

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, July 15, 2021, @ 5:30 PM

Board Members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Mike Wilson | Jamie Schaff | Maggie Cole (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, July 15, 2021, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE TO THE FLAG

4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

5. TIME FOR CITIZENS TO SPEAK

A. No Citizens have asked to appear before the Board.

6. TIME FOR CITIZENS TO SPEAK REGARDING ESSER PLANNING AND THE AMERICAN RESCUE PLAN FUNDING.

A. Mr. Chris Little was in attendance at the Board Meeting and asked to speak before the Board.

7. SPECIAL RECOGNITION

A. Recognition of Jeremiah Norris for his State Championship in the 110-Meter Hurdles at the 2021 TMSAA State Track and Field Championships.

8. CONSENT AGENDA

A. Minutes of Regular Meeting: June 17, 2021.

B. Approve General Purpose Fund Financial Statement, Date.

C. Approve Federal Projects Fund Financial Statement, Date.

D. Approve School Nutrition Fund Financial Statement, Date.

E. Approve Budget Amendment for General Purpose Fund (141).

F. Approve Budget Amendment for Federal Programs Fund (142).

G. Approve Budget Amendment for School Nutrition Program Fund (143).

H. Approve second reading of Board Policy 6.205 Student Assignments as revised.

I. Equipment Disposal Request from Eric Wampler, Principal at HME for the disposal of eighteen (18) computers, two (2) monitors, three (3) document cameras, two (2) computer tables, and one (1) wood file cabinet, with some items being recycled by the Technology Department and others trashed.

J. Equipment Disposal Request from Chris Berry, Principal at TAD for the disposal of twenty-two (22) computers and fifteen (15) monitors to be recycled by the Technology Department. (See attached documentation for details)

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

K. Equipment Disposal Request from Eric Wampler, Principal at Harold McCormick Elementary for the disposal of twenty-one (21) Dell Vostro Laptop computers to be recycled by the Technology Department.

L. Equipment Disposal Request to dispose of forty-six (46) library books that have been stored at Central Office to be placed in the Betsy Book Bus.

M. Approve the Renewal of Bid No. 2018-2019-01-SN for bread and bakery products from Bimbo Bakeries USA for the bid period July 1, 2021, through June 30, 2022.

N. Approve final change Order for T. A Dugger re-roofing project, resulting in a credit of \$3,726.63.

O. Approve AP Access for All Memorandum of Understanding between Elizabethton City Schools and Niswonger Foundation, through May 31, 2023.

P. Approve the employment of a Board Member's relative pursuant to Board Policy 1.108.

9. OTHER

A. Director's Update

a. Personnel Report

New Position: William Adam Copeland, College & Career Advisor at EHS, effective July 26, 2021;

New Hire: Joan Buchanan, ESP Student Leader (Systemwide), effective June 21, 2021; Megan Howell, Teacher at HME, effective August 2, 2021; Kayleigh Muldoon, Custodian at ESE, effective July 1, 2021; Vanessa Nanney, Guidance Counselor-ESSER at TAD, effective July 26, 2021; Jennifer Rickert, Instructional Coach at HME, effective August 2, 2021; Tanner Stiltner, ESP Student Leader (Systemwide), effective June 15, 2021; Taylor Thompson, ESP Student Leader (Systemwide), effective June 16, 2021; Amy Townsend, Teacher at HME, effective August 2, 2021; Emily Brooks, Coordinated School Health Coordinator (Systemwide), effective July 19, 2021; Madison Hutchins, Special Education Teacher at TAD, effective August 2, 2021; Mikki Crowe, Educational Assistant to the Teacher at HME, effective August 4, 2021; Abby Mitchell, Teacher at T. A. Dugger, effective August 2, 2021; Chelsie Isaacs, Social Worker-ESSER (Systemwide), effective July 19, 2021; Walt Harber, Guidance Counselor (ESSER) at HME, effective August 2, 2021; Shawna Kelley, Educational Assistant to the Teacher at TAD, effective August 4, 2021; Wendy Garrett, Instructional Interventionist at WSE, effective August 2, 2021; Jessica Ridley, Teacher at TAD, effective August 2, 2021; Lauren McInturff, Teacher at WSE, effective August 2, 2021; Megan Pennington, TN All Corp Instructional Assistant at WSE, effective August 4, 2021; Landon Blake Blevins, Teacher (ELA-ESSER) at TAD, effective August 2, 2021; Vickie Royston, Written Expression Interventionist (ESSER) at ESE, effective August 2, 2021; Emilee Carver, Asst. Volleyball Coach at EHS, effective July 16, 2021.

Resignation: Abigail Booher, SPED Teacher at WS, effective June 24, 2021; Sarah Morris, Teacher at TAD, effective June 16, 2021; Jennifer Wetzels, Guidance Secretary at EHS, effective June 1, 2021; Brad Kelley, Instructional Assistant at TAD, effective July 6, 2021; Justin White, Asst. Football Coach at TAD, effective June 9, 2021; Abigail Pierce, Educational Assistant at ESE, effective July 6, 2021; Amanda Greene, Educational Assistant at ESE, effective July 11,

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

2021; Amy Carrier, Teacher (ESSER) at HME, effective August 2, 2021.

Retiring: REVISED Dan Mills, Teacher at EHS, effective July 28, 2021.

Transfer: Martha Campbell, from Instructional Teacher Assistant to Interim Teacher at WS, effective August 2, 2021; Macy E. Stoops, from Interim Teacher at HME to Teacher at HME, effective August 2, 2021; Keli Whitney, from Part-time Receptionist to Full-time Receptionist at CO, effective July 26, 2021;

Leave of Absence: Devin Whitehead, Teacher at TAD, from August 4, 2021 through August 18, 2021,

b. 2021-2022 School Year Re-opening Protocol.

B. Board Reports

C. City Council Liaison's Report

D. Student Liaison's Report

10. REGULAR AGENDA

A. Ratify creation of up to fifteen (15) Instructional Assistant positions to staff the TN All Corps In-School Tutoring Program to be funded using ESSER 3.0 and State Funding.

B. Approve Agreement between the Elizabethton City School System and the Elizabethton Police Department for the School Resource Officer Program for the 2021-2022 School Year.

C. Approve a Grant Contract between the State of Tennessee, Department of Human Services and Elizabethton City School District for the period October 1, 2021, through September 30, 2022.

D. Approve the 2021-2022 XQ Budget for Elizabethton High School.

E. Approve purchase and installation of modular furniture for Elizabethton High School from Krueger International Inc. dba KI in the amount of \$27,555.18. This will be purchased using XQ Funding through a Cooperative Purchasing Contract with Sourcewell.

F. Approve the 2021-2022 Dual Credit MOU's between Elizabethton City Schools and Northeast State Community College, and East Tennessee State University.

G. Ratify increase in Purchase Order amount to FaciliServ to complete Service and Safety upgrades for Elizabethton High School Gym Bleachers from \$50,000.00 to \$55,000.00.

H. Discussion regarding Director of Schools Evaluation.

11. FOR YOUR INFORMATION

12. NEXT REGULARLY SCHEDULED BOARD MEETING

A. The next regularly scheduled Board Meeting will be held on Thursday, August 19, 2021, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee

13. ADJOURN

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are not public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Thursday, June 17, 2021 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, June 17, 2021, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:24 PM.

Phil Isaacs: Present
Danny O'Quinn: Present
Eddie Pless: Present
Jamie Schaff: Present
Mike Wilson: Present

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the Consent and Regular Agendas. Motion carried.

Phil Isaacs: aye
Danny O'Quinn: aye
Eddie Pless: aye
Jamie Schaff: aye
Mike Wilson: aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No Citizens asked to appear before the Board.

TIME FOR CITIZENS TO SPEAK REGARDING ESSER PLANNING AND THE AMERICAN RESCUE PLAN FUNDING.

No Citizens asked to appear before the Board regarding ESSER Planning or American Rescue Plan Funding.

SPECIAL RECOGNITION

Special Recognition of the following:

All Cafeteria Staff and School Nutrition Program Coordinator

Mr. Dustin Hensley, Library Media Specialist at EHS

Ms. Veronica Watson, Student Liaison to the Board of Education Cafeteria Staff and School Nutrition Program Coordinator were recognized for their hard work in feeding our children this year. They've gone above and beyond the call of duty in providing meals for our children.

Dustin Hensley, Library Media Specialist at EHS was recognized for being selected as the Library Journal's Movers and Shakers Educators for 2021. He was featured in their publication as being an advocate for student voice. Ms. Veronica Watson, Student Liaison to the Board nominated Mr. Hensley for the award. She stated the help, guidance and support of Mr. Hensley was invaluable, and she wouldn't be where she was today if it hadn't been for Mr. Hensley.

This is the last Board Meeting for Ms. Watson. Mr. VanHuss thanked her for willingness to serve on the Board this past year and for all the work she has done. He stated her suggestion to have a student voice in the textbook selection committees was great and will be implemented at EHS this year. You've represented the students and our system well, and are so proud of her for being a Roan Scholar. Mr. Hensley recognized Ms. Watson for the amazing job she has done in amplifying her voice and helping other students amplify their voices. She's had great ideas, and it has been a blessing to be a sounding board for that. He stated that he was proud of her and looks forward to seeing what lies ahead for her in the future.

Maggie Cole will be the next Student Liaison to the Board of Education. We look forward to working with Ms. Cole in July.

CONSENT AGENDA

Minutes of Regular meeting: May 20, 2021.

Approve General Purpose Fund Financial Statement, May 30, 2021.

Approve Federal Projects Fund Financial Statement, May 30, 2021.

Approve School Nutrition Fund Financial Statement, May 30, 2021.

Equipment Disposal Request from Travis Hurley, Principal at ES for the disposal of an Amazon Basics Paper Shredder that no longer works.

Equipment Disposal Request from Travis Hurley, Principal at ESE, for the disposal of a Dell docking station to be thrown away.

Equipment Disposal Request from Chris Berry, Principal at TAD for the disposal of 22 Dell Optiplex computers from the Computer Lab to be recycled by the Technology Dept.

Equipment Disposal Request from John Wright, Principal at WSE, for the disposal of three desktop computers to be recycled by Technology.

Equipment Disposal Request from Jason Lancaster for the disposal of various switches, battery back-ups, and old Olympus camera to be thrown away.

Approve second reading of revised Board Policy 6.204 Attendance of Non-Resident Students.

Approve on first reading Board Policy 1.407 School District Records as revised.

Approve FY22 Consolidated Application Approval for IDEA/ESEA School Year 2021-22.

