

15 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Desktop/Web Publishing Software.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

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Item Attributes

1. State Name of Catalog/Pricelist

No response

16 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Instructional Software.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

No response

17	**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Specialty Software Products (school transportation routing software, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

No response

18 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Imaging and Deployment Software Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

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Item Attributes

1. State Name of Catalog/Pricelist

No response

19	**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Cloud Storage, Hosting and Related Software Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

806 Technologies - Price List

20 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Archive, Email, Data Migration and Related Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

No response

21 **Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Software Support Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

Item Attributes

1. State Name of Catalog/Pricelist

No response

22 **Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Products (PURCHASE) (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

23 **Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Products (LEASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

24 **Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Services** (broadband data plans; internet service, mobile cell booster and related services).Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

25 **Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

26 **Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Related Maintenance and/or Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Item Attributes

1. State Name of Catalog/Pricelist

No response

27 **Section IV: Training, Installation and Repair Service** - **Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products** -- **Not to Exceed** hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

28 **Section IV: Training, Installation and Repair Service** - **Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products** -- **Not to Exceed** hourly labor rate for Technology Equipment and Related Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

29 **Section IV: Training, Installation and Repair Service** - **Hourly Labor Rate for Installation/Repair Service of Software Products** -- **Not to Exceed** hourly labor rate for Software Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

30 **Section IV: Training, Installation and Repair Service** - **Hourly Labor Rate for Installation/Repair Service of Telecommunication Products and Supplies** -- **Not to Exceed** hourly labor rate for Telecommunication Products and Supplies.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

31 **Section IV: Training, Installation and Repair Service** - **Hourly Labor Rate for Website Design and Programming** -- **Not to Exceed** hourly labor rate for Website Design and Programming.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

32	**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for All Types of IT Position(s) (Manager, Supervisor and Service Technician) -- Not to Exceed** hourly labor rate for All Types of IT Position(s). Quantity: 1 UOM: Hourly Labor Rate ***No Bid***

Response Total: $0.00

Menu

BuyBoard Vendor Contract Information Summary

Vendor	Curriculum Associates, LLC
Contact	Customer Service
Phone	8002250248
Email	orders@cainc.com
Vendor Website	www.curriculumassociates.com
TIN	26-3954988
Address Line 1	153 Rangeway Road
Vendor City	North Billerica
Vendor Zip	01862
Vendor State	MA
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Tennessee, Texas
Contract Name	Instructional Materials and Classroom Teaching Supplies an Equipment
Contract No.	653-21
Effective	11/01/2021
Expiration	10/31/2024
Accepts RFQs	Yes
Quote Reference Number	653-21
Return Policy	Go to

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VF11 ☆ FY24 Consolidated Application

VA11 ☆ Purchase of Houghton Mifflin Harcourt for **Read 180 and Math 180** per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933.

VA12 ☆ Purchase of Curriculum Associates for **i-Ready** per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933.

VF.12 ☆ Approval for renewal of **Title I Crate** from **806 Technologies** per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011.

VA13 ☆ Purchase of **CERT** (College Equip Readiness Tool) of **ePrep Inc.**, Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933.

VF13 ☆ Approval for renewal of **TransACT** Parent Notices in the amount of $9,996.00 whereas $4,998.00 will be paid from 142-72210-399-101 and $4,998.00 will be paid from 142-72210-399-301.

VA.14 ☆ Approval for renewal of Platform, Strategies and Math from **ELLevation** (Curriculum Associates) per cooperative purchasing group Allied States # 22-7436 in the amount of $25,770.83 per contract where **$7,901.04** will be paid from 142-72210-399-101 and **$7,901.04** will be paid from 142-72210-599-301 and $9,968.75 will be paid from general funds.

VF.15 ☆ Approval for renewal of **Rosetta Stone** in the amount of $8,100.00 whereas $4,050.00 will be paid from 142-72210-399-101 and $4,050.00 will be paid from 142-72210-399-301.

TransACT®
ParentNotices
COMPLIANCE AND COMMUNICATION CENTER™

EXHIBIT
tabbies
V F. 13.
06-29-23
(July BOE mtg)

Renewal Notice

To TransACT Communications, LLC
ATTN: Business Services
FAX: (425) 776-3377

Date: 02/23/2021
Due Date: 9/30/2021
TransACT Tax ID Number: 47-5313048

Annual Subscription Renewal Form

TRANSACT® COMPLIANCE AND TRANSLATION E-LIBRARY

Please complete this form to renew your subscription. **This is not an invoice.**

- Complete page 2 of this form (eSignature, Date, and Purchase Order number)
- Once completed, click "Done" at the bottom of the page to submit your renewal
- Once submitted, you will receive a pop-up, confirming successful submission and be given the option to download the renewal notification for your records
- You can also download and send the completed renewal letter form and scanned PO to accounting@transact.com

Product	Renewal Price
TransACT® Parent Notices General Education Collection & ESEA/ESSA Compliance Collection	$9,996
Total	**$9,996**

Name: Bridgett Carwile Title:

District: Putnam County Board of Education

Address:

City: State: Zip:

Signature: Date:

Purchase Order Number:

received
06-16-23

TransACT®
ParentNotices
COMPLIANCE AND COMMUNICATION CENTER™

TransACT ParentNotices Subscription - Annual Renewal: PO Due On or Before **9/30/2021**

Subject: ParentNotices Renewal Notification

Dear, Bridgett Carwile

Thank you for choosing TransACT! In 2020, we updated your software to the new ParentNotices platform. We added new features such as the mobile-friendly Parent-View, Single Sign-On (SSO), and new ways to integrate with data from your Student Information System (SIS).

In 2021, we are excited to launch an integration with Remind and more available SIS integration options! TransACT continues to make parent and family engagement and compliance easier for schools and families! Your ParentNotices subscription is renewing on 9/30/2021.

All updates to the Parent Notification Collections are included in your annual subscription.

Every year, you save thousands of dollars in translation and hosting costs with your ParentNotices subscription:

- Notices written by experts in education programs
- Professionally translated
- Timely updates after federal guidance changes in requirements
- Evidence of implementation during state & federal audits
- Unlimited, district-wide access

If you elect to terminate this agreement, for any reason, per the binding Terms of Use that your district agreed to upon providing an initial purchase order, we must receive your official signed, written notice no later than thirty (30) days prior to the expiration of the Initial Term or any Automatic Renewal Term. Payment will be required in full on/or before your subscription due date.

Thank you for choosing ParentNotices for your parent communication needs! Please review and complete the information on the page(s) below.

Sincerely,

Jamie Osgoodby
Senior Account Manager
TransACT Communications, LLC
5105 200th Street SW, Suite 200, Lynnwood, WA 98036
425-977-2115 | 425-776-3377
jamie@transact.com | www.transact.com

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

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EXHIBIT
tabbies
V F.14.
06-29-23

Ellevation Inc. Order Form - Q-24066

This Order Form is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

(July BOE mtg)

Company:	Ellevation Education	Customer:	Putnam County School System, TN
Representative:	Tony DeJesus	Contact Name:	Alice Brown
Email:	tony.dejesus@ellevationeducation.com	Email:	browna25@pcsstn.com
Phone:	617-307-5755	Phone:	(931) 528-1847 x1222
Address:	38 Chauncy St, 9th Floor, Boston, MA 02111	Address:	1400 East Spring Street, Cookeville, TN 38506
Start Date:	11/1/2021	End Date:	10/31/2022

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Platform (Start Date: 11/01/2021)	725	$13.75	$9,968.75
Strategies (Start Date: 11/01/2021)	725	$13.75	$9,968.75
		Subscription Total:	$19,937.50

Services Fees

Services Total:	$0.00

Total Investment - Q-24066

Grand Total:	$19,937.50

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

ELLEVATION INC.		**Putnam County School System, TN**	
By (Signature):	_____	**By (Signature):**	_____
Name (Print):	_____	**Name (Print):**	Kim Cravens
Title:	_____	**Title:**	Board Chair
Date:	_____	**Date:**	06-29-23

Ellevation Inc. Order Form - Q-17555

This Order Form is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below, pursuant to the parties' Master Services Agreement dated ("MSA"). In the event of any conflict between this Order Form and the MSA, the terms of this Order Form shall control. This Order Form is effective as of the Subscription Start Date set forth below.

Company:	Ellevation Education	Customer:	Putnam County School System, TN
Representative:	Tony DeJesus	Contact Name:	Alice Brown
Email:	tony.dejesus@ellevationeducation.com	Email:	browna25@pcsstn.com
Phone:	617-307-5755	Phone:	(931) 528-1847 x1222
Address:	38 Chauncy St, 9th Floor, Boston, MA 02111	Address:	1400 East Spring Street, Cookeville, TN 38506
Start Date:	9/1/2021	End Date:	10/31/2022

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
Ellevation Math (per School) - Cookeville High School	1	$5,000.00	1.1667	$5,833.33
			Subscription Total:	$5,833.33

Includes $5,000 2021 Math Promotional Pricing | List Price $8,000

Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Ellevation Math Data/Implementation	1	$500.00		$500.00
Online Training - 1 Hr (Math)	1	$1,000.00	Ellevation Math	$1,000.00
			Services Total:	$1,500.00

Total Investment - Q-17555

Grand Total:	$7,333.33

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 14

ELLEVATION INC.

By (Signature): _____

Name (Print): _____

Title: _____

Date: _____

Putnam County School System, TN

By (Signature): _____

Name (Print): _____

Title: _____

Date: _____

DRAFT

EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE
RFP AWARD SUMMARY

RFP TITLE:	Classroom Curriculum, Supplies, Equipment and Related (Supplemental) – ESC Region 19 Allied States Cooperative
RFP NUMBER:	22-7436
RFP OPENING DATE:	April 12, 2022
CONTRACT TERM:	Date of award until May 31, 2023, with 3 annual extension options. **(Extended by Region 19 until May 31, 2024)**
FUNDING SOURCE:	Various
RFP's ISSUED:	898
RESPONSES:	99
ADVERTISEMENT DATES:	El Paso Times – March 14, 2022 & March 21, 2022

RECOMMENDED FOR AWARD:

1st Class Educator, LLC (Locha Brooks)
Abecedarian (Abecedarian ABC, LLC) (HUB)
Academic Learning Company dba Velazquez Press
Academy Global Learning (AC Global Learning)
Active Parenting Publishers
Advance Books LLC (Children Bilingual Books)
Alamo Music Center
Alba Math (Alba Educational Consulting)
Alegra Learning
Apperson, Inc.
Audio Resource Group
B.E. Publishing
Beable Education, Inc.
Bellwether Media
Books del Sur
Booksource (GL group, Inc.)
Bright Thinker, Inc.
Building Wings LLC
~~**Business Interiors (Howell Business Services)**~~ **Juxtaposed Environments LLC dba Business Interiors (HUB)**
Capital Microscope Services, Inc
Celebrate Successful Early Learning LLC
Cerebellum Corporation
Certwood Limited
CEV Multimedia, Ltd.
CodeCombat Inc.
Continental (The Continental Press Inc)
Crick Software, Inc
Curriculum Associates Elevation
Dallas Ecological Foundation (Outdoors Tomorrow Foundation)
Delaney Educational Enterprises
Discount School Supply (Earlychildhood LLC)
EAI Education (Eric Armin Inc)
Edmentum
Education Shed
EiE,Museum of Science (Museum of Science)
Emily Iland Inc (Camino Cinema or Porterville Press)
ETA hand2mind (hand2mind, Inc.)

Flinn Scientific, Inc.
Formative (Smartest Edu, Inc.)
GBCSTORIES.COM LLC
GoGuardian (Liminex, Inc.)
Hameray Publishing Group, Inc.
Harry K. Wong Publications, Inc.
HighScope Educational Research Foundation
Hope Rising SEL (Forming Lives, Inc.)
Integral Mathematics, Inc. dba Math & Science Cut Ups *updated 2/2/2023
Joe Hayes (Joseph Hayes)
Keystone Books and Media
Learning A-Z, LLC
Lilliworks Active Learning Foundation
Macie Publishing Company
Mackin Educational Resources (Mackin Book Company)
Marco Products Inc
MaxiAids, Inc.
News-O-Matic (Press4Kids Inc.)
No Red Ink (NoRedInkCorp)
Okapi Educational Publishing
Perma-Bound Books. (Hertzberg-New Method, Inc.)
QEP Professional Books (QEP, Inc.)
Rally! Education
Really Good Stuff, LLC.
Ripple Effects (Ripple Effects, Inc.)
Rockalingua (Rockalingua Inc)
Savvas Learning Company LLC (Gateway Education Holdings LLC)
School's In, LLC (School Sin)
Science Safety Inc.
Scientific Specialties, LLC
Spectrum Paper Co. Inc. (HUB) *updated 06/29/2022
Tangible Play, Inc.
The DBQ Project (The DBQ Company)
The Library Store, Inc.
The Reading Warehouse Inc
The Rosen Publishing Group, Inc. (Rosen Classroom or Rosen Digital or Jackdaw Publications)
Thinking Nation (Spenser Mix)
Tides Center
Unipak Corp.
~~**USATESTPREP LLC**~~ **Progress Learning, LLC** *updated 5/17/22
VWR International, LLC-Ward's Science (VWR Funding, Inc.)

TOTAL (estimated) **$3,000,000.00/year**

EXPLANATIONS:

Award of this solicitation will enable ESC Region 19 - Allied States Cooperative (ASC) to establish a contract with vendor(s) for Classroom Curriculum, Supplies, Equipment and Related (Supplemental) for those procurements made with federal, state or local funds. Evaluation and award recommendation were based on 70% pricing and services/qualifications and 30% references. Accelerate Learning Inc., Adventures in

Learning/AIL Products, Bedford, Freeman & Worth Publishing Group LLC, Carolina Biological Supply Company, Complete Book and Media Supply LLC, El Paso Office Products (El Paso Office Products LLC), Empowering Writers LLC, Encore Data Products Inc., Junior Library Guild (MT Library Services Inc.), Lerner Publishing Group (Lerner Universal), Russell's Educational Consulting (Hazel Russell), Shmoop University Inc., Speed Stacks Inc, Superior Text LLC, and Sweet Pipes (BRBM Publishing LLC) submitted a proposal however were not considered; vendors are already awarded on an existing contract. Audio Enhancement Inc., Last Stop Stories LLC (Mathew de la Peña), MYVRSPOT (MYVRSPOT LLC), and School Life (Imagestuff.com, Inc.) submitted a proposal however were not considered; vendors do not meet the scope of work. Express Booksellers (Express Booksellers, LLC) submitted a proposal however was not considered; vendor did not submit pricing as per the solicitation requirements. Slide-A-Round Math Manipulatives (James Wilson Franklin III) withdrew their submittal. Spectrum Paper Co. Inc. was originally not awarded in error; the award summary has been amended accordingly. The awarded vendors' pricing and information can be found on the Award Detail spreadsheet.

SPECIFICATIONS, PREPARATION AND EVALUATION PROVIDED BY:

Rebecca Hernandez – ESC Region 19

Andrea Amiri – ESC Region 19

Renae Lawrence - ESC Region 19

Special Conditions

1. This solicitation is not for a specific quantity or specific location. By earning a contract, vendors will be able to provide future products to any ASC members.
2. This solicitation is a supplemental solicitation to 19-7335, 20-7373 and 21-7406. Vendors awarded on any of the solicitations mentioned above do not need to respond to this solicitation as they are already awarded.
3. This solicitation is for product only. This solicitation will cover any item utilized in a classroom including but not limited to curriculum, books, supplies, equipment, furniture, hardware, software and media. Routine office supplies are not offered under this solicitation.
4. Price information must be uploaded into the electronic bidding system. If pricing is available on a website, vendor must upload information regarding where to locate pricing. Failure to provide pricing information may result in disqualification.
5. If multiple discounts are offered, please provide the minimum discount offered for all catalogs or items. Ranges are not allowed in the system.

Approved By: _____ **Date:** _____

Dr. Armando Aguirre **April 29, 2022**

Dr. Armando Aguirre **February 28, 2023**

Company Name...

Company Contact...

Company Address...

Contact Email Address...

Company Phone Number...
Company Website...

S&H included in pricing...

S&H (expedite fees)...

Products/Services Provided...

Areas Served...

Price Link...