Approve renewal of a Dual Enrollment Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2021-2022 Academic Year.

Approve the Renewal of Bid No. 2018-2019-02-SN for milk and ice cream products from Mayfield Dairy for the bid period July 1, 2021, through June 30, 2022.

Approve WELNET agreement for Focused Fitness program to assist physical education teachers to collect and report student fitness data. This program is funded through Coordinated School Health and was paid for in 19-20 school year, but was unused due to COVID-19.

Approve School Year 2021-22 Agreement to Administer the School Nutrition Program(s).

REPORT – DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

We made it!! Conclusion to a great school year. In Summer School and have one more week. Staff we have working has been great. Didn't know what this school year would look like. Appreciate everyone!! Looking forward to a normal year next year! We also couldn't have done it without the Board.

ESSER 3.0 funding: Go to school system website for survey from community stakeholders. Students allowed to participate as well.

Hiring process continues from middle of May through June. We've had outstanding candidates and have chosen great people.

Ms. Regina Wilder, Coordinated School Health Coordinator is retiring this month. We will miss her. More big shoes to fill.

Board Reports

Summer Law Conference in July and some are attending.

City Council Liaison's Report

Mr. Simerly stated funding was approved on first vote.

Ms. Veronica should run for City Council. We appreciate all she's done within the City. She's very involved in the community.

Mr. Hensley is also very involved. So proud of behalf of City Council how our teachers and students are involved. Mr. Hensley will be serving on the Board at Sycamore Shoals.

Mr. VanHuss was told Annual Staff couldn't take pics at the State Park. Mr. Simerly

said he'd checked, and we were allowed to take pics there. Just need to let Jennifer Bauer know.

Student Liaison's Report

Veronica thanked the School Board for the opportunity to serve as Student Liaison and thanked the students for electing her to the position. She stated she never thought she would be here because most student led elections are based on popularity contests. Choosing her to be their spearhead is something she would forever be grateful for. COVID-19 provided challenges, and she wasn't able to do all that she wanted to do. She stated she hoped the students that follow her will take the position seriously and will put the work into it to make a difference in the lives of other students. All students deserve a voice and are dying to be heard. She thanked everyone for the opportunity and looks forward to seeing us again.

REGULAR AGENDA

Approve revised Board Policy 6.205 Student Assignments, with mark-ups.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve revised Board Policy 6.205 Student Assignments, with mark-ups. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Last month we voted to allow the students (children) of the City of Elizabethton employees to attend ECS tuition-free. This coincides with that policy.

Approve creation of a full-time bus driver/custodian/maintenance position to begin in the 2021-2022 school year.

Motion was made by Phil Isaacs, second by Mike Wilson to approve creation of a full-time bus driver/custodian/maintenance position to begin in the 2021-2022 school year. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

It's difficult to find a substitute bus driver, custodian and maintenance person. We feel in putting all three of those together, we may be able to find someone to fill this position.

Ratify creation of a Career Advisor position for Elizabethton High School to be funded from General Purpose and XQ funds.

Motion was made by Danny O'Quinn, second by Jamie Schaff to ratify creation of a Career Advisor position for Elizabethton High School to be funded from General Purpose and XQ funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Part of ESSER 3.0 allowed the creation of a Career Advisor. Similar to a Guidance Counselor but digs in and helps a student find the path they need to take and what the options are at EHS and in higher learning. Restructure the counseling office at EHS and will continue to have two school counselors and will have two career advisors. We would appreciate if you could approve this as we've already chosen someone.

Mr. O'Quinn: Stated he and Mr. Pless have watched this work. Guidance counselors don't have the time to really see every student. This is a great position for our students.

Mr. VanHuss: Counselors will still be doing their jobs. This is just another set of hands that two people can't handle.

Mr. Pless: There's a push for post-secondary opportunities. Having the extra help is essential.

Approve creation of three (3) elementary and one (1) junior high teacher positions to support the TN All Corps. in-school tutoring program to be paid for using ESSER 3.0 funds.

Motion was made by Phil Isaacs, second by Mike Wilson to approve creation of three (3) elementary and one (1) junior high teacher positions to support the TN All Corps. in-school tutoring program to be paid for using ESSER 3.0 funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Part of requirements of ESSER 3.0 is that we spend money on Learning Loss. TN All Corps. is a tutoring program unlike anything we've seen before, the opportunity is to do something during the school day. No more than three students working with one teacher. Focus is ELA. It's beneficial to elementary students to help them put their best foot forward. Pull out two days per week. Additional funding for each student involved each year. Educational professional involved-these (four teachers). Will also need instructional assistant positions funded with a combination of 3.0 and state funding. By the years 22-23 serving 25% of students in grades K-3. This is already time carved in the schedule to work with students. Tremendous impact on student achievement. Excited about this opportunity. May have another item in July for assistant positions. Appreciate your consideration on this. The design during the school day is what we like.

Mr. Pless: Another way to help our students. We may be able to monitor more consistently.

Approve selection of Five Points Benefits Solutions as the exclusive Insurance Broker for Elizabethton City Schools.

Motion was made by Danny O'Quinn, second by Mike Wilson to approve selection of Five Points Benefits Solutions as the exclusive Insurance Broker for Elizabethton City Schools. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

They are an insurance broker, doesn't change anything with our providers or insurance. They will be a voice for us, doesn't increase cost for us. Right time to do this. They work with USABLE as well. Eddie Sexton is here if you have any questions. They have a legal department that can help us work through the Affordable Care Act.

DO: Have we done this before? Mr. VanHuss: No. We're one of the few systems in the State that doesn't have one. No cost to the system. There's no contract.

Dental, Health and Life Insurance will only be affected.

Approve Five Points "My Benefits Channel" for Elizabethton City Schools.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve Five Points "My Benefits Channel" for Elizabethton City Schools. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

One of the components of the channel is a suite of Human Resources services. It includes an online training component. It's less than half of what we just paid for Safe Schools. Much better for us and better for our staff to use. Current program is confusing and not user-friendly. It would replace the program we're using now. There is also technical support available.

Approve a Memorandum of Understanding between Elizabethton City Schools and Niswonger Foundation for AP Access for All.

Motion was made by Jamie Schaff, second by Phil Isaacs to approve a MOU between Elizabethton City Schools and Niswonger Foundation for AP Access for All. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Three components to this. Niswonger providing across the State. Teacher training, online courses, (whole suite of online courses and fees are part of this Grant) and will also pay for AP Exam. Dr. Minton building this into the schedule at EHS. The price is right and content is excellent. Giant step in AP offerings.

Mr. Wilson: This is an excellent thing.

Veronica Watson: Is this an online class they would take in the building?

Mr. VanHuss: Yes, or there may be opportunities to do outside the school day as well.

We appreciate Niswonger and their committment to education in our area,

supporting all 17 school districts the same.

Mr. O'Quinn: Is this a teacher teaching it live or is it broadcast?

Mr. VanHuss: Not sure of the dynamic on all that. Possibly recorded due to coordinating with students.

Approve Grow Your Own Grant Memorandum of Understanding between the State of Tennessee and Elizabethton City Schools.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve Grow Your Own Grant Memorandum of Understanding between the State of Tennessee and Elizabethton City Schools. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Great opportunity from the State of Tennessee and Elizabethton City Schools. Another Grant opportunity partnering with Milligan University. There will be three positions within the district that are teacher assistants and are interested in earning a teaching degree can do it for free. Has to have work completed in two years. Probably will need two years of college credit to get through the program. Thanks to Dr. Newman working with Milligan getting details lined up. Details will be sent out to employees and then a selection process.

Approve purchase of Aruba ClearPass Network Access Control System to minimize threats of malicious attacks via connected devices accessing the District's network. Purchase is via TIPS USA Cooperative Purchasing Agreement.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve purchase of Aruba ClearPass Network Access Control System to minimize threats of malicious attacks via connected devices accessing the District's network. Purchase is via TIPS USA Cooperative Purchasing Agreement. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We've needed protection from cyber-attacks, and they're happening more and more. It would be devastating to us. This provides protection for us. Been putting money aside in the Technology budget for some time for this.

Approve purchase of Comprehensive Health Education Curriculum from Advancing Health Equity in the amount of \$5,062.20 using Coordinated School Health funds.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve purchase of Comprehensive Health Education Curriculum from Advancing Health Equity in the amount of \$5,062.20 using Coordinated School Health funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We've been using Michigan Model curriculum by Counselors, PE teachers and others. Time to purchase a new one. This is a State approved curriculum, was recommended, and a great time to purchase. There will be sets for the entire system.

Approve the purchase of a new Daktronics SportsSound150 sound system for the TAD Gymnasium from Daktronics (Quote #762840-1-0) in the amount of \$18,309.00, to be purchased using TAD Athletic funds. State Contract TCPN #R170101.

Motion was made by Phil Isaacs, second by Danny O'Quinn to approve the purchase of a new Daktronics SportsSound150 sound system for the TAD

Gymnasium from Daktronics (Quote #762840-1-0) in the amount of \$18,309.00, to be purchased using TAD Athletic funds. State Contract TCPN #R170101. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

There are a number of challenges at TAD with the sound system. Same system used at EHS in the gymnasium. Not anything the school system has to pay, just funds from their athletic gate and fundraisers.

Discussion regarding the American Rescue Plan and ESSER funding.

Synopsis of funding already received. Continuous Learning Grant \$60,000.00 teacher laptops, instructional technology coach equipment, one paid for out of ESSER and one out of XQ funding. Helps to enact continuous learning program. Student devices an issue. Purchased enough devices for every student in system. Spent \$500,000.00 on teacher laptops and chromebooks for students. This would be the silver lining in the pandemic cloud. \$100,000.00 remote learning grant to purchase chromebooks, connectivity grant \$38,000.00 for hot spots and service. ESSER 1.0 Grant for technology online learning platform, canvas learning, teacher laptops, student chromebooks, storage carts, hotspot funding in there as well, document cameras, outdoor WiFi access points for those without access at home. Purchased online learning curriculum to bridge gap, benchmark testing program for three years, instructional technology coach. ESSER 2.0: 2,500,000.00: secured online learning program CANVAS for three years, boxlight boards replacing smart boards in system. Install next week. This purchase around \$500,000.00. Also, other curriculum items that we used the 2.0 funding for: instructional tech coach, mental health counselor (elementary), added support. Facility wise: rooftop replacement units at WS and ES, looking at windows, ceilings, heating, asbestos removal at HME. Continue to gather information on these items. No way to do all the work within a summer, trying to

find a way for minimal contact during school. ESSER 3.0 largest Grant we've received \$5,600,000.00, TN ALL Corps with 20%, 20% almost all Principal's wish lists which most were personnel related. Social worker for the system, class size reduction teacher at EHS for ELA, and TAD for math department. Big part of ESSER 3.0. Remaining part focusing on construction and addition a 12 classroom addition at TAD. Need assistance with next round of funding coming. Will need this to do the project at TAD. Initial indication is to look at ESSER 2.0, and it would be 80% of that amount. Summer Learning Camp: appx. \$150,000.00; Jr. High Program: appx. \$70,000.00 and mini camps appx. \$70,000.00. Summer Camp transportation grant \$45,000.00.