Line #	Description	QTY
1	Percent discount off catalog and pricelist.	1

Company Name...	Curriculum Associates
Company Contact...	Erin Rush
Company Address...	153 Rangeway Road, North Billerica, MA 01862
Contact Email Address...	RFPs@cainc.com
Company Phone Number...	(614) 721-9573
Company Website...	https://ellevationeducation.com
S&H included in pricing...	Yes
S&H (expedite fees)...	Please contact your local CA representative or Customer Service at (800) 225-0248 for expedited shipping rates. The weight limit for an expedited order is 500 lbs.
Products/Services Provided...	Ellevation offers comprehensive solutions focused on emergent bilingual students that help districts with data and instructional planning, professional learning, and academic language development
Areas Served...	Curriculum Associates, LLC is registered to serve all 50 states.
Price Link...	Price Link

Line #	Description	QTY	Unit
1	Percent discount off catalog and pricelist.	1	0.0%



Company Name...

Company Contact...

Company Address...

Contact Email Address...

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S&H included in pricing...

S&H (expedite fees)...

Products/Services Provided...

Areas Served...

Price Link...

Line #	Description	QTY
1	Percent discount off catalog and pricelist.	1

WestEd
WestEd.org

ELLevation: Literature Review

Conducted under the Emerson Collective Research Partnership

Bryan Matlen

Michelle Tiu

Cerelle Morrow

October 2019

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WestEd is a nonpartisan, nonprofit research, development, and service agency that works with education and other communities throughout the United States and abroad to promote excellence, achieve equity, and improve learning for children, youth, and adults. WestEd has more than a dozen offices nationwide, from Massachusetts, Vermont, Georgia, and Washington, DC, to Arizona and California, with headquarters in San Francisco.

Overview of Literature Review Process

From September to October 2019, WestEd staff researched and drafted a literature review for ELLevation. WestEd collaborated with ELLevation to determine the focus areas for the literature review, as well as to identify any existing company resources or documents that could serve as the basis for the literature review.

The WestEd process entailed first identifying search strings based on the following focus areas:

- Mathematics and academic language
- STEM and academic language

The following search strings were then identified:

- Academic language and mathematics, academic language and English learners, vocabulary and mathematics, mathematics and English learners, or ELLs, or ELs

A WestEd researcher spent approximately two days searching these key words in academic databases, such as EBSCO Host (includes APA PsycARTICLES and ERIC), the SAGE Premier Journal Collection, and Google Scholar. When selecting references, the following factors were taken into account:

- Data of publication: Priority was given to references published in the past 10 years.
- Quality of publication: Priority was given to peer-referenced articles.
- Quality of research: Priority was given to the most rigorous study types, such as randomized controlled trials, quasi-experimental designs, correlational designs, descriptive analysis, mixed methods, and literature reviews. Other considerations included the target population and sample, including their relevance to the question, generalizability, and general quality.

All key search terms and references were recorded to draw themes on the focus areas. The literature review on the identified focus areas is presented below.

English Learners (ELs) need to be simultaneously engaged in rigorous, grade-level academic content with appropriately scaffolded instruction, while at the same time provided opportunities to develop their academic English language proficiency. In mathematics, understanding the interdependence between language and content is critical to the success of ELs (Great City Schools, 2016). Disciplinary practices in mathematics can be "cognitively demanding and language intensive" (p. 104) for ELs and students need opportunities to make meaning of these mathematical practices through productive discourse and appropriately structured interactions with others (The National Academy of Sciences, Engineering and Medicine, 2018).

Defining Academic Language in Mathematics

Gotleib and Ernst-Slavit (2013) describe academic language as a complex construct that includes language defined by specific linguistic features associated with different academic disciplines. These features cross discourse, sentence and word/phrase levels, and increase in complexity across the years and grade levels (Gottlieb & Ernst-Slavit, 2013). Specifically, in mathematics, there exists not only specialized vocabulary, but elements of specific types of discourse and register (i.e., the different levels of formality in language; Moschkovich, 2012). The Council of Great City Schools (2016) defines mathematical discourse as "communication that centers on making meaning of mathematical concepts" (p. 6). According to Biachini (2018) successful STEM teachers help to develop their students' academic language by including an instructional focus not just on vocabulary, but also on varying degrees levels of syntax and discourse. Moschkovich (2015) asserts that this definition of academic language, that encompasses a complex view of mathematical discourse and one of mathematical proficiency and practice, is "crucial for the education of ELs" (p. 3) and that separating language from mathematic thinking and practices can have "dire consequences for English learners" (p. 7).

Role of Vocabulary and Discourse in Mathematics

The importance of vocabulary instruction from early research (Stahl, 1986) shows that vocabulary instruction in general has significant effects on reading comprehension for native language speakers and more recent research specific to ELs and specific to mathematics highlights vocabulary as a critical piece in helping students to engage in mathematical thinking and learning (Gottlieb & Ernst-Slavit, 2013). According to Bay-Williams and Livers (2009), in order to simultaneously develop language and mathematical thinking, educators also need to consider the "when and how" (p. 239) of introducing vocabulary to maximize students' learning. Dunston and Tynmiski (2013) agree that mathematic vocabulary, with its discipline specific meanings, should be addressed deliberately, and that it is "inextricably bound to students' conceptual understanding of mathematics" (p.40).

Moschkovich (2013) highlights that while teaching vocabulary is critical, it is not by itself enough to enable students to communicate mathematically. Successful instruction includes opportunities for students to "actively use mathematical language to communicate about and negotiate meaning for mathematical situations" (Moschkovich, 2013; p. 3). In their *Framework for Re-envisioning Mathematics Instruction for English Language Learners*, the Council of Great City Schools (2016) encourages teachers to think about the role that both formal academic language and less formal language can be used to help guide students to deeper understanding of

mathematical reasoning. The National Academy of Sciences, Engineering and Medicine (2018) recommends that teachers provide opportunities for students to engage in learning with more than just individual words, and encourages educators to also teach students how to use the language of mathematics to develop claims and participate in disciplinary practices that allow for meaning making. Moschkovich (2012) adds that teachers should address and support ELs' participation in mathematical discussions as they learn and introduce targeted vocabulary in context and include activities that are rigorous and appropriately scaffolded for ELs.

Scaffolding Language in Mathematics

Providing scaffolds and supports help ELs access complex mathematical concepts and is critical to ensuring ELs make sense of their learning (Student Achievement Partners, 2018). According to August (2014), scaffolds support both receptive skills (listening and reading) and productive skills (speaking and writing) and can be used with ELs at any proficiency level. However, scaffolds should be carefully chosen and take into consideration not only the students' language proficiency level, but also their previous experience with mathematics instruction and their specific educational needs (Great City Schools, 2016; The National Academy of Sciences, Engineering and Medicine, 2018). Scaffolding provides opportunities for students to make meaning of their learning while simultaneously tackling the complex language of mathematics concepts and practices (Daniels, 2018). Doabler and colleagues (2016) suggest that in order for ELs to learn the academic vocabulary of mathematics they need frequent structured opportunities to engage and interact with the key vocabulary. According to Daniels (2018), the ultimate goal of scaffolding is to help students develop autonomy in their thinking and learning of these mathematical complex concepts and practices, which in turn will enable them to meet the articulated learning goal.

Practices in Teaching the Language of Mathematics

From research done on vocabulary instruction in general for native English speakers, vocabulary instruction that includes both definitional and contextual instruction, with opportunities for deeper processing and multiple exposures to words has been found to have significant effects on student comprehension (Stahl, 1986). Specifically for ELs, researchers have noted that instruction of mathematics vocabulary cannot be separated from its context (Gottlieb & Ernst-Slavit, 2013; Bay-Williams & Livers, 2009; Moschkovich, 2013; Zwiers, 2017). In the *Draft Guidelines for Improving Mathematics Materials for English Learners* (2017) the authors suggest that key vocabulary be strategically integrated and taught with the purpose of providing opportunities for students to engage in meaning-making and communication. Engaging students in meaning-making activities in STEM classrooms that include interaction with others, highly benefit ELs (National Academies for Sciences, Mathematics and Engineering, 2018).

According to August (2014), the teaching the academic vocabulary of mathematics should be "explicit and intentional" and students should be "provided with structures to practice their new vocabulary with peers and adults". According to Doabler (2016) strategies for identifying key vocabulary should help students make connections between new and unfamiliar words and provide opportunities for students to use the new vocabulary to communicate their mathematical thinking.

Instruction that promotes ELs engagement in mathematical language use can be supported by frameworks designed to be used in the development of curriculum and instruction (Council of Great City Schools, 2016; English Learner Success Forum, 2017), Student Achievement Partners, 2017; Zwiers, 2017;). In the Council of Great City Schools (2016) a key instructional practice includes supporting academic language and conversations that emphasizes the need for ELs to be able to not only to learn to reason mathematically, but to also express their mathematical reasoning orally. According to the Council examples of this practice in the classroom include teacher modeling what mathematical reasoning and academic language looks like and suggests that allowing for productive struggle to happen with appropriate scaffolds in place can encourage more formal mathematical communication on the part of the students. The English Learner Success Forum (2017) also provides guidance focused on key areas of language development they recommend being utilized in curriculum design. One example includes "strategic opportunities to use and refine both language and mathematics over time" (p. 10) with an emphasis on materials and practices that support ELs learning of the mathematical language through sustained activities and experiences that support the connections between the students home language, English, and mathematical concepts. Student Achievement Partners (2018) also highlights the necessity of ELs learning mathematical language in context and suggests that explicit language instruction be limited "to the occasions when the necessary terminology is a prerequisite for engaging with the content" (p. 30). The authors suggest words with multiple meanings should be identified and taught using their mathematical definitions and suggest that students need opportunities to engage in mathematical language through the four language domains of reading, writing, speaking and listening. According to Zwiers (2017) with Understanding Language/Stanford University, engaging students in learning by using mathematical language routines, can promote mathematical language, practices and content at the same time. The authors define mathematical language routines as "a structured but adaptable format for amplifying, assessing, and developing students' language" (p. 9).

For more information about each of the frameworks or guidelines mentioned above see below.

- Council of Great City Schools (2016): *Framework for Re-envisioning Mathematics Instruction for English Leaners: Supporting Academic Language and Conversation and Strategic Scaffolding*
  This framework was designed to define a new vision for mathematics instruction that "explicitly attends to the needs of ELLs, addressing the interdependence of language and mathematics" (p. 8). The guide provides
  - Key Instructional Principles and Practices
  - Criteria for Mathematics Instructional materials
- English Learner Success Forum (2017) *Guidelines for Improving Math Materials for English Learners* provide "specific guidance to developers of mathematics content on key areas of English language development that must be embedded across the curricula, in units, and in lessons" (p. 3). The document provide five areas of focus with 15 guidelines that include examples of models, explanations, practices, strategies, and supports.
  - Area of Focus I: Interdependence of Mathematical Content, Practices, and Language

    - Area of Focus II: Scaffolding and Supports for Simultaneous Development
    - Area of Focus III: Mathematical Rigor Through Language
    - Area of Focus IV: Leveraging Students Assets
    - Area of Focus V: Assessment of Mathematical Content, Practices and Language
- Student Achievement Partners (2018) developed the *Selected Research on Providing English Language learners Access to College and Career Ready, Grade Level Instruction in Core Academic Classes* which offers evidenced-based resources and tools that can support ELs in accessing college and career ready, grade-level instruction in core academic classes. Objectives are provided that support mathematical learning for ELs
    - Objective 1: Support the majority of mathematical language acquisition within the context of the mathematical learning. Limit explicit language instruction to the occasions when the necessary terminology is a prerequisite for engaging with the content. (p. 30)
    - Objective 2: Provide supports to allow all English Language Learners access to mathematical concepts being introduced. (p. 34)
    - Objective 3: Write tasks with care to allow English Language Learners to engage with mathematical concepts. (p. 39)
- Understanding Language/Stanford Center for Assessment, Learning and Equity with Zwiers, et. al. (2017) in *Principles for the Design of Mathematics Curricula: Promoting Language and Content Development* presents a framework with four design principles supported by mathematical language routines. The mathematical language routines are a "structured but adaptable format for amplifying, assessing, and developing students' language," (pg. 9) and support students in learning mathematical content, practices, and language.
    - Design Principles:
        - Support Sense-Making
        - Optimize output
        - Cultivate conversation
        - Maximize linguistic and cognitive meta-awareness

The challenge of navigating how to support ELs in their academic language development, while at the same time engaging them in rigorous, complex mathematical thinking is a complex one. As stated above, instruction must utilize appropriate scaffolds and supports to ensure ELs are engaged in meaningful opportunities of interaction and discourse focused on mathematical practices. The vocabulary of mathematics is a critical piece of students' learning. There is also a strong emphasis on examining the different levels of register of mathematical discourse and the role that both formal and informal language can play in helping students communicate mathematically.

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RosettaStone

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SERVICE ORDER FORM

March 19, 2019

Rosetta Stone Contact:
Dana Kimberlain
Phone: (540) 236-5264
Email: dkimberlain@rosettastone.com

Customer Shipping Address:

Alice Brown
ESL Coordinator
Putnam County School District
1400 E. Spring Street
Cookeville, TN 38506
US

Contact Phone: (931) 528-7308
Contact Email: browna25@pcsstn.com

Customer Billing Address:

Alice Brown
ESL Coordinator
Putnam County School District
Finance Dept
1400 E Spring St
Cookeville, TN 38506
US

Billing Contact: _____
Billing Contact Phone: _____
Billing Contact Email: _____

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	60	USD 135.00	USD 8,100.00
Sub Total			USD 8,100.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 8,100.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.

Pricing is valid through July 31, 2019.

TERM AND TERMINATION

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 12 months following the service activation date of October 5, 2019 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term,

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ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By:_____

Authorized Signing Authority

_____

Printed Name/Title

_____

Date

PUTNAM COUNTY SCHOOL DISTRICT

DocuSigned by:

By: Alice Brown

D2F3150AEFAF4BB...

Authorized Signing Authority

Alice Brown

Printed Name/Title

9/6/2019

Date

SOF NO.:03192019ED00071524

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VF11 ☆ FY24 Consolidated Application

VA11 ☆ Purchase of Houghton Mifflin Harcourt for **Read 180 and Math 180** per quote and contract #2-227430-04 in the amount of $152,643.45 to be paid from 142-71100-471-933.

VA12 ☆ Purchase of Curriculum Associates for **i-Ready** per quote 322510.8 and by piggy backing off of Shelby County Schools in the amount of $294,497.20 to be paid from 142-71100-471-933.

VF.12 ☆ Approval for renewal of **Title I Crate** from **806 Technologies** per BuyBoard contract #661-22 and quote, in the amount of $12,650.00 to be paid from the Consolidated Administration budget 142-72210-399-011.

VA13 ☆ Purchase of **CERT** (College Equip Readiness Tool) of **ePrep Inc.**, Princeton, NJ for extra 7-12 licenses in the amount of $11,308.00 to be paid from 142-71100-471-933.

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July BOE mtg

EXHIBIT
tabbies
V F.15
06-29-23

RosettaStone

SERVICE ORDER FORM

March 19, 2019

Rosetta Stone Ltd.
135 West Market Street
Harrisonburg, Virginia 22801
(P) 800-788-0822
(F) 540-437-2843
www.rosettastone.com

Rosetta Stone Contact:
Dana Kimberlain
Phone: (540) 236-5264
Email: dkimberlain@rosettastone.com

Customer Shipping Address:

Alice Brown
ESL Coordinator
Putnam County School District
1400 E. Spring Street
Cookeville, TN 38506
US

Contact Phone: (931) 528-7308
Contact Email: browna25@pcsstn.com

Customer Billing Address:

Alice Brown
ESL Coordinator
Putnam County School District
Finance Dept
1400 E Spring St
Cookeville, TN 38506
US

Billing Contact: _____
Billing Contact Phone: _____
Billing Contact Email: _____

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Rosetta Stone Foundations for K-12 (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	60	USD 135.00	USD 8,100.00
Sub Total			USD 8,100.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 8,100.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.

Pricing is valid through July 31, 2019.

TERM AND TERMINATION

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 12 months following the service activation date of October 5, 2019 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term,

received
06-16-23

SOF NO.:03192019ED00071524

this Agreement will terminate on the expiration date of the then current term. Incremental add-on licenses for a site will be priced at the renewal rate consistent with the term of the renewal (and not be prorated).

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

ACCEPTANCE

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ROSETTA STONE LTD.

By:_____

Authorized Signing Authority

_____

Printed Name/Title

_____

Date

PUTNAM COUNTY SCHOOL DISTRICT

By: DocuSigned by: Alice Brown D2F3150AEFAF4BB...

Authorized Signing Authority

Alice Brown

Printed Name/Title

9/6/2019

Date

SOF NO.:03192019ED00071524

EXHIBIT
tabbies
VA 11, 12, 13
VF 11, 12, 13, 14, 15
06-29-23
(July BOE mtg)

PCSS Board Agenda Request

Date: June 29, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

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EXHIBIT
IV F. 16.
06-29-23
(July BOE Mtg)

MEMORANDUM OF UNDERSTANDING
BETWEEN
PUTNAM COUNTY
AND
THE PUTNAM COUNTY SHERIFF'S OFFICE
AND
THE PUTNAM COUNTY SCHOOL SYSTEM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the above-named parties. Each individually as "Party" or collectively as "Parties".

WHEREAS, well developed School Resource Officer ("SRO") programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer ("SRO") has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). "'School resource officer' means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA." The term "law enforcement officer" as defined under § 39-11-106 means an "officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses." An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency ("LEA") has the same meaning as in Tennessee Code Annotated § 49-1-103(2). "'Local education agency (LEA)', 'school system', 'public school system', 'local school system', 'school district', or 'local school district' means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly."

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include

the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:

i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
ii. A landline telephone to be located in the office;
iii. Access to a computer work station; and
iv. Secretarial assistance when needed by the SRO.

B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.

C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.

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D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.

B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.

C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.

D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.

E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.

B. An SRO is recommended to have at least two (2) years' experience as a police office or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.

C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

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VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.

B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.

C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.

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B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.

C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.

D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.

E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.

F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.

G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.

H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.

B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.

C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

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D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.

E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.

X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.

XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.

XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2024. The grant funding program requires an annual application for funding and an annual execution of an MOU.

XIII. TERMINATION.

A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the

Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.

XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.

XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively

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maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.

B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City:	Putnam County 900 East Spring St., Room 8 ATTN: County Mayor Cookeville, TN 38501
Sheriff or Chief of Police:	Putnam County Sheriff's Office Sheriff Eddie Farris 421 East Spring St. Cookeville, TN 38501
LEA or Public Charter:	Putnam County School System 1400 East Spring St. ATTN: Director of Schools Cookeville, TN 38501

C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.

E. Assignment. The rights and obligations of this MOU are not assignable.

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F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.

G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.

H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.

I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.

J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.

K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.

M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.

THIS IS A CONFIDENTIAL DOCUMENT AND IS NOT SUBJECT TO RELEASE OR DISTRIBUTION AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)

N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.

O. List of Schools. The schools covered by this MOU are those listed on Attachment A.

P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

Signature of LEA or Public Charter School
Kim Cravens, Board Chair
DATE: 06-29-23

Signature of Sheriff or Chief of Police
DATE: _____

Include list of schools covered by this MOU in Attachment A

THIS IS A CONFIDENTIAL DOCUMENT AND IS NOT SUBJECT TO RELEASE OR DISTRIBUTION AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)

Attachment A

The Schools to which the foregoing agreement are applicable as are as follows:

Algood Elementary School
2525 Old Walton Road
Algood, TN 38506
Principal Patience Cannon
Phone: 303.0362

Algood Middle School
540 Dry Valley Road
Algood, TN 38506
Principal Rusty Darley
Phone: 537.6141

Cornerstone Elementary School
371 pt Ave. South
Baxter, TN 38544
Principal Tammy Hoover
Phone: 858.9190

Burks Elementary School
300 Crossville Street
Monterey, TN 38574
Principal Heather Tinch
Phone: 839.7641

Cane Creek Elementary School
1500 West Jackson Street
Cookeville, TN 38501
Principal Rhonda Mahan
Phone: 520.1173

Capshaw Elementary School
1 Cougar Lane
Cookeville, TN 38501
Principal Renea Cantrell
Phone: 526.2414

Northeast Elementary School
575 Old Kentucky Road
Cookeville, TN 38501
Principal Dr. Melissa Palk
Phone: 526.2978

Parkview Elementary School
545 Scott Avenue
Cookeville, TN 38501
Principal Melanie Presley
Phone: 526.2516

Prescott South Elementary
115 West Cemetery Road
Cookeville, TN 38506
Principal Catherine Jones
Phone: 526.2275

Sycamore Elementary School
452 Ellis Avenue
Cookeville, TN 38501
Principal Tracy Nabors
Phone: 526.9322

Avery Trace Middle School
230 Rader Drive
Cookeville, TN 38501
Principal Alma Anderson
Phone: 520.2200

Uppernam Middle School
6700 Nashville Hwy
Baxter, TN 38544
Principal Jessica Etheridge
Phone: 858.6601

Jere Whitson Elementary School
178 Jere Whitson Road
Cookeville, TN 38501
Principal Tina Frances
Phone: 526.6575

Cookeville High School
1 Cavalier Drive
Cookeville, TN 38501
Principal Max Pettit
Phone: 520.2287

Monterey High School
112 North Elm Street
Monterey, TN 38574
Principal Sonja Farley
Phone: 839.2970

Upperman High School
6950 Nashville Highway
Baxter, TN 38544
Principal Steve Robbins
Phone: 858.3112

White Plains Academy
288 East Main Street
Algood, TN 38506
Principal Joe Matheney
Phone: 537.3862

Prescott South Middle School
1859 South Jefferson Avenue
Cookeville, TN 38506
Principal Tera Brooks
Phone: 528.3647

Baxter Primary School
125 Elmore Town Road
Baxter, TN 38583
Principal Marsha Wyatt
Phone: 858.3110

EXHIBIT tabbies IV F. 17. 06/29/23 (July BOE Mtg)

PEST CONTROL SERVICES AGREEMENT

2023-2024 (Extension #1)

This Pest Control Services Agreement (the "Agreement") is entered into as of **July 1, 2023,** by and between **OPTIMUS PEST SOLUTIONS** and **PUTNAM COUNTY SCHOOLS**. The Effective Date of this Agreement shall be **July 1, 2023 through June 30, 2024.**

WHEREAS, **PUTNAM COUNTY SCHOOLS** and **OPTIMUS PEST SOLUTIONS** desire that **OPTIMUS PEST SOLUTIONS** provide pest control services to **PUTNAM COUNTY SCHOOLS**.

NOW THEREFORE, it is mutually agreed as follows:

1. Services Provided:
OPTIMUS PEST SOLUTIONS will provide all services as stipulated within the bid and agree to fulfill all requirements as outlined or implied in the Pest Control bid opened May 20, 2022, and awarded by the Board of Education at the June 2, 2022, Board meeting to **OPTIMUS PEST SOLUTIONS.**

   OPTIMUS PEST SOLUTIONS shall be required to meet all conditions of the "Tennessee Application of Pesticides Act of 1978" (T.C.A. 62-21-101 through 62-21-127) and shall be required to provide Material Safety Data Sheets on all chemicals.

2. The Putnam County Board of Education shall have the right to approve any and all personnel assigned to provide services under this agreement.

   OPTIMUS PEST SOLUTIONS and its employees and agents agree to comply with all Tennessee and Federal laws with respect to furnishing pest control services to Putnam County Board of Education facilities; and to comply with all policies of the Putnam County Board of Education that affect anyone on **PUTNAM COUNTY SCHOOL** owned property or while in the presence of **PUTNAM COUNTY SCHOOL** personnel/students.

3. Term, Renewal and Termination:

   Term: The term of this agreement shall be for one school year commencing July 1, 2023 and expiring June 30, 2024. The Board of Education shall have the option to renew the contract for four one year options at the price noted in section 4.1 (Fees) and on the same terms and conditions. The Board will make a determination with respect to exercising the options to renew at a regular Board meeting each succeeding year.

   Renewal: The District reserves the right to renew all aspects of the bid on a year to year basis for four (4) additional years, not to exceed five (5) years in total for the contract maintaining all bid conditions as stated in the Request for Bid. Price re-determination will allow for price increases/ decreases annually. The vendor will be allowed to submit a request for price re-determination at

received 06-20-23

annual bid renewal. The Bureau of Labor, Producer Price Index for Other Goods and Services will be the comparison index that will be used for price re-determinations. This information may be accessed at http://www.bls.gov.ppi/

Termination: If **OPTIMUS PEST SOLUTIONS** fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the District shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the District, the District shall have the option of awarding the contract to the next lowest bidder or bid again. The District may, by written notice to the vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a breach of contract by the District. The District must give notice of termination to the vendor at least ten (10) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the District be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential or any other damages whatsoever of any description or amount.

4. Pest Control Fees and Payment Schedule

4.1 *Fees* During the term of this Agreement, **PUTNAM COUNTY SCHOOLS** will pay **OPTIMUS PEST SOLUTIONS** per the schedule below:

2022-2023 School Year	$16,560
2023-2024 School Year	**$16,560**
2024-2025 School Year	$16,560
2025-2026 School Year	$16,560
2026-2027 School Year	$16,560

4.2 *Payment* Date of monthly service will be arranged with each school principal and nutrition manager as well as arrangements for service of food service area in summer months. The nutrition manager and principal (during the school year) or their designees must be present for the monthly service and must sign the invoice; a copy of the signed invoice for the food service area will be left with the nutrition manager or designee and appropriate school invoice with the principal or appointed designee. **OPTIMUS PEST SOLUTIONS** shall be required to service the indicated area at the close of the day. Additional treatments at no extra cost will be required if evidence of pests or rodents is seen between treatment periods. Such treatments must be conducted within two (2) business days following request. Continued evidence of the presence of pests/rodents and failure of **OPTIMUS PEST SOLUTIONS** to control the problem or delays in responses to requests for additional treatment will result in the contract being voided and the exclusion of the contractor from bidding for a minimum of one (1) year.

OPTIMUS PEST SOLUTIONS will invoice **PUTNAM COUNTY SCHOOLS** monthly for services rendered within that month.

5. Insurance

Pest Control shall be interpreted to mean total rodent and pest removal from the designated area. Service shall be performed by a trained, bonded and insured professional, licensed to perform services and do business in Putnam County Tennessee. OPTIMUS PEST SOLUTIONS is required to provide documentation of license and certificate of liability and workers compensation in the amount of $1,000,000.

6. Safety

All **PUTNAM COUNTY SCHOOL** sites are drug and alcohol-free workplaces. **OPTIMUS PEST SOLUTIONS** employees or agents will not possess/distribute/consume tobacco, alcohol or any illegal or dangerous substances (such as, but not limited to, vaping) on **PUTNAM COUNTY SCHOOL** property or in the presence of **PUTNAM COUNTY SCHOOL** personnel/students.

In compliance with Tennessee Code Annotated 50-9-113, employers with five or more employees are required to submit an affidavit, which states that they have a "Drug Free Workplace Program" that complies with TCA Title 50 Chapter 9 in effect at the time of bid submission. **OPTIMUS PEST SOLUTIONS** will submit such affidavit prior to signing contract.

7. Independent Contractor:

In the performance of the work, duties, and obligations specified in this Agreement, it is mutually understood and agreed by the parties that **OPTIMUS PEST SOLUTIONS** is at all times acting and performing as an independent contractor to **PUTNAM COUNTY SCHOOLS** in the provision of services. **OPTIMUS PEST SOLUTIONS** and **PUTNAM COUNTY SCHOOLS** expressly negate any intent to create, and this Agreement shall not be construed as creating, any partnership, joint venture, employer-employee relationship, or any other relationship except that of independent contractor.

8. Prohibition of Assignment:

This Agreement is personal to the parties hereto, and neither this Agreement nor any of the rights, privileges or duties arising here from may be assigned, transferred, or delegated unless specifically provided herein.

9. Disputes:

Any disputes arising from the execution of this contract, from the bid process or the performance of any contract awarded will be determined exclusively in the Chancery Court of Putnam County Tennessee. Non-binding arbitration taking place in Cookeville Tennessee may be undertaken with the agreement of both parties. Each party will be responsible for its own fees and costs.

10. Severability:

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and

the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11. Entire Agreement: This Agreement and attachments hereto constitute and express the entire agreement of the parties. This Agreement may be changed, amended or modified only by written agreement endorsed hereon and signed by **OPTIMUS PEST SOLUTIONS** and **PUTNAM COUNTY SCHOOLS** hereto. This Agreement is for the sole benefit of **OPTIMUS PEST SOLUTIONS** and **PUTNAM COUNTY SCHOOLS.**

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written:

PUTNAM COUNTY SCHOOLS

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

OPTIMUS PEST SOLUTIONS

By: Jason Murphy
(Signature)

Name: Jason Murphy
(Printed)

Title: Owner

Date: 06/19/2023

EXHIBIT
tabbies
V F. 17.
06-29-23
(July BOE Mtg)

PCSS Board Agenda Request

Date: June 20, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

_____Backup included

_____Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to renew the system-wide pest control contract with Optimus Pest Solutions - Smithville, TN in the total annual amount of $16,560.00 to be paid for from 141-72610-399 effective July 1, 2023 - June 30, 2024.

received
06-21-23

EXHIBIT
V F.18
06-29-23
(July BOE Mtg)

PCSS Board Agenda Request

Date: 6-20-23

Department: Data / Testing

Person Submitting: Jason Stickler

Account Number (if appropriate): N / A

Check one:

____ Backup included **(Note: no backup required / data transfer request)**

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of: Transmitting PCSS Data to Comprehensive Educational Resources (Correlated w/ with Mastery View Benchmark Assessments).

Data Transmission Request: From Comprehensive Educational Resources (CER)...

1. Achievement Data

- In July, after the embargo is lifted, unsuppressed district and school level assessment files will be sent. These will not include teacher or student data.
- These are used to provide district-specific reports.
- These are also used to create a CER overview of pass rates and rankings.
- District data will most likely not include demographic data since it is usually suppressed. Note: 27 districts shared their unsuppressed files last year.

2. Benchmark Data

- After each benchmark, we request the consortium extracts. These are created by Jonathan Isgett at Instructure. They are added to the district Sharefile or Mastery Connect. These are by teacher, for each benchmark given. **No individual student data is collected.**
- These are used to provide district-specific reports. The teacher level data is only given back to the district.
- These are also used to create a district average and school average for the CER file.

received
06-20-23

EXHIBIT
tabbies
V F. 4
05-04-23

CER Membership Agreement
2023-24 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves thirty school districts in Northeast Tennessee and across the state. CER is a collaboration between these thirty districts and The Niswonger Foundation that currently reaches approximately 138,000 students. CER began in May 2020.

Vision
Comprehensive Educational Resources aims to improve student outcomes as measured by the state assessment by giving students and teachers equal access to a variety of teacher created and reviewed materials that are aligned to Tennessee state standards, rigorous, and easily accessible. We are also committed to analyzing state assessment and benchmark data collaboratively with districts to guide instructional adjustments and improve student outcomes.

District Participation
By March 1, existing CER districts must complete a "membership agreement." The membership agreement will include the number of students from the state report card as of March 1. Districts will be invoiced from the Niswonger Foundation at the cost of $2/per student based on the state report card as a "membership fee". For districts that join after March 1, they will complete the membership agreement based on the number of students on the state report card at the time of joining.

The membership agreement and membership fee will provide the district with access to the CER website and all materials. It will also give the district one representative on the Steering Committee and a monthly progress report to Superintendents. Finally, it will also give the district yearly reports using the state assessment data.

District Costs
In addition to the membership fee, there are optional costs associated with CER. If districts contribute a teacher to a curriculum team, districts will be responsible for compensating each teacher. This compensation could include three (3) days of flex time to compensate for creating materials. Districts can decide how this flex time will be provided to each teacher. In addition, each teacher on a curriculum team may need to be provided with three (3) days of a substitute and travel to review materials. By May 1, the Steering Committee will finalize the curriculum team compensation.

If districts participate in the CASE benchmark, there will be an annual contract with Instructure that meets the needs of the district.

If districts participate in Learning Together, our common professional development day, there will be a per person registration fee. Districts will have to decide by January if they are going to participate in Learning Together.

District: Putnam County

Number of students on the state report card: 11482

By signing and returning the membership agreement, your district will participate in CER for the 2023-24 school year.

Name: Kim Cravens

Signature: Kim Cravens 05-04-23

EXHIBIT
tabbies
V F, 19.
06-29-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request: 931.526.9777.1435

Account Funding Code (if appropriate)

___X___Backup included

_____Backup to follow

Requesting approval of Complaint Managers for 2023-2024 School year.