Mr. O'Quinn: With remaining funds from ESSER and Infrastructure Grant would that put us at enough to do the TAD addition?

Mr. VanHuss: Somewhere close to \$6,000,000.00. Possibly use 1/2 cent sales tax money. Waiting to see how much TAD would be before we commit to anything else.

Mr. Isaacs: Has application been submitted and approved.

Mr. VanHuss: State said encouraging systems to hire someone to oversee these regulations and spending. We've hired someone (an employee) to put all these Grants together. There are four separate components. Has to go through EPlan. Public facing district plan: outlines everything in packet. It is required. Keep track of stakeholders, response, how many, etc. Very excited about the person that's helping us do this work. Hope July meeting will offer opportunity for public to come and share thoughts. Deadline to submit August 27th.

Mr. Pless: Any other questions or suggestions? Nice problem to have.

Mr. VanHuss: It's really exciting!

Discussion regarding the Director of Schools evaluation.

Yearly evaluation of the Director. Two parts: Administrators and Board Members. Please have back to Mr. Pless or Felecia Baird by July 1st. Please feel free to add your own comments.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, July 15, 2021 at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee

ADJOURN

Motion was made by Danny O'Quinn, second by Phil Isaacs Motion to Adjourn Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Motion was made by Danny O'Quinn, second by Phil Isaacs Adjourn Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Chairman of the Board
Schools

Director of

**ELIZABETHTON CITY SCHOOLS
GENERAL PURPOSE BUDGET
2020-2021**

		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT #1 GP March</u>	<u>AMENDMENT #2 GP June</u>	<u>AMENDED BUDGET</u>
ESTIMATED REVENUES AND OTHER SOURCES					
40000	Local Taxes	5,640,550.00	168,810.00	369,190.00	6,178,550.00
41000	Licenses & Permits	600.00	0.00	0.00	600.00
43000	Charges for Current Services	533,302.00	0.00	37,200.00	570,502.00
44000	Other Local Revenues	21,200.00	0.00	(11,600.00)	9,600.00
46500	State Education Funds	14,890,638.00	104,500.00	623,727.96	15,618,865.96
46800	Other State Revenues	168,540.00	0.00	194,920.00	363,460.00
47500	Federal Funds thru State	0.00	0.00	73,129.44	73,129.44
48000	Other Governments and Citizens Groups	25,200.00	0.00	17,475.00	42,675.00
49000	Other Sources - Indirect Cost	29,490.00	0.00	0.00	29,490.00
49000	Other Sources - City General Fund Transfer	2,400,000.00	0.00	0.00	2,400,000.00
49000	Other Sources - City - Bond Proceeds	<u>0.00</u>	<u>0.00</u>	<u>1,174,340.08</u>	<u>1,174,340.08</u>
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		<u>23,709,520.00</u>	<u>273,310.00</u>	<u>2,478,382.48</u>	<u>26,461,212.48</u>
ESTIMATED RESERVES					
34000	Reserves to be Used for Specific Projects	0.00	0.00	506,086.54	<u>506,086.54</u>
TOTAL ESTIMATED RESERVES		<u>0.00</u>	<u>0.00</u>	<u>506,086.54</u>	<u>506,086.54</u>
TOTAL AVAILABLE FUNDS		<u>23,709,520.00</u>	<u>273,310.00</u>	<u>2,984,469.02</u>	<u>26,967,299.02</u>
ESTIMATED EXPENDITURES					
INSTRUCTION					
71100	Regular Instruction Program	11,102,130.00	121,375.00	522,245.36	11,745,750.36
71200	Special Education Program	1,982,648.00	47,925.00	75,600.00	2,106,173.00
71300	Vocational Education Program	992,510.00	9,870.00	34,815.00	1,037,195.00
71400	Student Body Education Program	<u>308,745.00</u>	<u>710.00</u>	<u>21,715.00</u>	<u>331,170.00</u>
TOTAL INSTRUCTION		<u>14,386,033.00</u>	<u>179,880.00</u>	<u>654,375.36</u>	<u>15,220,288.36</u>
SUPPORT SERVICES					
72100	Students	1,251,863.00	17,120.00	108,287.00	1,377,270.00
72200	Instructional Support	1,934,680.00	14,440.00	103,207.00	2,052,327.00
72300	General Administration	818,898.00	2,595.00	20,180.00	841,673.00
72400	School Administration - Office of Principal	1,545,129.00	16,205.00	(11,272.00)	1,550,062.00
72500	Business Administration	282,861.00	2,715.00	34,843.00	320,419.00
72600	Operation and Maintenance of Plant	2,329,830.00	18,175.00	231,750.00	2,579,755.00
72700	Student Transportation	<u>441,895.00</u>	<u>5,975.00</u>	<u>74,866.75</u>	<u>522,736.75</u>
TOTAL SUPPORT SERVICES		<u>8,605,156.00</u>	<u>77,225.00</u>	<u>561,861.75</u>	<u>9,244,242.75</u>
NON-INSTRUCTIONAL SERVICES					
73100	Food Services	0.00	16,205.00	23,200.00	39,405.00
73300	Community Services	216,552.00	0.00	5,200.00	221,752.00
73400	Early Childhood Education	404,779.00	0.00	255.29	405,034.29
76100	Regular Capital Outlay	92,000.00	0.00	1,739,576.62	1,831,576.62
99100	Operating Transfers	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>
NON-INSTRUCTIONAL SERVICES		<u>718,331.00</u>	<u>16,205.00</u>	<u>1,768,231.91</u>	<u>2,502,767.91</u>
TOTAL EXPENDITURES		<u>23,709,520.00</u>	<u>273,310.00</u>	<u>2,984,469.02</u>	<u>26,967,299.02</u>
ESTIMATED REVENUE & RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**ELIZABETHTON CITY
SCHOOLS**

GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP

Fiscal Year 2020-2021
June 2021

Account Code	RESERVES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
34760	03000 Assigned for COVID Instruction	0.00		122,200.00	122,200.00
34760	50001 Assigned for the Special Education Program	0.00		2,350.00	2,350.00
34770	02000 Assigned for the School Foodservice Program	0.00		16,000.00	16,000.00
34770	05201 Assigned for Protected Entrances	0.00		109,729.66	109,729.66
34775	04000 Assigned for Bipolar Ionization	0.00		100,000.00	100,000.00
34775	05800 Assigned for Protected Entrances	0.00		144,694.05	144,694.05
34775	60002 Assigned for TAD Capital	0.00		11,112.83	11,112.83
	TOTALS	0.00	0.00	506,086.54	506,086.54
			506,086.54		
Account Code	REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
40100	County Property Taxes				
40110	Current Property Tax	3,100,000.00		200,000.00	3,300,000.00
40200	County Local Option Taxes				
40210	Local Option Sales Tax	2,468,810.00		181,190.00	2,650,000.00
40320	Bank Excise Tax	30,550.00	12,000.00		18,550.00
43500	Education Charges				
43511	Regular Tuition	310,000.00		32,000.00	342,000.00
43517	90150 Other Tuition - Swim Club	4,267.00		5,200.00	9,467.00
44100	Recurring Items				
44110	Investment Income	20,000.00	12,500.00		7,500.00
44990	Other Local Revenue	200.00		900.00	1,100.00
46500	State Education Funds				
46511	Basic Education Program	14,346,000.00		382,613.00	14,728,613.00
46515	35000 Early Childhood Education	404,779.00		255.29	405,034.29
46550	Driver Education	6,500.00		750.00	7,250.00
46590	01500 Learning Camp	0.00		112,692.07	112,692.07
46590	01550 STREAM Camp	0.00		32,197.73	32,197.73
46590	01600 Bridge Camp	0.00		50,245.82	50,245.82
46590	01700 Learning Camp Transportation	0.00		44,974.05	44,974.05
46900	State Grants				
46980	08000 School Safety Grant	0.00		69,700.00	69,700.00
46980	15400 Three Star Grant	0.00		10,200.00	10,200.00
46980	25050 CTE Stem TAD Grant	0.00		10,000.00	10,000.00
46980	25101 Safe Schools - TAD	55,540.00		20.00	55,560.00
46980	40101 Elementary SRO's	0.00		105,000.00	105,000.00
47500	Federal Funds thru State				
47590	01500 Learning Camp	0.00		41,680.63	41,680.63
47590	01550 STREAM Camp	0.00		11,908.76	11,908.76
47590	01600 Bridge Camp	0.00		19,540.05	19,540.05
48600	Citizens Groups				
48610	Donations	200.00		12,000.00	12,200.00
48610	06000 Donations - Connie Baker Lab	0.00		1,800.00	1,800.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2020-2021
June 2021**