Respectfully submitted,

Angie Knight

Angie Knight
06/21/2023

_____

Signature of Person Making Request Date

_____

Signature of Director of Schools Date

received
06-21-23

Putnam County Board of Education
Complaint Managers
2023-2024

School	Male	Female
VITAL/FLEX Learning Center 1060B East Spring Street Cookeville, TN 38501 Phone: 931-528-8685	Shannon Pirtle	Robyn Nabors
Algood Elementary School 2525 Old Walton Road Algood, TN 38506 Phone: 931-303-0362	Brian Rohr	Beth Anderson
Algood Middle School 540 Dry Valley Road Algood, TN 38506 Phone: 931-537-6141	Russell Darley	Amber Campbell
Avery Trace Middle School 230 Raider Drive Cookeville, TN 38501 Phone: 931-520-2200	Clif Matlock	Karen Maddox
Baxter Primary 125 Elmore Town Road Baxter, TN 38544 Phone: 931-858-3110	Nathan Davis	Marsha Wyatt
Burks Elementary/Middle School 300 Crossville Street Monterey, TN 38574 Phone: 931-839-7641	John Wright	Heather Tinch
Cane Creek Elementary School 1500 West Jackson Street Cookeville, TN 38501 Phone: 931-520-1173	Ben Bilyeu	Rhonda Mahan
Capshaw Elementary School 1 Cougar Lane Cookeville, TN 38501 Phone: 931-526-2414	Trevor Sheets	Renee Cantrell
Cookeville High School 2335 North Washington Avenue Cookeville, TN 38501 Phone: 931-520-2287	Lance Kennedy	Karen Trentham
Cornerstone Elementary 371 First Avenue South Baxter, TN 38544 Phone: 931-858-6601	Jay Coutta	Tammy Hoover

White Plains Academy 288 E. Main Street Algood, TN 38506 Phone: 931-537-3862	Johnny Matheney	Margaret Copeland
Jere Whitson Elementary School 288 East Main Street Algood, TN 38506 Phone: 931-526-6575	Kevin Moss	Tina Francis
Monterey High School 710 Commercial Avenue, South Monterey, TN 38574 Phone: 931-839-2970	Ben Novak	Bree Wheeler
Northeast Elementary School 575 Old Kentucky Road Cookeville, TN 38501 Phone: 931-526-2978	Chris Pierce	Dr. Melissa Palk
Park View Elementary School 545 Scott Avenue Cookeville, TN 38501 Phone: 931-526-2516	Wayne Haggard	Dr. Mel Presley
Prescott South Elementary School 115 W. Cemetery Road Cookeville, TN 38506 931-526-2275	Dale Bryant	Catherine Jones
Prescott South Middle School 1859 South Jefferson Avenue Cookeville, TN 38506 931-528-3647	Justin Campbell	Tera Brooks
Sycamore Elementary School 452 Ellis Avenue Cookeville, TN 38501 Phone: 931-526-9322	Chris Pierce	Tracy Nabors
Upperman Middle School 6700 Nashville Hwy. Baxter, TN 38544 Phone: 931-858-6601	Dustin Williams	Lesley Herron
Upperman High School 6950 Nashville Highway Baxter, TN 38544 Phone: 931-858-3112	Steve Robbins	Michelle Bowman
Central Administrative 1400 East Spring Street Phone: 931-526-9777	Tim Martin	Angie Knight

Title IV / Title IX Coordinator:
Angie Knight, HR Director
Putnam Co. Board of Education
1400 East Spring Street

Cookeville, TN 38506
931-526-9777

EXHIBIT
tabbies
V F.20
06-29-23

Putnam County Board of Education
Agenda Request

(July BOE Mtg)

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request: 931.526.9777.1435

Account Funding Code (if appropriate)

_____Backup included

_____Backup to follow

Approval of the following individuals to serve on the Collaborative Conferencing Team for 2023-2024:

PET – Danielle Johnson, Dee Bean, & Sandy Harris

PCEA – Diane Phy, Leslie Worsham, Cristal Roberts

Unaffiliated – Gavin Moore

BOE- Max Petett, Rhonda Mahan, Mark McReynolds, Tim Martin, Bridgette Carwile, Dr. Sharon Anderson and Angie Knight

Respectfully submitted,

Angie Knight
06/21/2023

Angie Knight 6/21/23
Signature of Person Making Request Date

Signature of Director of Schools Date

rec'd
06-21-23

EXHIBIT
tabbies
V F.21.
06/29/23
(July BOE Mtg)

PCSS Board Agenda Request

Date: June 21, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

✓ Backup included

_____ Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval of the change request from Covington Flooring, Birmingham, Alabama due to the unforeseen conditions that were observed after the removal of the water damaged wood floor at ATMS in the amount of $28,215.00 to be paid for by insurance funds

received
06-21-23

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Magura, John <maguraj@pcsstn.com>

Attached Image

Magura, John <maguraj@pcsstn.com> Tue, Jun 13, 2023 at 5:24 PM
To: Corby King <kingc11@pcsstn.com>, "Martin, Tim" <martint3@pcsstn.com>
Cc: Mark McReynolds <mmcreynolds@pcsstn.com>, "Anderson, Alma" <andersona1@pcsstn.com>

Gentlemen,

We ran into an unforeseen issue while removing the water damaged gym floor at ATMS. The original construction drawing (see attached detail 10/A-32) notes a 3" floor depression in the concrete slab and a corresponding 3" floor assembly. We used that detail to put together the bidding documents and Covington Floorings original quote is based upon that information.

After removal of the floor the "actual" floor depression varies from 3-7/8" to 4-1/2". The original floor assembly design will have to be modified to make up for this discrepancy. Robbins Sports Surfaces, the manufacturer of the floor assembly components, have reviewed the proposed changes and feel this new configuration is the most cost efficient assembly to maintain their design requirements for optimum performance of the floor system.

This afternoon I asked Mrs. Parker of Covington Flooring if she could give me an idea of the timetable to install the gym floor based on these changes. She stated that if she received immediate approval to proceed with the changes she thinks the floor can be completed during the last week of July.

I really don't see another option but to move forward with this change. I therefore need your approval to give Covington Flooring the go ahead to proceed with the proposed changes which will increase their contract amount by $28, 215.00.

If you have any questions please give me a call.

John Magura
Putnam County Schools
Facilities Maintenance Supervisor
240 Raider Drive
Cookeville, TN 38506
(931) 520-6409

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159K

covington

Mailing Address:
P. O. Box 19968
Birmingham, Alabama 35219

Shipping Address:
709 1st Avenue North
Birmingham, Alabama 35203

(205) 328-2330
1-800-824-1229
(205) 328-2496 Fax
www.covington.com

June 13, 2023

JOHN MAGURA
PUTNAM COUNTY SCHOOLS
1400 E SPRING STREET
COOKEVILLE, TN 38506

Re: AVERY TRACE MIDDLE SCHOOL
Bid # B2300151

Dear JOHN:

We propose the following scope of work for the above referenced project:

Adjust the work/system to the following:

- Flatten the existing clips
- One continual layer of ¾" Zero G Shock pad as manufactured by Robbins Sport Surfaces
- Add a layer of ¾" plywood
- One layer of 15 lb felt
- 1" thick sleepers placed 12" OC
- One layer of ¾" plywood
- 6" crimped threshold to surround the wood floor

Add To Our Contract $28,215.00

Thank you for the opportunity to quote this project.

Please sign below.

_____

Customer Signature Date

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Magura, John <maguraj@pcsstn.com>

Avery Trace MS - System change

Erica Parker <eparker@covington.com> Tue, Jun 13, 2023 at 1:00 PM
To: "maguraj@pcsstn.com" <maguraj@pcsstn.com>
Cc: Evelyn Zieten <EZieten@covington.com>, Ken Mallett <kmallett@covington.com>

Good Afternoon John,

Thank you for taking the time to meet me at the site yesterday. David was very helpful as well!

In review of the existing condition and respecting cost the best solution that I have is to cover the existing slab with a continual shock pad that is ¾" thick – this is a bit thicker than normal but it will be needed to help offset the variances in the concrete as well as the clips that are embedded in the concrete. This will also serve as the first component to build up the required height of 4" – we noted the system components removed was 3-7/8" but there were several areas shimmed and some areas of fill along the edge We noted profiles of 3-7/8" to 4-1/2"+

One layer of ¾" plywood would be installed over the continual shock pad then a layer of felt and 1" sleepers placed 12" oc, then a layer of ¾" plywood and maple – this will get the average height while addressing insufficiencies while supplying shock absorption.

Ken was able to hold the order from shipping the original system and the manufacture is on stand by. Please advise as soon as possible if we are to proceed with this change.

Respectfully,

Erica Parker

Athletic Sales – TN Region

Covington

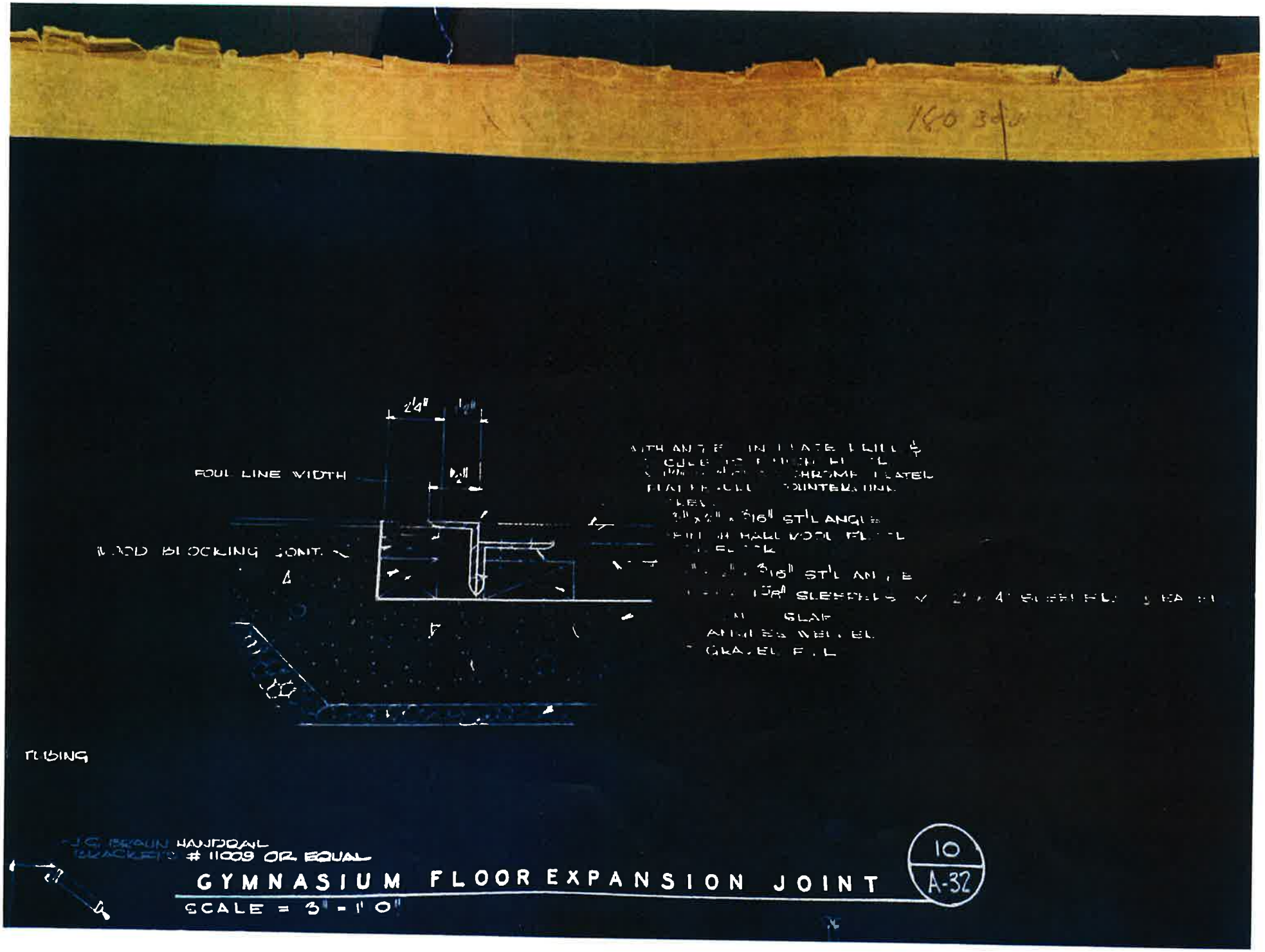
Birmingham Houston Nashville

San Antonio Mobile Atlanta

www.covington.com

Cell 615-969-4080

Birmingham direct number 205-328-2330 Ext 302



J.S. BRAUN HANDRAIL BRACKET # 11009 OR EQUAL

GYMNASIUM FLOOR EXPANSION JOINT

SCALE = 3" - 1'-0"

10
A-32

EXHIBIT
tabbies
V F.22
06-29-23
(July BOE Mtg)

Putnam County Board of Education

Agenda Request

Name of Person Making Request: Candice Waites

Department: Finance

Date: June 21, 2023

Re: Credit card for Student Services

√ Backup included

Agenda item for June 29, 2023 Board meeting.

Consider approval to request and obtain a board credit card from First Horizon for the use of purchasing necessary items for families that are assisted by Student Services. ~~This~~ Per recommendation ~~comes~~ from the State of Tennessee Comptroller's office.

received
06-21-23

PUTNAM COUNTY SCHOOL SYSTEM

ENGAGE INSPIRE ACHIEVE

June 21, 2023

First Horizon

Please issue a credit card in the name of Kristy Hunt with a line of credit in the amount of $5,000.00.

Sincerely,

Kim Cravens

Board Chair, Putnam County Board of Education

1400 East Spring Street • Cookeville, Tennessee 38506 • Office (931) 526-9777 • Director / Board Fax (931) 528-6942 • www.pcsstn.com

EXHIBIT
tabbies
V F.23.
06-29-23

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST

Date: June 20, 2023

Department: Technology

Person Submitting: Johnny Sloan

Account Number (if appropriate) note below

Check one:

☒ Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval of a $20 monthly stipend for cell phone usage for the 2023-24 school year per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology department employees: Scott Allen, Frankie Jerome and Michael McCarver.

NOTES:

received
06-21-23

EXHIBIT
tabbies
V F.24.
06-29-23
(July BOE Mtg)

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST

Date: June 20, 2023
Department: Technology
Person Submitting: Johnny Sloan
Account Number (if appropriate) note
141-71100-722-01607

Check one:

☑ Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval to renew subscription for Gaggle, a K-12 student digital safety platform, from 7/1/23 to 6/30/24, per contract #: Sevier County Schools - Contract 011522SCS from Central Technologies, Inc., Knoxville, TN, per attached quote # 015492 in the amount of $71,875.00, to be paid from: 141-71100-722-01607.

NOTES:

received
06-21-23 BT



We have prepared a quote for you

Gaggle Renewal

Quote # 015492
Version 1

Prepared for:

Putnam County School System

Angie Smith
asmith4@pcsstn.com

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

CENTRAL Technologies, Inc.

Products

Description		Price	Qty	Ext. Price
Gaggle Safety	**Gaggle Safety Management for Google - Student**	$5.75	12500	$71,875.00

Subtotal: **$71,875.00**

Purchasing Vehicle

Description		Qty
SEVIER	**Sevier County Schools - Contract 011522SCS**	1

Renewal Info

Commencement Date: 7/1/2023
Service End Date: 6/30/2024
Contract End Date: 6/30/2024

6101 Industrial Heights Dr. NW
Knoxville, TN 37909
centralinc.com

CENTRAL Technologies, Inc.

Gaggle Renewal

Prepared by:

Knoxville HQ

Joe Alissandrello
423-580-3322
joe@centralinc.com

Prepared for:

Putnam County School System

1400 East Spring Street
Cookeville, TN 38506
Angie Smith
(931) 526-9777
asmith4@pcsstn.com

Quote Information:

Quote #: 015492

Version: 1
Delivery Date: 06/21/2023
Expiration Date: 07/10/2023

Quote Summary

Description	Amount
Products	$71,875.00
Total:	**$71,875.00**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knoxville HQ

Signature: Joe Alissandrello

Name: Joe Alissandrello

Title: Senior Account Manager

Date: 06/21/2023

Putnam County School System

Signature: _____

Name: Angie Smith

Date: _____

EXHIBIT
tabbies
VI A.
06-29-23
(July BOE mtg)

Board Agenda Request
For 2023 Meeting

Date 6/15/2023

Department Teaching and Learning

Person Submitting Dr. Chris Winningham

Account Number (if appropriate) _____

Check one:

X Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

- Consider the approval of the updated Putnam County School System Policy 6.312- Use of Personal Communication Devices and Electronic Devices

received
06-14-23

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Use of Personal Communication Devices and Electronic Devices**	**6.312**	**03/05/15**
		Rescinds: **6.312**	Issued: **02/07/08**

Students may possess personal communication devices and personal electronic devices so long as such devices are turned off and stored in backpacks, purses, or personal carry-alls. Such devices include, but are not limited to, wearable technology such as eye glasses, rings, or watches that have the capability to record, live stream, or interact with wireless technology; cell phones; laptops; tablets; and mp3 players. During classroom instructional time, All cell phones are to be stored in PCSS-approved classroom pocket chart cell phone holders. However, a teacher may grant permission for the use of these devices to assist with instruction in his/her classroom. ~~and teachers are encouraged to integrate the devices into their course work.~~ The principal or his/her designee may also grant a student permission to use such a device at his/her discretion.