48610	91000	Donations - Book Bus	10,000.00		3,675.00	13,675.00
49000		Other Sources				
49100	60001	Bond Proceeds	0.00		1,174,340.08	1,174,340.08
		TOTALS	<u>20,756,846.00</u>	<u>24,500.00</u>	<u>2,502,882.48</u>	<u>23,235,228.48</u>
				2,478,382.48		
Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
71100		Regular Education				
116		Teachers	7,170,000.00	25,000.00		7,195,000.00
116	01000	Teachers	0.00	145,000.00		145,000.00
116	01500	Teachers	0.00	69,000.00		69,000.00
116	01550	Teachers	0.00	28,200.00		28,200.00
116	01600	Teachers	0.00	49,000.00		49,000.00
128	01000	Homebound Teacher	0.00	500.00		500.00
163	01000	Educational Assistants	0.00	17,475.00		17,475.00
163	01500	Educational Assistants	0.00	8,400.00		8,400.00
163	01600	Educational Assistants	0.00	4,800.00		4,800.00
188	01000	Bonus Payments	103,800.00		103,800.00	0.00
189	01000	Other Salaries & Wages	0.00	13,000.00		13,000.00
189	03000	Other Salaries & Wages	0.00	78,000.00		78,000.00
189	05500	Other Salaries & Wages	30,000.00	15,000.00		45,000.00
201	01000	Social Security	6,435.00	4,000.00		10,435.00
201	01500	Social Security	0.00	4,799.00		4,799.00
201	01550	Social Security	0.00	1,748.00		1,748.00
201	01600	Social Security	0.00	3,336.00		3,336.00
201	03000	Social Security	0.00	4,850.00		4,850.00
201	05500	Social Security	1,860.00	675.00		2,535.00
204		State Retirement	715,250.00		15,000.00	700,250.00
204	01000	State Retirement	9,175.00	6,500.00		15,675.00
204	01500	State Retirement	0.00	6,885.00		6,885.00
204	01550	State Retirement	0.00	2,600.00		2,600.00
204	01600	State Retirement	0.00	3,815.00		3,815.00
204	03000	State Retirement	0.00	6,600.00		6,600.00
206	03000	Life Insurance	0.00	225.00		225.00
207	03000	Medical Insurance	0.00	25,050.00		25,050.00
207	05400	Medical Insurance	52,750.00	8,000.00		60,750.00
208	03000	Dental Insurance	0.00	1,125.00		1,125.00
208	05400	Dental Insurance	3,850.00	175.00		4,025.00
212	01000	Employer Medicare	1,515.00	950.00		2,465.00
212	01500	Employer Medicare	0.00	1,122.00		1,122.00
212	01550	Employer Medicare	0.00	409.00		409.00
212	01600	Employer Medicare	0.00	780.00		780.00
212	03000	Employer Medicare	0.00	1,150.00		1,150.00
212	05500	Employer Medicare	435.00	175.00		610.00
217		SRT - Retirement	28,075.00	7,500.00		35,575.00
217	01000	SRT - Retirement	450.00	400.00		850.00
217	01500	SRT - Retirement	0.00	404.00		404.00
217	01550	SRT - Retirement	0.00	182.00		182.00
217	01600	SRT - Retirement	0.00	745.87		745.87
217	03000	SRT - Retirement	0.00	200.00		200.00
429	01500	Instructional Supplies	0.00	586.00		586.00
429	01550	Instructional Supplies	0.00	8,609.49		8,609.49
429	15000	Instructional Supplies	27,960.00	12,000.00		39,960.00
429	25000	Instructional Supplies	36,133.00		6,400.00	29,733.00
429	90500	Instructional Supplies	0.00	2,500.00		2,500.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2020-2021
June 2021**

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
449	10000	Textbooks	65,000.00	5,000.00		70,000.00
449	15000	Textbooks	18,485.00		7,835.00	10,650.00
449	20000	Textbooks	65,000.00	8,500.00		73,500.00
449	25000	Textbooks	88,000.00		3,700.00	84,300.00
449	30000	Textbooks	65,000.00	7,850.00		72,850.00
471	01500	Software	0.00	41,159.00		41,159.00
499		Other Supplies & Materials	0.00	2,000.00		2,000.00
499	03000	Other Supplies & Materials	0.00	5,000.00		5,000.00
499	09000	Other Supplies & Materials	0.00	17,000.00		17,000.00
499	15003	Other Supplies & Materials	13,500.00		13,500.00	0.00
499	90600	Other Supplies & Materials	37,000.00	9,000.00		46,000.00
711		Furniture & Fixtures	0.00	5,500.00		5,500.00
71200		Special Education				
116		Teachers	858,600.00	7,250.00		865,850.00
116	01000	Teachers	0.00	20,675.00		20,675.00
163	01000	Educational Assistants	0.00	47,750.00		47,750.00
171		Speech Pathologists	161,225.00	850.00		162,075.00
171	01000	Speech Pathologists	0.00	3,000.00		3,000.00
188	01000	Bonus Payments	42,350.00		42,350.00	0.00
201	01000	Social Security	2,600.00	1,700.00		4,300.00
204		State Retirement	115,200.00	300.00		115,500.00
204	01000	State Retirement	2,265.00	2,000.00		4,265.00
207	05400	Medical Insurance	14,050.00	850.00		14,900.00
208	05400	Dental Insurance	575.00	50.00		625.00
212		Employer Medicare	19,000.00	100.00		19,100.00
212	01000	Employer Medicare	625.00	400.00		1,025.00
217		SRT - Retirement	6,225.00	100.00		6,325.00
217	01000	SRT - Retirement	85.00	75.00		160.00
312		Contracts with Private Agencies	40,000.00	25,000.00		65,000.00
429		Instructional Supplies	12,000.00	250.00		12,250.00
499		Other Supplies and Materials	2,000.00	1,750.00		3,750.00
725		Special Education Equipment	5,000.00	3,500.00		8,500.00
725	50001	Special Education Equipment	0.00	2,350.00		2,350.00
71300		Vocational Education				
116		Teachers	685,000.00	7,500.00		692,500.00
116	01000	Teachers	0.00	14,000.00		14,000.00
188	01000	Bonus Payments	8,400.00		8,400.00	0.00
201	01000	Social Security	520.00	300.00		820.00
204	01000	State Retirement	750.00	500.00		1,250.00
206		Life Insurance	1,170.00	90.00		1,260.00
207		Medical Insurance	116,350.00	300.00		116,650.00
208		Dental Insurance	4,125.00	200.00		4,325.00
212	01000	Employer Medicare	125.00	75.00		200.00
217	01000	SRT - Retirement	75.00	50.00		125.00
499	15400	Other Supplies & Materials	0.00	10,200.00		10,200.00
730	25050	Vocational Education Equipment	0.00	10,000.00		10,000.00
71400		Student Body Education - Other				
188	01000	Bonus Payments	600.00		600.00	0.00
189		Other Salaries & Wages	244,000.00	20,000.00		264,000.00
189	01000	Other Salaries & Wages	0.00	1,000.00		1,000.00
201		Social Security	15,075.00	1,000.00		16,075.00
201	01000	Social Security	40.00	20.00		60.00
204	01000	State Retirement	60.00	40.00		100.00
212		Employer Medicare	3,500.00	250.00		3,750.00
212	01000	Employer Medicare	10.00	5.00		15.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2020-2021
June 2021**

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
72110	Attendance				
161	01000 Secretary	0.00	1,000.00		1,000.00
188	01000 Bonus Payments	600.00		600.00	0.00
201	01000 Social Security	40.00	25.00		65.00
204	01000 State Retirement	60.00	40.00		100.00
212	01000 Employer Medicare	10.00	5.00		15.00
399	Other Contracted Services	13,600.00	6,700.00		20,300.00
72120	Health Servies				
105	90200 Supervisor/Director	59,770.00		16,505.00	43,265.00
131	Medical Personnel	165,515.00	9,250.00		174,765.00
131	01000 Medical Personnel	0.00	7,000.00		7,000.00
131	01500 Medical Personnel	0.00	4,000.00		4,000.00
188	01000 Bonus Payments	7,200.00		7,200.00	0.00
201	90200 Social Security	3,705.00		1,060.00	2,645.00
201	Social Security	10,250.00	425.00		10,675.00
201	01000 Social Security	260.00	150.00		410.00
201	01500 Social Security	0.00	248.00		248.00
204	90200 State Retirement	5,685.00		1,570.00	4,115.00
204	01000 State Retirement	435.00	250.00		685.00
204	01500 State Retirement	0.00	411.00		411.00
207	05400 Medical Insurance	0.00	3,115.00		3,115.00
207	90200 Medical Insurance	7,625.00		180.00	7,445.00
208	05400 Dental Insurance	0.00	130.00		130.00
208	90200 Dental Insurance	315.00		5.00	310.00
212	Employer Medicare	2,375.00	125.00		2,500.00
212	01000 Employer Medicare	60.00	40.00		100.00
212	01500 Employer Medicare	0.00	58.00		58.00
212	90200 Employer Medicare	865.00		245.00	620.00
212	01000 Employer Medicare				0.00
399	90200 Other Contracted Services	500.00		470.00	30.00
499	90200 Other Supplies & Materials	2,945.00	23,485.00		26,430.00
524	90200 Inservice/Staff Development	3,500.00		3,450.00	50.00
72130	Other Student Support				
123	01000 Guidance Personnel	0.00	6,000.00		6,000.00
161	01000 Secretary	0.00	5,000.00		5,000.00
188	01000 Bonus Payments	7,200.00		7,200.00	0.00
189	01000 Other Salaries & Wages	0.00	1,000.00		1,000.00
201	01000 Social Security	445.00	280.00		725.00
204	State Retirement	41,575.00	175.00		41,750.00
204	01000 State Retirement	680.00	450.00		1,130.00
212	01000 Employer Medicare	105.00	75.00		180.00
217	01000 SRT - Retirement	25.00	15.00		40.00
309	25100 Contracts with Government Agencies	36,440.00		27,700.00	8,740.00
309	25101 Contracts with Government Agencies	55,540.00	20.00		55,560.00
309	40101 Contracts with Government Agencies	0.00	105,000.00		105,000.00
72210	Regular Education - Support				
105	Supervisor/Director	217,410.00		39,000.00	178,410.00
105	01000 Supervisor/Director	0.00	3,000.00		3,000.00
129	01000 Librarians	0.00	5,000.00		5,000.00
161	01000 Secretary	0.00	1,000.00		1,000.00
163	01000 Educational Assistants	0.00	1,500.00		1,500.00
188	01000 Bonus Payments	7,710.00		7,710.00	0.00
189	Other Salaries & Wages	54,335.00	14,750.00		69,085.00
189	01000 Other Salaries & Wages	0.00	1,000.00		1,000.00
201	01000 Social Security	480.00	200.00		680.00
204	State Retirement	61,325.00	650.00		61,975.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2020-2021
June 2021**