Unauthorized use or improper storage of a device will result in confiscation until such time as it may be released to the student and/or the student's parents or guardian. A student in violation of this policy is subject to disciplinary action.

EXAMINATION OF CELL PHONES/ELECTRONIC DEVICES

If the school principal or his/her designee has reasonable suspicion that a cell phone, personal communication device, or camera is used in violation of this policy, the principal and/or his/her designee may review the history of the cell phone with respect to the call list/log; text messages sent; and/or photographs taken. The principal and/or his/her designee may also review the contents of a cell phone if they have reasonable suspicion to believe that any student's or other individual's safety and/or health are in danger. This shall be set forth in the handbook for each school and disseminated to the parents and/or guardians of each student.

AGREEMENT TO RULES AND POLICY

By allowing a student to bring a cell phone, personal communication device, or electronic device to school, the parent and the student voluntarily agree to abide by these disciplinary rules and restrictions and the disciplinary rules established at each school by the principal and/or his/her designee with respect to said items at each individual school.

The Putnam County Board of Education, its schools, nor its employees assume no responsibility or liability for the loss of or damage to any student's personal communication device, or for the unauthorized use of a student's personal communication device.

1st Offense	2nd Offense	3rd Offense	4th Offense
- Warning - The teacher takes the phone to administration and the offense is documented in PowerSchool. - Student is able to pick the phone back up at the end of the school day.	- The teacher takes the phone to administration and the offense is documented in PowerSchool. - The student is assigned to either 1 day of after-school detention **or** 2 days of lunch detention. - Phone is held and given back at the end of the one (1) day of afterschool detention OR phone is held for the day and given back after each of the 2 days of lunch detention.	- The teacher takes the phone to administration and the offense is documented in PowerSchool. - Student serves 1 day of ISS. The parent is required to pick up the phone after the student has served the day of ISS.	- The teacher takes the phone to administration and the offense is documented in PowerSchool. - Student serves 3 days of ISS. The phone is given back after each day of ISS served. - For the remainder of the year after the 4th offense, the student checks in the phone at the office at or before 8 am every school day, and the phone is returned to the student at 3 pm at the end of every school day.

EXHIBIT
tabbies
VI B2
06-29-23
(July BOE Mtg)

Putnam County Board of Education's Guidelines for Addressing the Board at the Public Comment Section ~~After Adjournment~~ Before Approval of the Consent Agenda of a Regular Meeting

The Putnam County Board of Education welcomes public comment ~~after the adjournment~~ before approval of the Consent Agenda of a Regular Board Meeting.

TIME

Each speaker may speak up to ~~five (5)~~ three (3) minutes. Our timekeeper will start timing when the speaker begins and speakers should conclude their remarks within the time period. The Board generally allows up to a 30-minute period of time for Public Comments on ~~Non-~~Agenda Items ~~after adjournment~~ before approval of the Consent Agenda of a Regular Meeting. If a large number of speakers are expected on a particular topic, the Board may limit the total time for comment and/or may reduce the time allotted for each speaker and will announce this change in advance. Speakers are encouraged to prepare their remarks to fit within the time limit.

TOPICS

All comments should address a matter related to Putnam County Schools' agenda. Comments related to an individual student-related matter must be directed to the appropriate staff, and not shared at a public meeting where the disclosure could violate applicable confidentiality requirements.

DECORUM

Speakers will present their comments from the podium. The Board expects each speaker will be courteous, modeling for our students how one can respectfully disagree with others' views. Speakers will address their comments to the Board Chair and not to one individual Board member, the Director, a staff member, or the audience.

ACCOMMODATIONS

To ensure all Putnam County citizens have an opportunity to speak, the following guidelines have been established:

- Any person with a disability who needs accommodation to provide public comment is requested to contact the Board office at 931-526-9777 at least three (3) business days in advance of a meeting to request assistance.

SIGNING UP TO ADDRESS THE BOARD

Putnam County citizens may request to address the Board during the Public Comment Section ~~after adjournment~~ before the approval of the Consent Agenda of a Regular Board meeting, as follows:

- Speakers may submit their written request to the Board Chair Putnam County Board of Education 1400 East Spring Street Cookeville, TN 38506.
- Written request must include the speakers name, address, contact information, ~~presentation topic~~ agenda item to be addressed and must be submitted and received twenty-four (24) hours prior to the meeting.
- Speakers will be called in the order in which their requests were received.
- Speakers may not speak more than once on a specific topic.

received
06-26-23

EXHIBIT tabbies VI B3 06-29-23 (Jan BOE Mtg)

PUTNAM COUNTY SCHOOL SYSTEM ENGAGE INSPIRE ACHIEVE

Reid, Sharo

TSBA Legal Department - New Law on Public Comment Period During Board Meetings

1 message

Ben Torres <btorres@tsba.net>
Reply-To: Ben Torres <btorres@tsba.net>
To: reids2@pcsstn.com

Thu, Jun 8, 2023 at 3:18 PM

Memo: New Law on Public Comment Period During Board Meetings

Email not displaying correctly?
View it in your browser.

TSBA

TO: Board Members, Superintendents

FROM: Ben Torres, TSBA Assistant Executive Director and General Counsel

SUBJECT: New Law on Public Comment Period During Board Meetings

DATE: June 8, 2023

On July 1, 2023, Public Chapter 300 takes effect and requires governing bodies, including school boards, to reserve a time for public comment during meetings. The law provides boards with significant flexibility, and each board should take the time to determine what types of requirements will be included in board policy.

Each public meeting with actionable items on the agenda requires a period of public comment. This would include regular board meetings, special called meetings, or emergency meetings if the board plans to take a vote on any agenda item. The exception to this requirement is disciplinary hearings. At a minimum, boards must allow individuals to comment on matters that are germane to the items listed on the agenda. A board also has the ability to allow public comments on additional topics.

Boards may also put reasonable restrictions in place such as defining the overall length of the public comment period, the number of speakers, and the length of time that each speaker will be allowed to provide comment. For example, the board could decide on thirty (30) minutes of public comment and provide ten (10) speakers with three (3) minutes each. The board should clearly define any requirements in board policy and consistently apply their policy to all speakers.

received 06-08-23

The board may require speakers to provide notice in advance of the meeting. This could include requiring individuals to place their name on a sign-up sheet prior to the meeting or provide other types of advanced notice. Finally, any notice for a public meeting sent by the school district must indicate the way a person may communicate their desire to provide public comment at the meeting. For example, the notice of a board meeting sent to the local newspaper would include information on the sign-up sheet that individuals must complete prior to the board meeting.

The new law provides flexibility on how boards conduct their public comment period during board meetings. Even though there are boards throughout the state who currently reserve a period of time for public comment during board meetings, we encourage everyone to review and update their policies to ensure their current practices align with this new law and meet local needs.

Click here to view Public Chapter 300.

DISCLAIMER: TSBA provides legal education and information as a general service to TSBA members. The information provided here does not establish an attorney-client relationship. Additionally, the information provided should not be interpreted or used as a substitute for a legal opinion from a school attorney. Before making legal decisions, school boards and administrators should consult with their attorney or other qualified counsel.

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525 Brick Church Park Drive ♦ Nashville, TN 37207 ♦ Telephone (615) 815-3900 ♦ (800) 448-6465 ♦ Fax (615) 815-3911
www.tsba.net

Assisting school boards in effectively governing school districts

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Our mailing address is:
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525 Brick Church Park Dr
Nashville, TN 37207-3219

Add us to your address book

800/448-6465

unsubscribe from this list | update subscription preferences

State of Tennessee

PUBLIC CHAPTER NO. 300

HOUSE BILL NO. 448

By Representatives Davis, Fritts, Cepicky, Hardaway, Lynn, Slater

Substituted for: Senate Bill No. 551

By Senators Lowe, Jackson

AN ACT to amend Tennessee Code Annotated, Title 8, Chapter 44, Part 1, relative to public meetings.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 8, Chapter 44, Part 1, is amended by adding the following as a new section:

(a) A governing body shall, for each public meeting, reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda for the meeting.

(b) The governing body may put reasonable restrictions on the period for public comment, such as the length of the period, the number of speakers, and the length of time that each speaker will be allowed to provide comment. The governing body may require a person to give notice in advance of the desire to offer comments at a meeting. The governing body shall take all practicable steps to ensure that opposing viewpoints are represented fairly, if any.

(c) A notice for a public meeting shall indicate the manner in which a person may indicate the person's desire to provide public comment at the meeting.

(d) This section does not apply to:

(1) A meeting of a governing body, or a portion thereof, where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body; or

(2) A meeting for which there are no actionable items on the agenda.

SECTION 2. This act takes effect July 1, 2023, the public welfare requiring it.

HOUSE BILL NO. 448

PASSED: April 5, 2023

CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 28th day of April 2023

BILL LEE, GOVERNOR

EXHIBIT
tabbies
VI B.1
06-29-23

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Appeals to and Appearances Before the Board**	**1.404**	**06/29/23**
		Rescinds: **1.404**	Issued: **09/02/21**

APPEALS TO THE BOARD

All matters relating to the operation of the school system may be appealed to the Board. However, the Board desires that all matters be settled at the lowest level of responsibility and will not hear complaints or concerns which have not advanced through the proper procedure from the point of origin.

If, after such procedure is followed, there is still a desire to appeal to the Board, the matter shall be referred in writing and the Board shall determine whether to provide a hearing.

Any member of the public or any delegation desiring an audience with the Board shall submit the request in writing to the ~~chairperson of the Board~~ director of schools stating the nature of the business and the name and address of the spokesperson. The Board may agree to hear any individual or organization at any time.

APPEARING BEFORE THE BOARD

Individuals desiring to appear before the Board during the public comment ~~session~~ section of agenda may request in writing to the director of schools twenty-four (24) hours before the meeting. Public comment protocol guidelines are available at the office of the director of schools. The chairman may recognize individuals not on the agenda for remarks to the Board if he/she determines that such is in the public interest. A majority vote of members present can overrule the decision of the chairman.

Recognition of individuals who are not citizens of the school system is to be determined by a majority vote of the Board.

Persons speaking to the Board shall address remarks to the chairman and may direct questions to individual board members or staff members only upon approval of the chairman. Each person speaking shall state his name, address, and subject of presentation. Remarks will be limited to ~~five (5)~~ three (3) minutes unless time is extended by a majority vote of the Board. The chairman shall have the authority to terminate the remarks of any individual who does not adhere to the above rules or chooses to be abusive to an individual board member or the Board as a whole or to a staff member.[1] Members of the Board and the director of schools may have the privilege of asking questions of any person who addresses the Board.

Individuals desiring additional information about any item on the agenda shall direct such inquiries to the office of the director of schools.

Legal References

1. TCA 4939-17-306

Cross References

School Board Meetings 1400

Agendas 1.403

Complaints About School Personnel 5.502

EXHIBIT
tabbies
VII A1a (1)
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay American Constructors, Inc. in the amount of $4,367,822.89 and Pinnacle Bank (retainage) in the amount of $212,639.78 for pay application #10 related to the Parkview School project to be paid from the Putnam County Bond Issue.

received
06-22-23

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER: Putnam County School Board
Attn: Kim Cravens, Board Chairman
kim.cravens@pcsstn.com
1400 East Spring Street
Cookeville, TN 38506

CONTRACTOR:
American Constructors, Inc.
P. O. Box 947
Brentwood, Tennessee 37024

PROJECT: Park View Elementary
Attn: Mark McReynolds, Finance Director
mmcreynolds@pcsstn.com

ARCHITECT: Kim Allen Chamberlin kchamberlin@uplanddesigngroup.com
Upland Design Group, Inc.
362 Industrial Blvd
Crossville, TN 38555

APPLICATION NO: 750-10
PERIOD TO: June 21, 2023
PROJECT NO:
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		45,521,772.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		45,521,772.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		18,410,099.72
5. RETAINAGE:		
a. Retainage Added this Month	212,639.78	
Retainage Previous Balance	605,909.94	
b. ____ % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		818,549.72
6. TOTAL EARNED LESS RETAINAGE		17,591,550.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		13,223,727.11 **
8. CURRENT PAYMENT DUE		4,367,822.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		27,930,222.00

**** Unpaid Balance** 0.00

CHANGE ORDER SUMMARY		DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

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

CONTRACTOR: AMERICAN CONSTRUCTORS, INC.

By: _____ Date: June 22, 2023
Derek S. Martin, President

State of: Tennessee County of: Davidson
Subscribed and sworn to before me this 22nd day of June, 2023
Notary Public: Margie A. Eblen
My Commission expires: March 3, 2026

MARGIE A. EBLEN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires March 03, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $4,367,822.89

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

ARCHITECT:

By: Kim Allen Chamberlin Pres. Date: 6/22/23

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

PROGRESS BILLING

Application: 10

Period: 06/22/2023

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
0 02.35 Cap Grouting Al	1,150,750.00		1,150,750.00	1,137,856.00	12,894.00		1,150,750.00	100.00		57,537.50
0 03.00 Cast In Place C	2,359,381.00		2,359,381.00	2,003,999.63	62,108.58		2,066,108.21	87.57	293,272.79	103,305.41
0 03.30 Hollow Core Co	424,000.00		424,000.00	336,571.20	43,416.00		379,987.20	89.62	44,012.80	18,999.36
0 04.00 Masonry	6,242,868.00		6,242,868.00	2,355,504.06	947,511.78		3,303,015.84	52.91	2,939,852.16	165,150.79
0 05.00 Steel and Metals	3,346,013.00		3,346,013.00	73,740.00	2,225,155.00		2,298,895.00	68.71	1,047,118.00	114,944.75
0 06.05 Rough Carpent	174,396.00		174,396.00						174,396.00	
0 07.00 Caulk / Waterpr	402,954.00		402,954.00						402,954.00	
0 07.04 ACM Panels	145,000.00		145,000.00						145,000.00	
0 07.08 Horizontal Wall	250,400.00		250,400.00						250,400.00	
0 07.20 Roofing	1,473,000.00		1,473,000.00	15,000.00		725,403.20	740,403.20	50.26	732,596.80	37,020.16
0 08.00 Overhead Doors	84,287.00		84,287.00						84,287.00	
0 08.10 Glass and Glazing	1,552,377.00		1,552,377.00						1,552,377.00	
0 08.15 Doors / Frame	761,222.00		761,222.00	55,114.46	48,053.54		103,168.00	13.55	658,054.00	5,158.40
0 09.00 LG Framing &	947,205.00		947,205.00	18,500.00			18,500.00	1.95	928,705.00	925.00
0 09.20 Resilient Flooring	347,000.00		347,000.00						347,000.00	
0 09.25 Resinous Flooring	132,560.00		132,560.00						132,560.00	
0 09.30 Wood Flooring	164,854.00		164,854.00						164,854.00	
0 09.40 Acoustical Ceilings	331,000.00		331,000.00						331,000.00	
0 09.45 Acoustical Panels	97,000.00		97,000.00						97,000.00	
0 09.90 Painting	346,526.00		346,526.00						346,526.00	
0 10.00 Accordion Partitions	18,952.00		18,952.00						18,952.00	
0 10.10 Lockers	83,176.00		83,176.00						83,176.00	
0 10.20 Display Boards	53,400.00		53,400.00						53,400.00	
0 10.30 Signage	55,150.00		55,150.00						55,150.00	
0 10.40 Toilet Partitions	90,910.00		90,910.00						90,910.00	
0 10.50 Toilet Accessories	32,400.00		32,400.00						32,400.00	
0 10.60 Fire Protection	4,850.00		4,850.00						4,850.00	
0 10.70 Flagpole	4,900.00		4,900.00						4,900.00	
0 10.80 Display Cases	31,100.00		31,100.00						31,100.00	
0 11.00 Food Service	1,149,713.00		1,149,713.00						1,149,713.00	