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
204	01000 State Retirement	765.00	375.00		1,140.00
212	01000 Employer Medicare	115.00	50.00		165.00
217	01000 SRT - Retirement	15.00	10.00		25.00
499					
499	Other Supplies & Materials	2,500.00	1,000.00		3,500.00
499	91000 Other Supplies & Materials	2,050.00	3,675.00		5,725.00
524	90700 Inservice/Staff Development	5,000.00	1,750.00		6,750.00
790					
790	Other Equipment	0.00	3,750.00		3,750.00
72220	Special Education - Support				
105		81,315.00		12,000.00	69,315.00
105	01000 Supervisor/Director	0.00	1,000.00		1,000.00
161	01000 Secretary	0.00	1,000.00		1,000.00
188	01000 Bonus Payments	1,560.00		1,560.00	0.00
201	01000 Social Security	100.00	20.00		120.00
204	01000 State Retirement	150.00	50.00		200.00
206					
206	Life Insurance	110.00	25.00		135.00
207					
207	Medical Insurance	13,330.00	3,000.00		16,330.00
208					
208	Dental Insurance	500.00	25.00		525.00
212	01000 Employer Medicare	25.00	5.00		30.00
312					
312	Contracts with Private Agencies	175,000.00	15,000.00		190,000.00
336					
336	Maintenance & Repair of Equipment	1,000.00	100.00		1,100.00
72230	Vocational Education - Support				
105	01000 Supervisor/Director	0.00	1,000.00		1,000.00
161	01000 Secretary	0.00	1,000.00		1,000.00
188	01000 Bonus Payments	900.00		900.00	0.00
201	01000 Social Security	55.00	60.00		115.00
204	01000 State Retirement	90.00	110.00		200.00
212	01000 Employer Medicare	15.00	15.00		30.00
72250	Technology Services				
105		21,345.00	21,200.00		42,545.00
105	01000 Supervisor/Director	0.00	500.00		500.00
121					
121	Data Processing Personnel	141,170.00	1,300.00		142,470.00
121	01000 Data Processing Personnel	0.00	3,000.00		3,000.00
188	01000 Bonus Payments	2,100.00		2,100.00	0.00
201					
201	Social Security	10,050.00	1,350.00		11,400.00
201	01000 Social Security	130.00	85.00		215.00
204					
204	State Retirement	15,615.00	2,150.00		17,765.00
204	01000 State Retirement	200.00	150.00		350.00
206					
206	Life Insurance	158.00	22.00		180.00
207					
207	Medical Insurance	24,500.00	1,200.00		25,700.00
208					
208	Dental Insurance	1,025.00	25.00		1,050.00
212					
212	Employer Medicare	2,350.00	350.00		2,700.00
212	01000 Employer Medicare	30.00	25.00		55.00
350					
350	Internet Connectivity	70,000.00	75,000.00		145,000.00
72310	Board of Education				
188	01000 Bonus Payments	600.00		600.00	0.00
189					
189	Other Salaries & Wages	44,225.00	700.00		44,925.00
189	01000 Other Salaries & Wages	0.00	1,000.00		1,000.00
201	01000 Social Security	40.00	20.00		60.00
204	01000 State Retirement	60.00	40.00		100.00
210					
210	Unemployment Compensation	15,000.00		11,000.00	4,000.00
212	01000 Employer Medicare	10.00	5.00		15.00
320					
320	Dues & Memberships	12,000.00	8,000.00		20,000.00
331					
331	Legal Services	15,000.00	2,500.00		17,500.00
506					
506	Liability Insurance	46,500.00	8,810.00		55,310.00
510					
510	Trustee's Commissions	90,000.00	15,000.00		105,000.00

**ELIZABETHTON CITY
SCHOOLS**

GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP

Fiscal Year 2020-2021
June 2021

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
513	Workmans Comp Insurance	180,000.00		22,375.00	157,625.00
524	Inservice/Staff Development	7,750.00		4,000.00	3,750.00
599	Other Charges	5,000.00	5,500.00		10,500.00
72320	Director of Schools				
101	Director of Schools	115,349.00	6,575.00		121,924.00
101 01000	Director of Schools	0.00	1,000.00		1,000.00
161 01000	Secretary	0.00	1,000.00		1,000.00
162 01000	Clerical Personnel	0.00	675.00		675.00
188 01000	Bonus Payments	1,600.00		1,600.00	0.00
201 01000	Social Security	100.00	55.00		155.00
204 01000	State Retirement	160.00	100.00		260.00
206	Life Insurance	158.00	10.00		168.00
212 01000	Employer Medicare	25.00	15.00		40.00
307	Communication	53,000.00	7,500.00		60,500.00
349	Printing	1,500.00	500.00		2,000.00
599	Other Charges	7,000.00	750.00		7,750.00
72410	Office of the Principal				
104	Principals	428,075.00		21,000.00	407,075.00
104 01000	Principals	0.00	5,000.00		5,000.00
139	Assistant Principals	344,910.00		8,500.00	336,410.00
139 01000	Assistant Principals	0.00	5,000.00		5,000.00
139 01500	Assistant Principals	0.00	5,000.00		5,000.00
139 01550	Assistant Principals	0.00	2,000.00		2,000.00
139 01600	Assistant Principals	0.00	5,000.00		5,000.00
161 01000	Secretary(s)	0.00	6,000.00		6,000.00
161 01500	Secretary(s)	0.00	1,920.00		1,920.00
161 01600	Secretary(s)	0.00	1,260.00		1,260.00
162	Clerical Personnel	51,730.00	5,100.00		56,830.00
162 01000	Clerical Personnel	0.00	3,500.00		3,500.00
188 01000	Bonus Payments	14,100.00		14,100.00	0.00
189	Other Salaries & Wages	141,825.00		18,384.00	123,441.00
189 01000	Other Salaries & Wages	0.00	3,350.00		3,350.00
201	Social Security	69,500.00		5,100.00	64,400.00
201 01000	Social Security	875.00	475.00		1,350.00
201 01500	Social Security	0.00	429.00		429.00
201 01550	Social Security	0.00	124.00		124.00
201 01600	Social Security	0.00	388.00		388.00
204	State Retirement	101,375.00	8,100.00		109,475.00
204 01000	State Retirement	1,025.00	1,225.00		2,250.00
204 01500	State Retirement	0.00	696.00		696.00
204 01550	State Retirement	0.00	205.00		205.00
204 01600	State Retirement	0.00	469.00		469.00
206	Life Insurance	1,530.00	15.00		1,545.00
212 01000	Employer Medicare	205.00	110.00		315.00
212 01500	Employer Medicare	0.00	100.00		100.00
212 01550	Employer Medicare	0.00	29.00		29.00
212 01600	Employer Medicare	0.00	91.00		91.00
217 01600	TCRS - SRT	0.00	101.00		101.00
524 30000	Inservice/Staff Development	500.00	125.00		625.00
72510	Fiscal Services				
105	Supervisor/Director	85,575.00	600.00		86,175.00
105 01000	Supervisor/Director	0.00	1,000.00		1,000.00
119	Accountants	60,485.00	5,000.00		65,485.00
119 01000	Accountants	0.00	2,000.00		2,000.00
161 01000	Secretary	0.00	1,000.00		1,000.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2020-2021
June 2021**

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
162	Clerical Personnel	0.00	18,898.00		18,898.00
162 01000	Clerical Personnel	0.00	500.00		500.00
188 01000	Bonus Payments	2,310.00		2,310.00	0.00
201	Social Security	11,800.00	800.00		12,600.00
201 01000	Social Security	145.00	130.00		275.00
204	State Retirement	18,800.00	1,450.00		20,250.00
204 01000	State Retirement	225.00	205.00		430.00
212	Employer Medicare	2,750.00	190.00		2,940.00
212 01000	Employer Medicare	35.00	30.00		65.00
317	Data Processing Services	24,000.00	6,100.00		30,100.00
435	Office Supplies	4,500.00	1,000.00		5,500.00
524	Inservice/Staff Development	2,650.00		1,750.00	900.00
72610	Operation of Plant				
166	Custodial Personnel	421,380.00		10,000.00	411,380.00
166 01000	Custodial Personnel	0.00	19,175.00		19,175.00
166 01500	Custodial Personnel	0.00	1,414.00		1,414.00
188 01000	Bonus Payments	11,600.00		11,600.00	0.00
201 01000	Social Security	720.00	450.00		1,170.00
201 01500	Social Security	0.00	88.00		88.00
204 01000	State Retirement	1,105.00	675.00		1,780.00
204 01500	State Retirement	0.00	135.00		135.00
206	Life Insurance	810.00	5.00		815.00
212 01000	Employer Medicare	170.00	105.00		275.00
212 01500	Employer Medicare	0.00	21.00		21.00
415	Electricity	480,000.00		15,000.00	465,000.00
434	Natural Gas	85,000.00		10,000.00	75,000.00
501	Boiler Insurance	7,000.00		4,400.00	2,600.00
502	Building & Contents Insurance	127,000.00	3,700.00		130,700.00
599	Other Charges	8,000.00		5,000.00	3,000.00
720	Custodial Equipment	0.00	10,000.00		10,000.00
72620	Maintenance of Plant				
105	Supervisor/Director	21,342.00	21,200.00		42,542.00
105 01000	Supervisor/Director	0.00	500.00		500.00
167	Maintenance Personnel	231,170.00	6,200.00		237,370.00
167 01000	Maintenance Personnel	0.00	6,000.00		6,000.00
188 01000	Bonus Payments	3,900.00		3,900.00	0.00
201 01000	Social Security	245.00	150.00		395.00
204	State Retirement	24,180.00	675.00		24,855.00
204 01000	State Retirement	375.00	250.00		625.00
206	Life Insurance	293.00	22.00		315.00
207	Medical Insurance	38,680.00	1,000.00		39,680.00
212	Employer Medicare	3,600.00	50.00		3,650.00
212 01000	Employer Medicare	60.00	40.00		100.00
335	Maintenance & Repair of Buildings	412,000.00	200,000.00		612,000.00
338	Maintenance & Repair of Vehicles	3,000.00	4,250.00		7,250.00
399	Other Contracted Services	54,455.00	15,545.00		70,000.00
72710	Transportation				
105	Supervisor/Director	2,800.00	2,000.00		4,800.00
105 01700	Supervisor/Director	0.00	5,575.00		5,575.00
142	Mechanics	20,000.00	1,080.00		21,080.00
142 01700	Mechanics	0.00	1,920.00		1,920.00
146 01000	Bus Drivers	0.00	8,500.00		8,500.00
146 01500	Bus Drivers	0.00	6,400.00		6,400.00
146 01700	Bus Drivers	0.00	8,000.00		8,000.00
188 01000	Bonus Payments	5,100.00		5,100.00	0.00
189	Other Salaries & Wages	18,000.00	25,000.00		43,000.00

**ELIZABETHTON CITY SCHOOLS
FEDERAL PROJECTS BUDGET**

		2020-2021 ORIGINAL BUDGET	AMENDMENT # 1FP December	AMENDMENT # 2 FP June	2020-2021 AMENDED BUDGET
ESTIMATED REVENUES AND OTHER SOURCES					
47100	Federal Funds Received thru State	1,829,613.00	1,152,330.66	39,963.50	3,021,907.16
47900	Direct Federal Revenue	0.00	435,103.36	0.00	435,103.36
49800	Operating Transfer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>1,829,613.00</u>	<u>1,587,434.02</u>	<u>39,963.50</u>	<u>3,457,010.52</u>
ESTIMATED RESERVES					
39000	Unassigned Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES					
INSTRUCTION					
71100	Regular Instruction Program	700,595.00	723,093.00	39,176.00	1,462,864.00
71200	Special Education Program	571,672.00	36,253.72	0.00	607,925.72
71300	Vocational Education Program	<u>25,268.00</u>	<u>(673.44)</u>	<u>13,386.20</u>	<u>37,980.76</u>
	TOTAL INSTRUCTION	<u>1,297,535.00</u>	<u>758,673.28</u>	<u>52,562.20</u>	<u>2,108,770.48</u>
SUPPORT SERVICES					
72100	Students	99,402.00	37,758.00	(5,679.78)	131,480.22
72200	Instructional Staff	266,102.00	351,353.58	(18,378.92)	599,076.66
72700	Student Transportation	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL SUPPORT SERVICES	<u>365,504.00</u>	<u>389,111.58</u>	<u>(24,058.70)</u>	<u>730,556.88</u>
NON-INSTRUCTIONAL SERVICES					
73300	Community Services	<u>141,084.00</u>	<u>750.00</u>	<u>0.00</u>	<u>141,834.00</u>
	TOTAL NON -INSTRUCTIONAL SERVICES	<u>141,084.00</u>	<u>750.00</u>	<u>0.00</u>	<u>141,834.00</u>
Capital Outlay					
76100	Building Improvements	<u>0.00</u>	<u>435,103.36</u>	<u>11,460.00</u>	<u>446,563.36</u>
	TOTAL OTHER USES	<u>0.00</u>	<u>0.00</u>	<u>11,460.00</u>	<u>446,563.36</u>
OTHER USES					
99100	Operating Transfers	<u>25,490.00</u>	<u>3,795.80</u>	<u>0.00</u>	<u>29,285.80</u>
	TOTAL OTHER USES	<u>25,490.00</u>	<u>3,795.80</u>	<u>0.00</u>	<u>29,285.80</u>
	TOTAL EXPENDITURES & OTHER USES	<u>1,829,613.00</u>	<u>1,587,434.02</u>	<u>39,963.50</u>	<u>3,457,010.52</u>
ESTIMATED REVENUE AND RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Account Code		REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
Carl Perkins - Project OCP						
47131	OCP	Carl Perkins - Vocational	40,179.48		2,797.50	42,976.98
ESSER 2.0 - Project 932						
47307	932	ESSER 2.0	0.00		37,166.00	37,166.00
TOTALS			40,179.48	0.00	39,963.50	80,142.98
			\$39,963.50		Increase in Revenues	
Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
Carl Perkins - Project OCP						
71300	Vocational Education Program					
499	OCP	Other Supplies & Materials	8,080.00	750.00		8,830.00
730	OCP	Vocational Instructional Equipment	10,164.56	12,636.20		22,800.76
72130	Support Services-Other Student Support					
189	OCP	Other Salaries & Wages	3,500.00		1,125.00	2,375.00
201	OCP	Social Security	220.00		86.08	133.92
204	OCP	State Retirement	360.00		136.61	223.39
212	OCP	Employer Medicare	50.00		18.69	31.31
355	OCP	Travel	5,000.00		4,760.00	240.00
524	OCP	Inservice / Staff Development	4,446.00		2,553.40	1,892.60
72230	Vocational Support Services					
524	OCP	Inservice / Staff Development	2,008.92		1,908.92	100.00
ESSER 1.0 (Cares Act)- Project CRS						
71100	Regular Education Program					
471	CRS	Software	93,585.22	16,470.00		110,055.22
72250	Regular Education Program					
350	CRS	Internet Connectivity	110,000.00		16,470.00	93,530.00
ESSER 2.0 - Project 932						
71100	Regular Education Program					
471	932	Software	0.00	25,706.00		25,706.00
76100	Capital Outlay					
707	CPS	Building Improvements	0.00	11,460.00		11,460.00
Title I, Neglected - Project T1N						
71100	Regular Education Program					
429	T1N	Instructional Supplies	28,598.55		3,000.00	25,598.55
72130	Other Student Support					
399	T1N	Other Contracted Services	12,000.00	3,000.00		15,000.00
TOTALS			278,013.25	70,022.20	30,058.70	317,976.75
			\$39,963.50		Increase in Expenditures	
			\$0.00		Net Change	

**ELIZABETHTON CITY SCHOOLS
SCHOOL NUTRITION BUDGET**

		2020-2021 ORIGINAL BUDGET	AMENDMENT # 1 SNP JUNE	2020-2021 AMENDED BUDGET
ESTIMATED REVENUES AND OTHER SOURCES				
43000	Charges for Current Services	240,125.00	(195,725.00)	44,400.00
44000	Other Local Revenues	3,750.00	(3,000.00)	750.00
46500	State Education Funds	10,750.00	8,042.00	18,792.00
47100	Federal Funds Received thru State	<u>921,500.00</u>	<u>90,000.00</u>	<u>1,011,500.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>1,176,125.00</u>	<u>(100,683.00)</u>	<u>1,075,442.00</u>
ESTIMATED RESERVES				
39000	Reserves to be used for Specific Projects	0.00	0.00	0.00
	TOTAL ESTIMATED RESERVES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES				
	NON-INSTRUCTIONAL SERVICES			
73100	Food Service	<u>1,176,125.00</u>	<u>(100,683.00)</u>	<u>1,075,442.00</u>
	TOTAL EXPENDITURES	<u>1,176,125.00</u>	<u>(100,683.00)</u>	<u>1,075,442.00</u>
	ESTIMATED REVENUE & RESERVES OVER EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**SCHOOL NUTRITION FUND
BUDGET AMENDMENT # 1 SNP**

**Fiscal Year 2020-2021
4th Quarter - June 2021**

Account Code	REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
43500	Charges for Services				
43521	Lunch Payments - Children	170,000.00	170,000.00		0.00
43522	Lunch Payments - Adults	22,150.00	8,000.00		14,150.00
43523	Income from Breakfast	725.00	725.00		0.00
43525	A La Carte Sales	34,250.00	7,000.00		27,250.00
43990	Other Charges for Services	13,000.00	10,000.00		3,000.00
44000	Recurring Items				
44110	Investment Income	3,750.00	3,000.00		750.00
46500	State Education Funds				
46520	School Food Service - Local Match	10,750.00	900.00		9,850.00
46980	Equipment Grant	0.00		8,942.00	8,942.00
47100	Federal Funds Received thru State				
47111	USDA School Lunch Program	556,500.00		20,000.00	576,500.00
47113	USDA Breakfast	253,500.00		80,000.00	333,500.00
47114	USDA Snack Program	18,000.00	10,000.00		8,000.00
	TOTALS	1,082,625.00	209,625.00	108,942.00	981,942.00
			\$100,683.00	Decrease in Revenues	
Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
73100	Food Service Program				
165	Cafeteria Personnel	320,349.00		40,000.00	280,349.00
336	Maintenance & Repair - Equipment	6,000.00	8,500.00		14,500.00
422	Food Supplies	421,300.00		78,683.00	342,617.00
499	Other Supplies & Materials	30,000.00	3,000.00		33,000.00
710	Food Service Equipment	2,500.00	6,500.00		9,000.00
	TOTALS	780,149.00	18,000.00	118,683.00	679,466.00
			\$100,683.00	Decrease in Expenditures	
			\$0.00	Net Change	

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Assignments	Descriptor Code: 6.205	Issued Date: 08/20/15
		Rescinds: 6.205	Issued: 10/18/07

1 TO SCHOOLS

2 Each child is required to attend the school in the zone in which he lives, unless there is a change of
3 residence or special permission granted by the director of schools as authorized by the Board.¹

4 Parents may elect to enroll their children in any school in the school system provided the parent provides
5 transportation to and from that respective school and provided that such choice does not cause
6 overcrowding in the school requested. Requests for placement must be approved by the principal and
7 director of schools.

8 Parents who are dissatisfied with the assignment of their children may, within ten (10) days after the
9 assignment, make application to the Board for a hearing requesting a transfer to another school.²

10 TO CLASSES

11 The principal shall be responsible for assigning all students to classes.

12 Students who enter the system from another school system are to be placed by the principal in the grade
13 and/or level as indicated by records from the former school. If the student's placement is inappropriate
14 in the grade or level assigned, he/she may be reassigned by the principal to another grade level. Parents
15 shall be kept advised.

16 The principal shall separate an alleged victim of child sexual abuse from an alleged perpetrator if the
17 abuse allegedly occurred while the child was under the supervision or care of the school. If available and
18 appropriate, a child shall be reassigned if a request is made by the child's parent or custodian and the
19 perpetrator has been: (1) substantiated by the department of children's services; (2) adjudicated by a
20 juvenile court to have committed the child sexual abuse; or (3) criminally charged.³

21 PRIORITY ORDER

22 In-zone students; full-time ECS employees (tuition waiver students); full-time employee out-of-zone
23 students; returning out-of-zone students; siblings of returning out-of-zone students; new out-of-zone

- 1 students; Elizabethton City Employee tuition-free students; returning tuition students; siblings of
- 2 returning tuition students; new tuition students.