PROGRESS BILLING

Application: 10

Period: 06/22/2023

Schedule of Work Completed

Description of Work	Scheduled	Changes	Contract	Previous	Current Comp.	Stored Mat.	Total Comp.	%	Balance	Retained
0 11.11 Building Athletic	153,588.00		153,588.00						153,588.00	
0 12.00 Casework	800,785.00	-200,000.00	600,785.00	66,863.00			66,863.00	11.13	533,922.00	3,343.15
0 12.10 Telescoping Ble	35,000.00	200,000.00	235,000.00						235,000.00	
0 12.30 Window Coverings	53,515.00		53,515.00						53,515.00	
0 14.00 Elevators	95,890.00		95,890.00						95,890.00	
0 21.00 Fire Protection	595,285.00		595,285.00						595,285.00	
0 22.00 Plumbing	1,558,015.00		1,558,015.00	485,472.50	173,490.00		658,962.50	42.30	899,052.50	32,948.13
0 23.00 Mechanical / HVAC	4,161,432.00		4,161,432.00	493,302.60	869,794.15		1,363,096.75	32.76	2,798,335.25	68,154.84
0 23.10 Test and Balance	47,370.00		47,370.00						47,370.00	
0 26.00 Electrical	4,232,000.00		4,232,000.00	365,180.00	630,173.84		995,353.84	23.52	3,236,646.16	49,767.69
0 27.00 Low Voltge Systems	342,848.00		342,848.00						342,848.00	
0 31.00 Earthwork	3,369,279.00		3,369,279.00	2,389,194.73	410,833.00		2,800,027.73	83.10	569,251.27	140,001.39
0 32.00 Exterior Improv	1,512,932.00		1,512,932.00	89,090.00			89,090.00	5.89	1,423,842.00	4,454.50
0 33.00 Utilities	866,777.00		866,777.00	163,207.00	167,200.00		330,407.00	38.12	536,370.00	16,520.35
0 96.00 Contingency All	750,000.00		750,000.00	-18,600.00	24,966.00		6,366.00	0.85	743,634.00	318.30
0 97.00 General Conditions	2,304,285.00		2,304,285.00	699,967.00	129,150.00		829,117.00	35.98	1,475,168.00	
0 97.60 Taxes and Insur	634,620.00		634,620.00	479,561.09	22,401.01		501,962.10	79.10	132,657.90	
0 99.99 Fee	1,750,807.00		1,750,807.00	531,910.07	176,116.28		708,026.35	40.44	1,042,780.65	
Totals:	**45,521,772.00**		**45,521,772.00**	**11,741,433.34**	**5,943,263.18**	**725,403.20**	**18,410,099.72**	**40.44**	**27,111,672.28**	**818,549.72**

CONTINUATION SHEET

02.35 Cap Grouting

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Mobilization	$ 44,008.00	$ 44,008.00	$ -	$ -	$ 44,008.00	100.00%	$ -	$ 2,200.40
	Casing Installation	$ 302,400.00	$ 302,400.00	$ -	$ -	$ 302,400.00	100.00%	$ -	$ 15,120.00
	Secondary Casing Installation	$ 150,400.00	$ 150,400.00	$ -	$ -	$ 150,400.00	100.00%	$ -	$ 7,520.00
	Grout Placement	$ 368,550.00	$ 368,550.00	$ -	$ -	$ 368,550.00	100.00%	$ -	$ 18,427.50
	Seocndary Grout Placement	$ 183,300.00	$ 183,300.00	$ -	$ -	$ 183,300.00	100.00%	$ -	$ 9,165.00
	Surface Void Grouting	$ 68,250.00	$ 68,250.00	$ -	$ -	$ 68,250.00	100.00%	$ -	$ 3,412.50
	Secondary Surface Void Grouting	$ 33,842.00	$ 33,842.00	$ -	$ -	$ 33,842.00	100.00%	$ -	$ 1,692.10
	Cap Grouting Totals	**$ 1,150,750.00**	**$ 1,150,750.00**	**$ -**	**$ -**	**$ 1,150,750.00**	**100.00%**	**$ -**	**$ 57,537.50**

CONTINUATION SHEET

03.00 CAST-IN-PLACE CONCRETE

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
03.00.01	General Conditions	$ 131,952.00	$ 110,621.93	$ 10,000.00	$ -	$ 120,621.93	91.41%	$ 11,330.07	$ 6,031.10
03.00.02	Concrete Reinforcement Material	$ 498,272.00	$ 480,873.42	$ 17,398.58	$ -	$ 498,272.00	100.00%	$ -	$ 24,913.60
00.00	Footings	$ 493,922.00	$ 471,674.28	$ 18,905.00	$ -	$ 490,579.28	99.32%	$ 3,342.72	$ 24,528.96
03.00.04	Slab on Grade	$ 777,600.00	$ 777,600.00		$ -	$ 777,600.00	100.00%	$ -	$ 38,880.00
03.00.05	Topping Slab	$ 334,300.00	$ 156,000.00		$ -	$ 156,000.00	46.66%	$ 178,300.00	$ 7,800.00
03.00.06	Formed Elevated Concrete	$ 20,826.00	$ 7,230.00	$ 4,305.00	$ -	$ 11,535.00	55.39%	$ 9,291.00	$ 576.75
03.00.07	Grout baseplates	$ 2,741.00	$ -		$ -	$ -	0.00%	$ 2,741.00	$ -
03.00.08	Pan Stair Fill	$ 8,236.00	$ -		$ -	$ -	0.00%	$ 8,236.00	$ -
03.00.09	Misc Concrete	$ 91,532.00	$ -	$ 11,500.00	$ -	$ 11,500.00	12.56%	$ 80,032.00	$ 575.00

CONTINUATION SHEET

03.30 Hollow Core Concrete Planks

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Hollowcore Material	$ 298,339.00	$ 236,821.50	$ 30,500.00	$ -	$ 267,321.50	89.60%	$ 31,017.50	$ 13,366.07
	Hollowcore Freight	$ 45,000.00	$ 35,721.00	$ 4,600.00	$ -	$ 40,321.00	89.60%	$ 4,679.00	$ 2,016.05
	Hollowcore Erection	$ 69,925.00	$ 55,506.47	$ 7,210.00	$ -	$ 62,716.47	89.69%	$ 7,208.54	$ 3,135.82
	Material Tax	$ 10,736.00	$ 8,522.24	$ 1,106.00	$ -	$ 9,628.24	89.68%	$ 1,107.76	$ 481.41
	Cast-In-Place Concrete Totals	**$ 424,000.00**	**$ 336,571.20**	**$ 43,416.00**	**$ -**	**$ 379,987.20**	**89.62%**	**$ 44,012.80**	**$ 18,999.36**

CONTINUATION SHEET

04.00 Masonry

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Mobilization & Foundation Block	$ 402,000.00	$ 352,000.00	$ 45,000.00		$ 397,000.00	98.76%	$ 5,000.00	$ 19,850.00
	Masonry Reinforcement Material	$ 574,189.00	$ 406,215.00	$ 152,202.00		$ 558,417.00	97.25%	$ 15,772.00	$ 27,920.85
	CMU Walls	$ 4,218,275.00	$ 1,289,033.00	$ 735,000.00		$ 2,024,033.00	47.98%	$ 2,194,242.00	$ 101,201.65
	Brick	$ 1,030,904.00	$ 323,565.84			$ 323,565.84	31.39%	$ 707,338.16	$ 16,178.29
	Precast Stone	$ 17,500.00	$ -			$ -	0.00%	$ 17,500.00	$ -
	Masonry Totals	**$ 6,242,868.00**	**$ 2,370,813.84**	**$ 932,202.00**	**$ -**	**$ 3,303,015.84**	**52.91%**	**$ 2,939,852.16**	**$ 165,150.79**

CONTINUATION SHEET

05.00 Steel & Metals

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Submittals	$ 50,000.00	$ 40,000.00	$ 10,000.00	$ -	$ 50,000.00	100.00%	$ -	$ 2,500.00
	Structural Metals	$ 308,000.00	$ 308,000.00	$ -		$ 308,000.00	100.00%	$ -	$ 15,400.00
	Joists & Decking	$ 1,544,644.00	$ -	$ 1,544,644.00	$ -	$ 1,544,644.00	100.00%	$ -	$ 77,232.20
	Structural Erection	$ 652,025.00	$ 18,430.00	$ 104,350.00	$ -	$ 122,780.00	18.83%	$ 529,245.00	$ 6,139.00
	Misc	$ 791,344.00	$ -	$ 273,471.00	$ -	$ 273,471.00	34.56%	$ 517,873.00	$ 13,673.55
	Steel Totals	**$ 3,346,013.00**	**$ 366,430.00**	**$ 1,932,465.00**	**$ -**	**$ 2,298,895.00**	**68.71%**	**$ 1,047,118.00**	**$ 114,944.75**

CONTINUATION SHEET

07.20 Roofing

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Insurance, Bonds Permits	$ 10,000.00	$ 10,000.00	$ -	$ -	$ 10,000.00	100.00%	$ -	$ 500.00
	General Conditions/Submittals	$ 30,000.00	$ 5,000.00	$ -	$ -	$ 5,000.00	16.67%	$ 25,000.00	$ 250.00
	Stock, Set Up & Safety	$ 15,000.00	$ -	$ -	$ -	$ -	0.00%	$ 15,000.00	$ -
	Equipment	$ 30,000.00	$ -	$ -	$ -	$ -	0.00%	$ 30,000.00	$ -
	Dumpsters, Disposal	$ 11,246.00	$ -	$ -	$ -	$ -	0.00%	$ 11,246.00	$ -
	Roofing Material	$ 906,754.00	$ -	$ -	$ 725,403.20	$ 725,403.20	80.00%	$ 181,350.80	$ 36,270.16
	Labor	$ 360,000.00	$ -	$ -	$ -	$ -	0.00%	$ 360,000.00	$ -
	Edge Metals	$ 100,000.00	$ -	$ -	$ -	$ -	0.00%	$ 100,000.00	$ -
	Demobilization	$ 5,000.00	$ -	$ -	$ -	$ -	0.00%	$ 5,000.00	$ -
	Warranty/Closout	$ 5,000.00	$ -	$ -	$ -	$ -	0.00%	$ 5,000.00	$ -

CONTINUATION SHEET

08.15 Doors, Frames & Hardware

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
									$ -
	Hollow Metal Materials	$ 90,157.00	$ 46,518.46	$ 38,210.00	$ -	$ 84,728.46	93.98%	$ 5,428.54	$ 4,236.42
	Wood Doors	$ 205,920.00	$ -	$ -	$ -	$ -	0.00%	$ 205,920.00	$ -
	Finish Hardware	$ 376,310.00	$ -	$ -	$ -	$ -	0.00%	$ 376,310.00	$ -
	HM Frame Labor - CMU Only	$ 20,581.54	$ 13,939.54	$ 4,500.00	$ -	$ 18,439.54	89.59%	$ 2,142.00	$ 921.98
	Door & Hardware Labor	$ 68,253.46	$ -	$ -	$ -	$ -	0.00%	$ 68,253.46	$ -
	Doors/Frames/Hardware Totals	**$ 761,222.00**	**$ 60,458.00**	**$ 42,710.00**	**$ -**	**$ 103,168.00**	**13.55%**	**$ 658,054.00**	**$ 5,158.40**

CONTINUATION SHEET

09.00 LG Framing & Gypsum Board

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	General Conditions	$ 46,094.00	$ -	$ -	$ -	$ -	0.00%	$ 46,094.00	$ -
	Mobilization	$ 7,500.00	$ -	$ -	$ -	$ -	0.00%	$ 7,500.00	$ -
	Equipment	$ 40,000.00	$ -	$ -	$ -	$ -	0.00%	$ 40,000.00	$ -
	Engineered Shop Drawings	$ 11,000.00	$ 11,000.00	$ -	$ -	$ 11,000.00	100.00%	$ -	$ 550.00
	Submittals	$ 7,500.00	$ 7,500.00	$ -	$ -	$ 7,500.00	100.00%	$ -	$ 375.00
	Supervision	$ 56,000.00	$ -	$ -	$ -	$ -	0.00%	$ 56,000.00	$ -
	Exterior Framing Metal	$ 115,279.00	$ -	$ -	$ -	$ -	0.00%	$ 115,279.00	$ -
	Exterior Framing Labor	$ 64,721.00	$ -	$ -	$ -	$ -	0.00%	$ 64,721.00	$ -
	Sheathing Material	$ 44,256.00	$ -	$ -	$ -	$ -	0.00%	$ 44,256.00	$ -
	Sheathing Labor	$ 29,750.00	$ -	$ -	$ -	$ -	0.00%	$ 29,750.00	$ -
	Insulation Material	$ 29,975.00	$ -	$ -	$ -	$ -	0.00%	$ 29,975.00	$ -
	Insulation Labor	$ 19,782.00	$ -	$ -	$ -	$ -	0.00%	$ 19,782.00	$ -
	Caulking	$ 25,550.00	$ -	$ -	$ -	$ -	0.00%	$ 25,550.00	$ -
	Set Door Frames	$ 8,950.00	$ -	$ -	$ -	$ -	0.00%	$ 8,950.00	$ -
	Drywall Material	$ 101,051.00	$ -	$ -	$ -	$ -	0.00%	$ 101,051.00	$ -
	Drywall Labor	$ 89,752.00	$ -	$ -	$ -	$ -	0.00%	$ 89,752.00	$ -
	Finishing Material	$ 20,489.00	$ -	$ -	$ -	$ -	0.00%	$ 20,489.00	$ -
	Finishing Labor	$ 51,548.00	$ -	$ -	$ -	$ -	0.00%	$ 51,548.00	$ -
	Interior Framing Materials	$ 124,752.00	$ -	$ -	$ -	$ -	0.00%	$ 124,752.00	$ -
	Interior Framing Labor	$ 53,256.00	$ -	$ -	$ -	$ -	0.00%	$ 53,256.00	$ -
	Total	$ 947,205.00	$ 18,500.00	$ -	$ -	$ 18,500.00	1.95%	$ 928,705.00	$ 925.00

CONTINUATION SHEET

12.00 Millwork & Casework (Steve Ward & Associates)

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Drawings/Startup	$ 68,499.00	$ 66,863.00	$ -	$ -	$ 66,863.00	97.61%	$ 68,499.00	$ 3,343.15
	Casework Material	$ 295,225.00	$ -	$ -	$ -	$ -	0.00%	$ 295,225.00	$ -
	Casework Install	$ 65,853.00	$ -	$ -	$ -	$ -	0.00%	$ 65,853.00	$ -
	Millwork Material	$ 88,197.00	$ -	$ -	$ -	$ -	0.00%	$ 88,197.00	$ -
	Millwork Install	$ 55,357.00	$ -	$ -	$ -	$ -	0.00%	$ 55,357.00	$ -
	Solid Surface Material	$ 22,435.00	$ -	$ -	$ -	$ -	0.00%	$ 22,435.00	$ -
	Solid Surface Install	$ 5,219.00	$ -	$ -	$ -	$ -	0.00%	$ 5,219.00	$ -
	Totals	**$ 600,785.00**	**$ 66,863.00**	**$ -**	**$ -**	**$ 66,863.00**	**11.13%**	**$ 600,785.00**	**$ 3,343.15**

CONTINUATION SHEET

Telescoping Bleachers

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
								$ -	
	Telescoping Bleachers Material	$ 212,000.00	$ -	$ -	$ -	$ -	0.00%	$ 212,000.00	$ -
	Telescoping Bleachers Labor	$ 23,000.00	$ -	$ -	$ -	$ -	0.00%	$ 23,000.00	$ -
	Totals	$ 235,000.00	$ -	$ -	$ -	$ -		$ 235,000.00	$ -

CONTINUATION SHEET

22.00 PLUMBING

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Mobilization	$ 76,050.00	$ 76,050.00		$ -	$ 76,050.00	100.00%	$ -	$ 3,802.50
	Project Management	$ 60,000.00	$ 21,200.00	$ 4,500.00	$ -	$ 25,700.00	42.83%	$ 34,300.00	$ 1,285.00
	Permits	$ 3,500.00	$ 3,500.00		$ -	$ 3,500.00	100.00%	$ -	$ 175.00
	Equipment/Tool Rental	$ 64,150.00	$ 21,862.50	$ 2,415.00	$ -	$ 24,277.50	37.84%	$ 39,872.50	$ 1,213.88
	Excavating/Underground	$ 418,515.00	$ 271,035.00	$ 147,480.00	$ -	$ 418,515.00	100.00%	$ -	$ 20,925.75
	Plumbing Materials	$ 381,900.00	$ 78,785.00	$ 19,095.00	$ -	$ 97,880.00	25.63%	$ 284,020.00	$ 4,894.00
	Plumbing Labor	$ 152,450.00	$ 13,040.00		$ -	$ 13,040.00	8.55%	$ 139,410.00	$ 652.00
	Fixture Material	$ 138,500.00	$ -		$ -	$ -	0.00%	$ 138,500.00	$ -
	Fixture Labor	$ 152,450.00	$ -		$ -	$ -	0.00%	$ 152,450.00	$ -
	Insulation	$ 110,500.00	$ -		$ -	$ -	0.00%	$ 110,500.00	$ -
	Plumbing Totals	**$ 1,558,015.00**	**$ 485,472.50**	**$ 173,490.00**	**$ -**	**$ 658,962.50**	**42.30%**	**$ 899,052.50**	**$ 32,948.13**

CONTINUATION SHEET

23.00 HVAC

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
									$ -
	Mobilization	$ 208,174.00	$ 208,174.00		$ -	$ 208,174.00	100.00%	$ -	$ 10,408.70
	Project Management	$ 128,800.00	$ 46,360.00	$ 6,900.00	$ -	$ 53,260.00	41.35%	$ 75,540.00	$ 2,663.00
	Permits	$ 30,240.00	$ 60,480.00		$ -	$ 60,480.00	200.00%	$ (30,240.00)	$ 3,024.00
	Equipment/Tool Rental	$ 76,500.00	$ 19,125.00	$ 15,300.00	$ -	$ 34,425.00	45.00%	$ 42,075.00	$ 1,721.25
	HVAC Equipment	$ 1,544,105.00	$ 479,249.39	$ 119,813.60		$ 599,062.99	38.80%	$ 945,042.01	$ 29,953.15
	HVAC Equipment Labor	$ 101,250.00	$ 5,062.50	$ 10,125.00		$ 15,187.50	15.00%	$ 86,062.50	$ 759.38
	HVAC Piping	$ 287,935.00	$ 143,967.50			$ 143,967.50	50.00%	$ 143,967.50	$ 7,198.38
	HVAC Piping Labor	$ 212,800.00	$ 21,280.00	$ 10,640.00		$ 31,920.00	15.00%	$ 180,880.00	$ 1,596.00
	HVAC Materials	$ 274,874.00	$ 39,979.84	$ 10,994.96		$ 50,974.80	18.54%	$ 223,899.20	$ 2,548.74
	HVAC Labor	$ 456,790.00	$ 77,654.30	$ 13,703.70	$ -	$ 91,358.00	20.00%	$ 365,432.00	$ 4,567.90
	Duct/Pipe Sleeves/Layout	$ 46,440.00	$ 15,186.96	$ 10,200.00	$ -	$ 25,386.96	54.67%	$ 21,053.04	$ 1,269.35
	Air Distirbution Material	$ 78,624.00	$ -		$ -	$ -	0.00%	$ 78,624.00	$ -
	Air Distribution Labor	$ 51,000.00	$ -		$ -	$ -	0.00%	$ 51,000.00	$ -
	Controls	$ 326,000.00	$ -	$ 48,900.00	$ -	$ 48,900.00	15.00%	$ 277,100.00	$ 2,445.00
	Insulation	$ 318,000.00	$ -		$ -	$ -	0.00%	$ 318,000.00	$ -
	Hoisting	$ 19,900.00	$ -		$ -	$ -	0.00%	$ 19,900.00	$ -
	Totals	$ 4,161,432.00	$ 1,116,519.49	$ 246,577.26	$ -	$ 1,363,096.75	32.76%	$ 2,798,335.25	$ 68,154.84

CONTINUATION SHEET

26.00 Electrical

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Mobilization/Submittals	$ 53,060.00	$ 32,000.00	$ 10,600.00	$ -	$ 42,600.00	80.29%	$ 10,460.00	$ 2,130.00
	Temporary Power	$ 75,907.50	$ 33,900.00	$ 12,100.00	$ -	$ 46,000.00	60.60%	$ 29,907.50	$ 2,300.00
	Fixtures	$ 566,680.95	$ -		$ -	$ -	0.00%	$ 566,680.95	$ -
	Switchgear	$ 365,885.10	$ 94,171.39			$ 94,171.39	25.74%	$ 271,713.71	$ 4,708.57
	Feeders- Conduit	$ 136,265.85	$ 44,600.00	$ 7,300.00		$ 51,900.00	38.09%	$ 84,365.85	$ 2,595.00
	Feeders - Wire	$ 179,393.40	$ -			$ -	0.00%	$ 179,393.40	$ -
	Brach-Conduit	$ 729,404.10	$ 201,611.01	$ 18,500.00		$ 220,111.01	30.18%	$ 509,293.09	$ 11,005.55
	Branch-Wire	$ 684,018.00	$ 216,991.44			$ 216,991.44	31.72%	$ 467,026.56	$ 10,849.57
	Boxes Fittings & Hangers	$ 554,850.45	$ 50,980.00	$ 17,600.00	$ -	$ 68,580.00	12.36%	$ 486,270.45	$ 3,429.00
	Fire Alarm	$ 258,980.40	$ 6,500.00		$ -	$ 6,500.00	2.51%	$ 252,480.40	$ 325.00
	Site Underground Utility	$ 252,742.50	$ 4,500.00	$ 129,500.00	$ -	$ 134,000.00	53.02%	$ 118,742.50	$ 6,700.00
	Site Lighting	$ 106,259.40	$ 1,500.00		$ -	$ 1,500.00	1.41%	$ 104,759.40	$ 75.00
	Underslab Rough In	$ 104,968.80	$ 78,900.00	$ 21,500.00	$ -	$ 100,400.00	95.65%	$ 4,568.80	$ 5,020.00
	Gym Sound System	$ 47,644.65	$ -		$ -	$ -	0.00%	$ 47,644.65	$ -
	Cable Tray	$ 48,397.50	$ 12,600.00		$ -	$ 12,600.00	26.03%	$ 35,797.50	$ 630.00
	Devices	$ 51,408.90	$ -		$ -	$ -	0.00%	$ 51,408.90	$ -
	Closeout	$ 16,132.50	$ -		$ -	$ -	0.00%	$ 16,132.50	$ -
	Totals	$ 4,232,000.00	$ 778,253.84	$ 217,100.00	$ -	$ 995,353.84	23.52%	$ 3,236,646.16	$ 49,767.69

CONTINUATION SHEET

31.00 EARTHWORK

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
31.00.01	Mobilization	$ 126,857.66	$ 92,504.00	$ 23,000.00	$ -	$ 115,504.00	91.05%	$ 11,353.66	$ 5,775.20
31.00.02	General Conditions	$ 153,000.00	$ 76,233.00	$ 8,300.00	$ -	$ 84,533.00	55.25%	$ 68,467.00	$ 4,226.65
31.00.03	Layout & Engineering	$ 117,000.00	$ 69,800.00	$ 13,200.00	$ -	$ 83,000.00	70.94%	$ 34,000.00	$ 4,150.00
31.00.04	Erosion Control Instllation	$ 102,063.00	$ 92,981.00	$ 3,200.00	$ -	$ 96,181.00	94.24%	$ 5,882.00	$ 4,809.05
31.00.05	Erosion Control Maintenance	$ 62,063.00	$ 26,851.00	$ 4,800.00	$ -	$ 31,651.00	51.00%	$ 30,412.00	$ 1,582.55
31.00.06	Clearing/Grubbing	$ 109,092.00	$ 101,183.00	$ 7,909.00	$ -	$ 109,092.00	100.00%	$ -	$ 5,454.60
31.00.07	Earthwork	$ 1,672,705.34	$ 1,522,604.73	$ 43,800.00	$ -	$ 1,566,404.73	93.64%	$ 106,300.61	$ 78,320.24
31.00.08	Storm	$ 932,681.00	$ 407,038.00	$ 283,170.00	$ -	$ 690,208.00	74.00%	$ 242,473.00	$ 34,510.40
31.00.09	Topsoil Pacement	$ 93,817.00	$ -	$ 23,454.00	$ -	$ 23,454.00	25.00%	$ 70,363.00	$ 1,172.70
	Earthwork Totals	$ 3,369,279.00	$ 2,389,194.73	$ 410,833.00	$ -	$ 2,800,027.73	83.10%	$ 569,251.27	$ 140,001.39

CONTINUATION SHEET

32.00 EXTERIOR IMPROVEMENTS

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
32.00.01	Paving - Base Stone & Binder	$ 445,448.00	$ 89,090.00	$ -	$ -	$ 89,090.00	20.0%	$ 356,358.00	$ 4,454.50
32.00.02	Curbing	$ 43,800.00	$ -	$ -	$ -	$ -	0.0%	$ 43,800.00	$ -
32.00.03	Paving - Topping	$ 194,415.00	$ -	$ -	$ -	$ -	0.0%	$ 194,415.00	$ -
32.00.04	Striping & Signange	$ 24,913.00	$ -	$ -	$ -	$ -	0.0%	$ 24,913.00	$ -
32.00.05	Site Concrete - 4"	$ 476,936.00	$ -	$ -	$ -	$ -	0.0%	$ 476,936.00	$ -
32.00.06	Site Concrete - 6"	$ 40,836.00	$ -	$ -	$ -	$ -	0.0%	$ 40,836.00	$ -
32.00.07	Site Fencing	$ 67,695.00	$ -	$ -	$ -	$ -	0.0%	$ 67,695.00	$ -
32.00.08	Landscaping	$ 218,889.00	$ -	$ -	$ -	$ -	0.0%	$ 218,889.00	$ -
	Totals	$ 1,512,932.00	$ 89,090.00	$ -	$ -	$ 89,090.00	5.89%	$ 1,423,842.00	$ 4,454.50

CONTINUATION SHEET

33.00 UTILITIES

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
33.00.01	Domestic Water	$ 414,293.00	$ 157,807.00	$ 81,050.00	$ -	$ 238,857.00	57.65%	$ 175,436.00	$ 11,942.85
33.00.02	Fire Water	$ 68,268.00	$ 5,400.00	$ 47,050.00	$ -	$ 52,450.00	76.83%	$ 15,818.00	$ 2,622.50
33.00.03	Sanitary	$ 384,216.00	$ -	$ 39,100.00	$ -	$ 39,100.00	10.18%	$ 345,116.00	$ 1,955.00
	Utility Totals	**$ 866,777.00**	**$ 163,207.00**	**$ 167,200.00**	**$ -**	**$ 330,407.00**	**38.12%**	**$ 536,370.00**	**$ 16,520.35**

CONTINUATION SHEET

96.00 Contingency

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Contingency Balance	$ 750,000.00	$ -	$ -	$ -	$ -	0.00%	$ 748,498.00	$ -
	CP #01 - ASI-001	$ (2,120.00)	$ -	$ -	$ -	$ -	0.00%	$ (2,120.00)	$ -
	CP #02 - ASI 006-R001	$ (2,744.00)	$ -	$ -	$ -	$ -	0.00%	$ (2,744.00)	$ -
	CP #03 - Reconcile Cap Grouting Allowance	$ (32,694.00)	$ (32,694.00)	$ -	$ -	$ (32,694.00)	100.00%	$ -	$ (1,634.70)
	CP #04 - ASI-006 Steel Revisions	$ 39,060.00	$ 19,200.00	$ 19,860.00		$ 39,060.00	100.00%	$ -	$ 1,953.00
	Cap Grouting Totals	**$ 751,502.00**	**$ (13,494.00)**	**$ 19,860.00**	**$ -**	**$ 6,366.00**	**0.85%**	**$ 743,634.00**	**$ 318.30**

CONTINUATION SHEET

97.00 GENERAL CONDITIONS

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
97.00.01	Mobilization	$ 63,311.00	$ 55,360.00		$ -	$ 55,360.00	87.44%	$ 7,951.00	$ -
97.00.02	GC Labor	$ 907,861.50	$ 348,708.00	$ 36,000.00	$ -	$ 384,708.00	42.38%	$ 523,153.50	$ -
97.00.03	Temporary Utilities	$ 171,858.00	$ 19,553.00	$ 11,300.00	$ -	$ 30,853.00	17.95%	$ 141,005.00	$ -
97.00.04	Temporary Facilities	$ 100,029.00	$ 43,760.00	$ 4,700.00	$ -	$ 48,460.00	48.45%	$ 51,569.00	$ -
97.00.05	Safety	$ 107,256.00	$ 30,001.00	$ 13,500.00	$ -	$ 43,501.00	40.56%	$ 63,755.00	$ -
97.00.06	Submittals	$ 28,201.00	$ 19,758.00	$ 700.00	$ -	$ 20,458.00	72.54%	$ 7,743.00	$ -
97.00.07	Progressive Clean Up & Trash Removal	$ 528,229.00	$ 74,587.00	$ 43,000.00	$ -	$ 117,587.00	22.26%	$ 410,642.00	$ -
97.00.08	Final Clean	$ 82,008.00	$ -	$ -	$ -	$ -	0.00%	$ 82,008.00	$ -
97.00.09	Punch List	$ 47,628.00	$ -	$ -	$ -	$ -	0.00%	$ 47,628.00	$ -
97.00.10	Equipment	$ 267,903.50	$ 108,240.00	$ 19,950.00	$ -	$ 128,190.00	47.85%	$ 139,713.50	$ -
	General Conditions Totals	**$ 2,304,285.00**	**$ 699,967.00**	**$ 129,150.00**	**$ -**	**$ 829,117.00**	**35.98%**	**$ 1,475,168.00**	**$ -**

CONTINUATION SHEET

97.60 TAXES AND INSURANCE

APPLICATION DATE: 22-Jun-23
PERIOD TO: 30-Jun-23

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G /C)	BALANCE TO FINISH (C-G)	RETAINAGE
97.60.01	Builders Risk	$ 99,268.00	$ 99,268.00	$ -	$ -	$ 99,268.00	100.00%	$ -	$ -
97.60.02	Business Tax	$ 17,886.00	$ 5,433.65	$ 1,799.45	$ -	$ 7,233.10	40.44%	$ 10,652.90	$ -
97.60.03	Contractors Protective Liability	$ 35,496.00	$ 35,496.00	$ -	$ -	$ 35,496.00	100.00%	$ -	$ -
97.60.04	GL	$ 204,838.00	$ 62,231.44	$ 20,601.56	$ -	$ 82,833.00	40.44%	$ 122,005.00	$ -
97.60.05	Bond	$ 277,132.00	$ 277,132.00	$ -	$ -	$ 277,132.00	100.00%	$ -	$ -
	Taxes and Insurance Totals	$ 634,620.00	$ 479,561.09	$ 22,401.01	$ -	$ 501,962.10	79.10%	$ 132,657.90	$ -

EXHIBIT
tabbies
VII A. 1a(2)
06/29/23
(July BOE mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of $_____ for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

received
06-13-23 AM CK

EXHIBIT
tabbies VII. A 1.a(2)
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of $45,749.39 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

received
06-26-23

Upland Design Group Inc
PO Box 1026
Crossville, TN 38557

Voice: 931-484-7541
Fax: 931-484-2351

INVOICE

Invoice Number: 1921 Inv. 20
Invoice Date: Jun 23, 2023
Page: 1

Bill To:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Ship to:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
1921	New Putnam Co.	Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Elem. School		7/23/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost - $45,521,772.00 x 5% (A/E Fee)= $2,276,088.60 x 86.09% (thru 40.44% CA)= $1,959,484.68 - less previously billed $1,913,735.29= $45,749.39		45,749.39
			Subtotal	45,749.39
			Sales Tax	
			Total Invoice Amount	45,749.39
			Payment/Credit Applied	
			TOTAL	**45,749.39**

Check/Credit Memo No:

EXHIBIT
tabbies VII. A.2a.(1)
06-29-23
(July BOE mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay King Construction Group, Inc. in the amount of $359,534.61 and First Horizon Bank (retainage) in the amount of $18,922.87 for pay application #8 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received
06-22-23

TO OWNER/CLIENT:

Putnam County (TN) Schools
1400 East Spring St.
Cookeville, Tennessee 38506

PROJECT:

Upperman High School Addition
6950 Nashville Hwy.
Baxter, Tennessee 38544

APPLICATION NO: 8
INVOICE NO: 8
PERIOD: 05/19/23 - 06/15/23
PROJECT NO: C011-22
CONTRACT DATE: 9/1/2022

FROM CONTRACTOR:

King Construction Group, Inc.
3307 Burgess Falls rd
Cookeville, Tennessee 38506

VIA ARCHITECT/ENGINEER:

Kim Chamberlin (Upland Design Group, Inc.)
362 Industrial Blvd
Crossville, Tennessee 38555

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$4,739,900.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$4,739,900.00
4.	Total completed and stored to date (Column G on detail sheet)		$2,836,167.44
5.	Retainage:		
	a. 5.00% of completed work	$129,112.13	
	b. 5.00% of stored material	$12,696.25	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$141,808.38
6.	Total earned less retainage (Line 4 less Line 5 Total)		$2,694,359.06
7.	Less previous certificates for payment (Line 6 from prior certificate)		$2,334,824.45
8.	Current payment due:		$359,534.61
9.	Balance to finish, including retainage (Line 3 less Line 6)		$2,045,540.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

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

CONTRACTOR: King Construction Group, Inc.