Legal Reference:

1. TCA 49-6-3102 through 3103; OP Atty. Gen. 99-055 (March 9, 1999)
2. TCA 49-6-3201
3. Public Acts of 2015, Chapter No. 286

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: ① Dell 380 ② Dell Monitor ③ Dell Monitor ④ Doc Camera
⑤ Doc Camera ⑥ Doc Camera ⑦ Computer Table
⑧ Computer Table ⑨ Wood File Cabinet

INVENTORY TAG NUMBER: ① #2826 ② #2828 ③ #2827 ④ #7552 ⑤ #4724 ⑥ #4723
⑦ #5143 ⑧ #0056 ⑨ #2902

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: H.M.E

SALE/DISPOSAL AUTHORIZED BY: Ein Wampler DATE: 07 Jun 21
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: TAS - 22 Computers & 15 monitors

INVENTORY TAG NUMBER: Attached

METHOD OF SALE/DISPOSAL: recycled

SALE/DISPOSAL AUTHORIZED BY: *Ch. By* DATE: 7-1-21
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

dell type	etsu	tad
790	906591	3912
790	906600	3913
790	906595	3914
790	906682	3915
790	906567	3916
790	906661	3917
790		3918
790	906250	3919
790	906599	3920
790	906539	3921
790	906345	3923
790	906400	3924
790	906981	3925
790	906543	3926
790	906601	3927
790	906239	3928
790	906585	3929
790	906597	3930
790	906064	3931
790	906596	3932
790	906183	3933
790		4524
monitor		4283
monitor		4365
monitor		4366
monitor		4367
monitor		4370
monitor		4372
monitor		4373
monitor		4376
monitor		4377
monitor		4379
monitor		4382
monitor		4383
monitor		4384
monitor		4385
monitor		4525

22 computers
15 monitors

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

TAG# see attached list

ITEMS: see attached list

21 Dell Vostro Laptops

METHOD OF

SALE/DISPOSAL: RECYCLE

Darin Brewer 7-7-21

SALE/DISPOSAL

AUTHORIZED BY: _____ DATE: _____

Principal

AUTHORIZED BY: _____ DATE: _____

Director of Schools

AUTHORIZED BY: _____ DATE: _____

Board Chairman

HME Dell Vostro LT	HME#	ECS-title 1 # (from 2013)
HME Dell Vostro LT	6800	4612
HME Dell Vostro LT	6801	4605
HME Dell Vostro LT	6802	?
HME Dell Vostro LT	6803	4614
HME Dell Vostro LT	6804	4595
HME Dell Vostro LT	6805	4598
HME Dell Vostro LT	6806	4608
HME Dell Vostro LT	6807	4602
HME Dell Vostro LT	6808	4610
HME Dell Vostro LT	6809	4611
HME Dell Vostro LT	6810	4613
HME Dell Vostro LT	6811	4593
HME Dell Vostro LT	6813	4600
HME Dell Vostro LT	6814	4603
HME Dell Vostro LT	6815	4606
HME Dell Vostro LT	6816	4601
HME Dell Vostro LT	6817	4604
HME Dell Vostro LT	6818	4542
HME Dell Vostro LT	6820	4607
HME Dell Vostro LT	6821	4597
HME Dell Vostro LT	6822	4594

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: 46 T.A.D. Library Books
These books have been out of
circulation for several years,
They were being stored at the
Central office

INVENTORY TAG NUMBER: N/A

METHOD OF SALE/DISPOSAL: put on Betsy Book Bus

SALE/DISPOSAL AUTHORIZED BY: N/A DATE: _____
Principal

AUTHORIZED BY: [Signature] DATE: 7/6/21
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

**ELIZABETHTON CITY SCHOOL SYSTEM
BOARD OF EDUCATION
AGENDA SUMMARY**

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2018-2019-01-SN FOR BREAD AND BAKERY PRODUCTS FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

SUMMARY: An offer to renew the current bid for bread and bakery products was made to Bimbo Bakeries USA. The offer was accepted. All renewal documents were completed and returned. Price increases were in compliance with the guidelines set forth in the original bid.

ACCOUNT FUNDING: Account 143-73100-422 (Food Supplies)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2018-2019-01-SN, the purchase of bread and bakery products from Bimbo Bakeries USA for the bid period July 1, 2021 through June 30, 2022.

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

Eddie Pless, Board Chairperson

Richard VanHuss, Director of Schools

Date

Date



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Re-Roofing of Existing Building T A Dugger Junior High School 306 West 'E' Street Elizabethton, Tennessee 37643	CHANGE ORDER NUMBER: 002 DATE: June 17, 2021	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Goins Rash Cain, Inc. - GRC Construction 130 Regional Park Drive Kingsport, Tennessee 37660 Telephone: 423-349-7760	ARCHITECT'S PROJECT NUMBER: 020-001.2 CONTRACT DATE: May 26, 2020 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
(\$ 68,593.35) - GRC Construction CO#2041-01 Proposal dated May 11, 2021.
(\$ 3,726.63) - GRC Construction CO#2041-02 Proposal dated June 17, 2021.

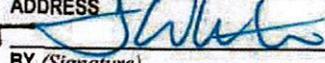
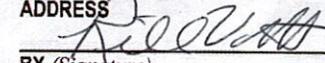
(\$ 72,319.98) - DEDUCT ALL UNUSED CONTIGENCIES AND ALLOWANCES

The original Contract Sum was	\$	693,398.00
The net change by previously authorized Change Orders	\$	-68,593.35
The Contract Sum prior to this Change Order was	\$	624,804.65
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,726.63
The new Contract Sum including this Change Order will be	\$	621,078.02

The Contract Time will be increased by Fifty Six (56) days.
The date of Substantial Completion as of the date of this Change Order therefore is One Hundred Forty Six (146) calendar days from date of commencement, no later than April 1, 2021.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Thomas Weems Architect</u> ARCHITECT (Firm name)	<u>Goins Rash Cain, Inc. - GRC Construction</u> CONTRACTOR (Firm name)	<u>Elizabethton City Schools</u> OWNER (Firm name)
<u>3203 Hanover Road</u> <u>Johnson City, Tennessee 37604</u> ADDRESS	<u>130 Regional Park Drive</u> <u>Kingsport, Tennessee 37660</u> ADDRESS	<u>804 South Watauga Avenue</u> <u>Elizabethton, Tennessee 37643</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Thomas Weems, AIA</u> (Typed name)	<u>Travis White, Project Manager</u> (Typed name)	<u>Richard Van Huss, Director</u> (Typed name)
<u>06 / 17 / 2021</u> DATE	<u>6-17-21</u> DATE	<u>6/17/21</u> DATE



AP Access for All Memorandum of Understanding

Local Education Agency

Vision

By the year 2023, AP Access for All will implement a sustainable program that provides access to well-designed, engaging online Advanced Placement (AP) courses; addresses opportunity gaps that exist among underserved regions of Tennessee; and supports the development of a statewide high school culture that values and encourages rigorous preparation for college and career readiness.

Local Education Agency (LEA): _____

THIS AGREEMENT was entered into by and between the school system mentioned above (the LEA) and the Niswonger Foundation (the Foundation).

The purpose of this Memorandum of Understanding (MOU) is to articulate specific roles and responsibilities of AP Access for All partners of the Niswonger Foundation. This partnership, between the Niswonger Foundation and LEA is funded through a grant from the state of Tennessee. The goal of the AP Access for All grant is to eliminate common barriers to Advanced Placement (AP) coursework therefore expanding access to AP courses to students across the state of Tennessee.

I. Purpose and Scope of the Work

The Foundation was organized and incorporated in 2001 to make a positive and sustainable difference in education in Northeast Tennessee. A key component of the Foundation's strategy, the School Partnership program has provided support for more than 30 school programs. Since its inception the Foundation has supported more than 100 specific partnerships and grants, addressing needs from pre-kindergarten through high school.

Since 2015, the Foundation and high schools across the state of Tennessee have partnered through Niswonger Online to allow students access to courses in a wide range of subject areas including Math, Science, ELA, Social Studies, Electives, CTE, and Advanced Placement. This work has seen over 12,000 high school students earn credits in courses that were oftentimes not offered in their brick and mortar schools.

AP Access for All intends to further the reach of Niswonger Online Advanced Placement (AP) courses and further encourage effective teaching and learning throughout the state by [1] offering free online AP courses to public school students across the state, [2] paying for AP testing fees for all online AP students, [3] offering College Board training to secondary teachers across the state, and [4] offering College Board trained AP teachers the ability to teach online AP courses for Niswonger Online.

In consideration of the mutual commitments herein contained, the partners agree as follows.

II. Responsibilities of the LEA

Participating LEA partners will:

1. Participate in relevant meetings, communities of practice, or other practice-sharing events that are organized by the Administrators of AP Access for All
2. Ensure that the LEA, its leadership, staff, and teaching faculty comply with requests for participation and information that focus on meeting the goals of this program (within the context of local school board policy).
3. Assign an AP Liaison to be the initial contact person at each local school containing grades 9-12.
 - The AP Liaison will work closely with their assigned Regional Relationship Specialist to complete the following tasks:
 - Enrolling and monitoring of online AP Students
 - Transferring earned AP credits to student transcripts
 - Ordering all needed AP tests for online AP students
 - Equitably recruiting students to online AP courses
 - Sharing of AP Access for All information and materials to all students, administrators, and teachers
4. Support AP Liaison in AP Access for All goals that includes the requirement that all online AP students must sit for the AP exam.
5. Comply with any formative or summative program evaluation activities needed by either the State of Tennessee or the Niswonger Foundation.

III. Responsibilities of the Foundation

The Foundation will:

1. Maintain its status as a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources.
2. Employ staff to fulfill essential responsibilities and provide them with sufficient training and resources. This includes stipends and training to the chosen AP Liaisons and any local teachers who choose to teach an online AP course for Niswonger Online.

3. Assign each high school a Regional Relationship Specialist tasked to train AP Liaison and be the main point of contact.
4. Work collaboratively with and support participating LEAs in AP Access for All activities; provide appropriate feedback and/or technical assistance.
5. Facilitate management activities of the AP Access for All program, including business services, compliance functions and the governance/advisory structures.
6. Develop and coordinate activities for professional development and collaboration activities (e.g. Advanced Placement collaborative cohorts and College Board training).
7. Assume primary responsibility for systems of data collection; coordinate evaluation activities related to the AP Access for All program.
8. Maintain a technology infrastructure that is appropriate for AP Access for All responsibilities.

IV. Joint Responsibilities

1. Collaborate and work in good faith to continue to achieve the overall goals of the AP Access for All program, even when modifications may be required.
2. Work together to determine appropriate timelines for project updates and status reports and to determine how to meet the needs of the LEA in addition to the vision of the AP Access for All Program.

V. Duration

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and ending either (1) on May 31st, 2023 (2) when replaced by an amended MOU signed by each of the parties involved, (3) upon the mutual agreement of the parties, or (4) termination by either party due to unfulfilled responsibilities stated in Sections II or III above.

State of Tennessee Grantee Responsibilities

Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

Lobbying. The Grantee 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 undersigned, 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee 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.

Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of

such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant 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 Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Nepotism</h2>	Descriptor Code: 1.108	Issued Date: 01/19/16
		Rescinds: 1.108	Issued: 08/24/90

1 Whenever a person is considered by the director of schools for initial employment in the system and
 2 that person is related to a member of the Board, the director of schools, an administrator in the system,
 3 a county commissioner/city councilman, or any appointed or elected county/city official, the
 4 relationship shall be made known to the Board prior to the employment of such person.¹ Should the
 5 Director of Schools recommend a relative for employment in the system, the Board must grant prior
 6 authorization.