By: _____ Date: 6-14-23

State of: Tennessee
County of: Putnam
Subscribed and sworn to before me this 14th day of June 2023
Notary Public: Felicia Lack
My commission expires: September 25, 2024

FELICIA LACK
STATE OF TENNESSEE NOTARY PUBLIC
PUTNAM COUNTY

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $359,534.61

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

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 6/15/2023
PERIOD: 05/19/23 - 06/15/23

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1		General Conditions	$268,043.00	$139,382.36	$21,443.44	$0.00	$160,825.80	60.00%	$107,217.20	$8,041.28
2		Permits & Startup Costs	$96,755.00	$96,755.00	$0.00	$0.00	$96,755.00	100.00%	$0.00	$4,837.75
3		Mobilization	$34,135.00	$34,135.00	$0.00	$0.00	$34,135.00	100.00%	$0.00	$1,706.75
4		Allowance: Contengency	$175,000.00	$103,005.84	$0.00	$0.00	$103,005.84	58.86%	$71,994.16	$5,150.29
5		Allowance: Unsuitable Soils	$105,000.00	$105,000.00	$0.00	$0.00	$105,000.00	100.00%	$0.00	$5,250.00
6		Sitework	$78,053.00	$50,734.45	$0.00	$0.00	$50,734.45	65.00%	$27,318.55	$2,536.73
7		Site Utilities & Storm Drainage	$194,964.00	$126,726.60	$0.00	$0.00	$126,726.60	65.00%	$68,237.40	$6,336.33
8		Asphalt Paving	$87,300.00	$0.00	$0.00	$0.00	$0.00	0.00%	$87,300.00	$0.00
9		Concrete: Foundations	$121,672.00	$121,672.00	$0.00	$0.00	$121,672.00	100.00%	$0.00	$6,083.60
10		Concrete: Interior	$141,803.00	$141,803.00	$0.00	$0.00	$141,803.00	100.00%	$0.00	$7,090.15
11		Concrete: Exterior	$28,800.00	$0.00	$0.00	$0.00	$0.00	0.00%	$28,800.00	$0.00
12		Rebar Material Only	$72,995.00	$72,995.00	$0.00	$0.00	$72,995.00	100.00%	$0.00	$3,649.75
13		Masonry	$916,618.00	$504,139.90	$91,661.80	$0.00	$595,801.70	65.00%	$320,816.30	$29,790.09
14		Structural Steel	$481,036.00	$456,984.20	$14,431.08	$0.00	$471,415.28	98.00%	$9,620.72	$23,570.76
15		Light Guage Metal Framing	$98,184.00	$0.00	$33,855.92	$28,000.00	$61,855.92	63.00%	$36,328.08	$3,092.80
16		Rough Carpentry	$20,031.00	$0.00	$12,018.60	$0.00	$12,018.60	60.00%	$8,012.40	$600.93
17		Dampproofing	$16,286.00	$0.00	$0.00	$0.00	$0.00	0.00%	$16,286.00	$0.00
18		Insulation	$6,226.00	$0.00	$0.00	$0.00	$0.00	0.00%	$6,226.00	$0.00
19		Roofing	$426,066.00	$0.00	$282,156.10	$80,000.00	$362,156.10	85.00%	$63,909.90	$18,107.81
20		Joint Sealants	$15,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,500.00	$0.00
21		Doors, Frames & Hardware	$104,465.00	$10,300.00	$0.00	$0.00	$10,300.00	9.86%	$94,165.00	$515.00
22		Storefront & Glazing	$82,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$82,000.00	$0.00
23		Sheetrock	$20,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$20,500.00	$0.00
24		Flooring	$62,610.00	$0.00	$0.00	$0.00	$0.00	0.00%	$62,610.00	$0.00
25		Acoustical Ceilings	$88,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$88,000.00	$0.00
26		Painting	$40,351.00	$0.00	$0.00	$0.00	$0.00	0.00%	$40,351.00	$0.00
27		Display Surfaces, Signage, FE's	$15,099.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,099.00	$0.00
28		Operable Partition	$21,618.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,618.00	$0.00
29		Casework	$17,540.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,540.00	$0.00
30		Mechanical: Rough-In	$230,265.00	$0.00	$26,352.55	$127,925.00	$154,277.55	67.00%	$75,987.45	$7,713.88
31		Mechanical: Trim-Out	$25,585.00	$0.00	$0.00	$0.00	$0.00	0.00%	$25,585.00	$0.00
32		Fire Sprinkler	$62,000.00	$0.00	$5,560.00	$18,000.00	$23,560.00	38.00%	$38,440.00	$1,178.00
33		Electrical: Rough-In	$409,780.00	$90,151.60	$40,978.00	$0.00	$131,129.60	32.00%	$278,650.40	$6,556.48
34		Electrical: Trim-Out	$175,620.00	$0.00	$0.00	$0.00	$0.00	0.00%	$175,620.00	$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		TOTALS:	$4,739,900.00	$2,053,784.95	$528,457.49	$253,925.00	$2,836,167.44	59.84%	$1,903,732.56	$141,808.38

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$4,739,900.00	$2,053,784.95	$528,457.49	$253,925.00	$2,836,167.44	59.84%	$1,903,732.56	$141,808.38

EXHIBIT
tabbies VII A. 2a(2)
06-29-23
(July BOE mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to Upland Design Group, Inc. – Crossville, Tennessee in the amount of $3,791.92 to be paid from 142-76100-707-933 for architectural services for the Upperman High School Expansion project (School Federal Program Fund-ESSER 3.0).

received
06-22-23

Upland Design Group Inc
PO Box 1026
Crossville, TN 38557

Voice: 931-484-7541
Fax: 931-484-2351

INVOICE

Invoice Number: 2195 Inv. 6
Invoice Date: Jun 16, 2023
Page: 1

Bill To:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Ship to:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
2195	Upperman HS	Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Expansion		7/16/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost $4,739,900.00 x 5% (A/E Fee) = $236,995.00 x 91.97% complete = $217,964.30 - less previously billed $214,172.38= $3,791.92		3,791.92

Subtotal	3,791.92
Sales Tax	
Total Invoice Amount	3,791.92
Payment/Credit Applied	
TOTAL	**3,791.92**

Check/Credit Memo No:

EXHIBIT
tabbies VII A 2.a.(3)
6-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Engineering & Testing Solutions, LLC in the amount of $2,415.00 for engineering services related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received
06-26-23

ENGINEERING & TESTING SOLUTIONS, LLC

Invoice

1526 Coleman Road
Knoxville, TN 37909

DATE	INVOICE #
6/23/2023	22185-7

BILL TO

Putnam County Schools
Mr. Corby King, Director
1400 E. Spring St.
Cookeville, TN 38506

PROJECT	MANAGER	TERMS
UPPERMAN HIGH SCHOOL	CBS	UPON RECEIPT

CLASS	DESCRIPTION	DATE	QTY	RATE	AMOUNT
	UPPERMAN HIGH SCHOOL PUTNAM COUNTY, TN FOR SERVICES THROUGH 6/18/23				
920	COMPRESSIVE STRENGTH TESTING OF CONCRETE CYLINDERS BY ETS SET ID: 8955		6	15.00	90.00
921	COMPRESSIVE STRENGTH TESTING OF GROUT PRISMS, MADE BY ETS SET ID: 8928 & 8941		8	20.00	160.00
122	CONCRETE TECHNICIAN, CAMDEN MLEKODAJ	5/22/2023	4.5	60.00	270.00
8000	TRIP CHARGE	5/22/2023	1	45.00	45.00
309	SENIOR TECHNICIAN, JOHN VOEKEL	5/24/2023	5	65.00	325.00
8000	TRIP CHARGE	5/24/2023	1	45.00	45.00
400	REPORT PREPARATION AND ADMINISTRATIVE	5/24/2023	0.5	50.00	25.00
309	SENIOR TECHNICIAN, JOHN VOEKEL	5/26/2023	3	65.00	195.00
8000	TRIP CHARGE	5/26/2023	1	45.00	45.00
309	SENIOR TECHNICIAN, JOHN VOEKEL	6/1/2023	5	65.00	325.00
8000	TRIP CHARGE	6/1/2023	1	45.00	45.00
112	CONCRETE TECHNICIAN, GAGE MOORE	6/2/2023	4	60.00	240.00
8000	TRIP CHARGE	6/2/2023	1	45.00	45.00
309	SENIOR TECHNICIAN, JOHN VOEKEL	6/5/2023	4	65.00	260.00
8000	TRIP CHARGE	6/5/2023	1	45.00	45.00
122	CONCRETE TECHNICIAN, CAMDEN MLEKODAJ	6/6/2023	3.5	60.00	210.00
8000	TRIP CHARGE	6/6/2023	1	45.00	45.00

TOTAL INVOICE $2,415.00

For questions regarding this invoice, please contact Chad Smock at 865-474-6200.
To pay by credit card, call 865-474-6200 ext. 100.

EXHIBIT
tabbies VII A 2.a(4)
06-29-23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay AAR of North Carolina, Inc. in the amount of $1,458,208.86 and First National Bank (retainage) in the amount of $76,747.84 for pay application #3 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received
06-14-23

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Putman Cty Board of Education 1400 E Spring St Cookeville, TN 38506	**PROJECT:**	222301 Upperman High School 6950 Nashville Hwy Baxter, TN	**APPLICATION NO:** 003 **PERIOD TO:** June 30, 2023 **CONTRACT FOR:** General Construction **CONTRACT DATE:** December 02, 2022 **PROJECT NOS:** / /	**Distribution to:** OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR: AAR OF NC 655 ROBICARD RD KERNERSVILLE, NC 27284		**VIA ARCHITECT:**	Richard C. Rinks & Associates Inc. 30 North Jefferson Ave. Cookeville, TN 38501		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$3,804,085.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$3,804,085.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$2,361,258.90
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$118,062.95	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$118,062.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$2,243,195.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$784,987.09
8. CURRENT PAYMENT DUE		$1,458,208.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$1,560,889.05	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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

CONTRACTOR:
By: Mandi Lynn Date: June 09, 2023
State of: North Carolina
County of: Forsyth
Subscribed and sworn to before me this 9th day of June 2023
Notary Public: Rhonda Sigmon
My Commission expires: September 02, 2023

Rhonda Sigmon
Notary Public
Guilford County, NC

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $1,458,208.86

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

ARCHITECT:
By: Pat Date: 6-14-23

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

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User Notes:

(3B9ADA5C)

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003
APPLICATION DATE: June 09, 2023
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
Steep Slope		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.001	Membrane & Accessories	1,016,104.00	0.00	762,078.00	0.00	762,078.00	75.00%	254,026.00	0.00
1.002	Insulation	344,521.00	0.00	258,390.75	0.00	258,390.75	75.00%	86,130.25	0.00
1.003	Lumber	10,801.00	0.00	5,400.50	0.00	5,400.50	50.00%	5,400.50	0.00
1.004	Dump	16,950.00	0.00	1,695.00	0.00	1,695.00	10.00%	15,255.00	0.00
1.005	Equipment Rental	44,280.00	0.00	4,428.00	0.00	4,428.00	10.00%	39,852.00	0.00
1.006	Roofing Labor	269,386.00	0.00	26,938.60	0.00	26,938.60	10.00%	242,447.40	0.00
1.007	Sheet Metal Material	67,067.00	0.00	0.00	0.00	0.00	0.00%	67,067.00	0.00
1.008	Sheet Metal Shop Labor	25,933.00	0.00	0.00	0.00	0.00	0.00%	25,933.00	0.00
1.009	Sheet Metal Field Labor	40,803.00	0.00	0.00	0.00	0.00	0.00%	40,803.00	0.00
1.010	Ice Guards	21,040.00	0.00	0.00	0.00	0.00	0.00%	21,040.00	0.00
1.011	Bond	32,165.00	32,165.00	0.00	0.00	32,165.00	100.00%	0.00	0.00
1.012	Travel Pay	115,004.00	0.00	5,750.20	0.00	5,750.20	5.00%	109,253.80	0.00
1.013	Warranty	15,034.00	0.00	0.00	0.00	0.00	0.00%	15,034.00	0.00
1.014	Mobilization	25,000.00	0.00	7,500.00	0.00	7,500.00	30.00%	17,500.00	0.00
1.015	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
Low Slope		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2.001	Membrane & Accessories	511,927.00	460,734.30	51,192.70	0.00	511,927.00	100.00%	0.00	0.00
2.002	Insulation	203,855.00	183,469.50	20,385.50	0.00	203,855.00	100.00%	0.00	0.00
2.003	Lumber	12,167.00	6,083.50	6,083.50	0.00	12,167.00	100.00%	0.00	0.00
2.004	Dump	25,075.00	12,537.50	6,268.75	0.00	18,806.25	75.00%	6,268.75	0.00
2.005	Equipment Rental	26,140.00	7,842.00	11,763.00	0.00	19,605.00	75.00%	6,535.00	0.00

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(3B9ADAB1)
User Notes:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
2.006	Roofing Labor	221,308.00	66,392.40	110,654.00	0.00	177,046.40	80.00%	44,261.60	0.00
2.007	Sheet Metal Material	65,246.00	0.00	0.00	0.00	0.00	0.00%	65,246.00	0.00
2.008	Sheet Metal Shop Labor	23,451.00	0.00	0.00	0.00	0.00	0.00%	23,451.00	0.00
2.009	Sheet Metal Field Labor	38,705.00	0.00	0.00	0.00	0.00	0.00%	38,705.00	0.00
2.010	Bond	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
2.011	Masonry Subcontractor	259,781.00	0.00	207,824.80	0.00	207,824.80	80.00%	51,956.20	0.00
2.012	Plumbing/Gas Subcontractor	52,432.00	0.00	10,486.40	0.00	10,486.40	20.00%	41,945.60	0.00
2.013	Travel Pay	80,260.00	24,078.00	36,117.00	0.00	60,195.00	75.00%	20,065.00	0.00
2.014	Warranty	44,650.00	0.00	0.00	0.00	0.00	0.00%	44,650.00	0.00
2.015	Mobilization	20,000.00	18,000.00	2,000.00	0.00	20,000.00	100.00%	0.00	0.00
2.016	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
	GRAND TOTAL	**$3,804,085.00**	**$826,302.20**	**$1,534,956.70**	**$0.00**	**$2,361,258.90**	**62.07%**	**$1,442,826.10**	**$0.00**

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User Notes:

RCR&A

RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services
Building Enclosure Consultants
ASCE NSPE TSPE IIBEC EDI
30 North Jefferson Avenue P.O. Box 691 Cookeville, Tennessee 38503 0691
Telephone 931 528 5543 Rinks Consulting.com Facsimile 931 528 5544

June 14, 2023

Mr. John Magura
Facilities Maintenance Supervisor
Putnam County Schools
240 Raider Drive
Cookeville, Tennessee 38506
maguraj@pcsstn.com

Re: Roof Replacement
Upperman High School
Baxter, Tennessee

Dear Mr. Magura:

Attached for further processing is an electronic copy of Pay Request No. 3 in the amount of $1,534,956.70 from AAR of North Carolina, Inc. (AAR) for the above captioned project. I have signed and dated the Pay Request recommending payment.

Please pay AAR $1,458,208.86 and deposit $76,747.84 into the retainage escrow account.

Should you have any questions concerning this project, please contact me.

Sincerely yours,

Patrick Rinks

Patrick Rinks, PE

c: AAR of North Carolina, Inc. via email

EXHIBIT
tabbies VII A.2.a(5)
06/29/23
(July BOE Mtg)

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 6/29/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Richard C. Rinks & Associates, Inc. – Cookeville, Tennessee in the amount of $10,932.26 for design services for the Upperman High School Roof project, to be paid from 142-76100-707-933 (ESSER 3.0).

received
06-14-23

RCR&A

RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services
Building Enclosure Consultants
ASCE - NSPE - TSPE - IIBEC - EDI

30 North Jefferson Avenue - P.O. Box 691 - Cookeville, Tennessee 38503-0691
Telephone 931-528-5543 Rinks-Consulting.com Facsimile 931-528-5544

June 14, 2023

Mr. John Magura
Facilities Maintenance Supervisor
Putnam County Schools
240 Raider Drive
Cookeville, Tennessee 38506
maguraj@pcsstn.com

2956 Roof Replacement
Upperman High School
Baxter, Tennessee

INVOICE

Contract Amount less $160,000 Allowance		$ 3,644,085.00
Design Fee (6% of Contract Amount)		$ 218,645.10
Amount of Fee Earned to Date		
85 Percent		$ 185,848.34
Less Previous Payments		$ 174,916.08
	AMOUNT DUE	$ 10,932.26

THANK YOU!