7 If a member of the Board has a relative who is an employee in the system, prior to voting on any
 8 matter of business that may have an effect upon the employment of the relative, the member shall
 9 declare such relationship. In making such a declaration, the member shall certify that his/her vote on
 10 the pending matter will be in the best interest of the school system.¹

11 Supervision is defined as having direct responsibility for evaluation.

12 No person shall supervise or be supervised by an employee if he/she is related to the employee. For
 13 purposes of this policy, the terms "related to" and "relative" include the following relationships:
 14 spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother,
 15 sister, uncle, aunt, nephew, niece, or any person who resides in the same household.

Legal References

1. TCA 49-2-202(a)(3)

Cross References

Assignment/Transfer of Personnel 5.115

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Conflict of Interest	Descriptor Code: 1.107	Issued Date: 08/18/94
		Rescinds: 1.106	Issued:

1 A board member shall not be directly interested in any contract in which the Board may be interested.
2 "Directly interested" means any contract with the board member or with any business in which the board
3 member is sole proprietor, a partner, or the person having controlling interest. "Controlling interest"
4 shall include the individual with the ownership or control of the largest number of outstanding shares
5 owned by any single individual or corporation.

6 This policy shall not prohibit any board member from voting on the school budget or any budget
7 amendments, unless the vote is on a specific budget amendment in which such board member is directly
8 interested.

9 A board member shall not be indirectly interested in any contract in which the Board may be interested
10 unless the board member publicly acknowledges such interest. "Indirectly interested" means any
11 contract in which the board member is interested but not directly so, as defined above, including contracts
12 in which the board member may have a direct interest but is the sole supplier of goods or services in the
13 county.

14 Any board member who is an employee of the county/city and whose employment predates his/her initial
15 election/appointment to the Board may vote on matters in which he/she has a conflict of interest if the
16 member informs the Board immediately prior to the vote as follows: "Because I am an employee of
17 (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I
18 declare that my argument and my vote answer only to my conscience and to my obligation to my
19 constituents and the citizens the Board represents." The vote of any board member having a conflict of
20 interest who does not inform the Board of such conflict shall be void if challenged during the same board
21 meeting at which the vote was cast and prior to the transaction of any further business by the Board.

22 Any board member who is also an employee of the county/city and whose employment began on or after
23 the date on which he/she was initially elected/appointed to serve on the Board shall not vote on matters
24 in which he has a conflict of interest.

25 If a board member has a conflict of interest in a matter to be voted on by the Board, he/she may abstain
26 for cause by announcing such to the chairman. Any board member who abstains from voting for cause

1 on any issue coming to a vote before the Board shall not be counted for the purpose of determining a
2 majority vote.¹

3 **PENALTY FOR UNLAWFUL INTEREST**

4 If a board member becomes directly or indirectly interested in any such contract, he/she shall forfeit all
5 pay and compensation and shall be dismissed from the Board and be ineligible to serve in the same or
6 similar position for ten (10)years.¹

Legal References:

1. TCA 12-4-101; TCA 12-4-102



Richard VanHuss
Director of Schools

John Hutchins
Assistant Director of Schools- Operations
Dr. Myra Newman
Assistant Director of Schools - Academics

TO: ECS Board of Education
FROM: Richard VanHuss
RE: Notice of Intent to Hire
DATE: July 8, 2021

In accordance with Board Policy 1.108, anytime a person is considered by the director of schools for initial employment in the system and that person is related to a member of the Board, the director of schools, an administrator in the system, a county commissioner/city councilman, or any appointed or elected county/city official, the relationship shall be made known to the Board prior to the employment of such person. Should the Director of Schools recommend a relative for employment in the system, the Board must grant prior authorization.

The purpose of this correspondence is to inform you of my intent to hire Chelsea Isaacs as a Systemwide Social Worker. I hereby certify that this person is duly qualified by training and/or licensure (if applicable) to occupy this position.

Please don't hesitate to contact me should you have any questions or need further clarification.

804 S. Watauga Ave.
Elizabethton, TN 37643
P(423) 547-8000
F(423) 547-8929

Agreement Between
The Elizabethton City School System
And
The Elizabethton Police Department
For
The School Resource Officer Program

This agreement between the Elizabethton City School System (hereinafter referred to as "School Board") and the Elizabethton Police Department (hereinafter referred to as "Chief of Police"):

WITNESSETH:

Whereas, the School Board and the Chief of Police desire to continue providing law enforcement and related services to the public schools of Elizabethton, Tennessee which will endeavor to help maintain a safer school environment; and

Whereas, the School Resource Officer program has met with exceptional success in Elizabethton, other areas of Tennessee, and around the United States; and

Whereas, the School Board and the Chief of Police recognize the benefits of the School Resource Officer Program, in particular to the students and staff of the public school system of Elizabethton, Tennessee; and

Whereas, it is in the best interest of the School Board, Police Department, and the citizens and students of Elizabethton to maintain this program.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the School Board and the Chief of Police hereby agree as follows:

ARTICLE I

The SRO program will continue to operate in the Elizabethton City School System until it is terminated by either party (i.e. School Board or the Chief of Police), according to Article VII.

ARTICLE II

Rights and Duties of the Chief of Police. The Chief of Police shall provide police officers to the School Resource Officer Program (hereinafter referred to as SRO Program and/or SRO's as follows:

A. Number of School Resource Officers (SRO's)

1. The Chief of Police shall assign one regularly employed police officer (SRO) to each of the following schools:

East Side Elementary School
Harold McCormick Elementary School
West Side Elementary School
T. A. Dugger Junior High School
Elizabethton High School

2. The Chief of Police shall assign supervisors as needed to oversee the police officers assigned above and to perform scheduled or unscheduled visits to high schools and will work with the Elizabethton City Schools Administration in coordinating and developing the program.
3. The Chief of Police is responsible to ensure the understanding and compliance of this agreement between the SRO's and their supervisors.

B. Duties and Responsibilities of School Resource Officers.

1. Each SRO shall be assigned to a school on a full-time basis. During those hours that school is in regular session, the SRO may also be assigned additional responsibilities as determined by the Chief of Police in the case of an emergency.
2. The school principal may request the SRO to assist in any additional duties that are mutually agreed upon by the principal and the SRO that do not violate the terms of this Agreement.
3. The SRO operates under the specific supervision of the Chief of Police and in a cooperative manner with the school principal. When a situation arises regarding a matter, which is in the purview of law enforcement, the SRO will fall under the supervision of the Chief of Police and will answer to the Chief of Police's Office chain of command.
4. SRO Instructional Responsibility:
 - a.) The very heart of the SRO program is the SRO instructing students. This builds the initial rapport and credibility with the students and is necessary for a successful program.
 - b.) The SRO shall act as an instructor for specialized, short-term programs, or as a guest speaker when invited to do so by the principal or a member of the faculty. The SRO shall not be asked to act as a substitute teacher.

- c.) The instruction may include, but is not limited to:
 - 1.) Police and their role in society;
 - 2.) Laws;
 - 3.) Juvenile and adult criminal justice system;
 - 4.) Career opportunities in law enforcement;
 - 5.) Drug prevention/education (e.g. DARE or similar programs);
 - 6.) Any other law related class that may be needed,

5. Additional Responsibilities of the SRO:

- a) The SRO shall coordinate all activities with the principal and staff members and will seek permission, advice, and guidance prior to enacting any prop-am within the school.
- b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of various selected laws of the state, the role of police, and community policing.
- c) The SRO shall initiate and moderate individual and group discussion with students, based upon material presented in class to further establish rapport with the students.
- d) When requested and as scheduling allows, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program, as well as assist parents and faculty members in law enforcement related problems involving students.
- e) As scheduling allows, the SRO shall be available for conferences with students, parents, and faculty/staff members in order to assist them with problems of a law enforcement or crime-related nature. Confidential information obtained shall not be disclosed except as provided by the applicable State and/or Federal Law.
- f) The SRO shall become familiar with all community agencies, which offer assistance to children, youths, and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, faculty, and staff the school and/or community. The SRO shall notify the principal of the referrals as soon as practicable.
- g) The SRO shall assist the principal in developing emergency plans and strategies to prevent and/or minimize dangerous situations such as hostage situations, armed person(s) on campus, student disturbances, and natural/man-made disasters. The SRO shall be involved in the design and implementation of active shooter drills/training at all schools in the system.

- h) Should it become necessary to conduct formal interrogations with the students, the SRO shall adhere to the Chief of Police's Office policy as well as the policy of the Elizabethton City School System. Legal requirements regarding all such interrogations shall be followed.
- i) The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who appear at the school and related school functions to the extent the SRO may do so under the authority of the law.
- j) The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
- k) The SRO shall, whenever possible, participate in or attend school functions.
- l) The SRO may be included in circumstances involving runaways, thefts, child abuse or neglect, or any crime. The SRO may be asked to assist other SRO's/police officers in law enforcement activities at different schools or other locations, when directed to do so by the Chief of Police (for example, in an emergency situation).
- m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an instructional nature as required by the principal, school staff, and/or Chief of Police.
- n) The SRO shall NOT act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SRO's are not to be used for regularly assigned lunchroom duties, bus duties, hall monitors, or other monitoring duties.
- o) SRO's shall not be required to perform "game/event security" at their assigned school, but may be asked to coordinate such activities. Each SRO is, however, expected to attend school events whenever possible. In the event that extra security is necessary, other officers (for example: off duty SRO's from other schools; other law enforcement officers) should be contacted for those services. Should a situation arise, a SRO is expected to take whatever action is appropriate and necessary to maintain public safety.

C. Transporting Students and School Officials:

1. It is fully acceptable for school officials to be transported in a City of Elizabethton's police vehicle when conducting official school functions. It is further understood, that school officials are covered under the Elizabethton City School System's liability insurance when being transported by an officer of the Elizabethton Police Department.
2. It is agreed that school resource officers shall not transport students in their vehicles except when one of the following situations exist:
 - a) When the students are victims of a crime, under arrest, some other emergency circumstances exist or the student needs to be escorted back to campus pursuant to Section D of this agreement; or
 - b) When students are suspended and sent home from school pursuant to school disciplinary actions and the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of the other students and school personnel, as determined by the school resource officer or his/her supervisor.
3. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the officer in the vehicle.
4. If a student is transported to any other location other than the school campus, the student's parent, guardian or custodian must be at the destination to which the student is being transported.
5. School Resource Officers shall not transport students in their personal vehicles.
6. School Resource Officers shall notify the school principal before removing a student from campus.

D. Student Truancy and Unapproved Departure from Campus:

1. School Resource Officers may not take a juvenile into custody simply because he/she is truant.
2. Officers and school personnel have an obligation to safeguard students from harm. Therefore, in the event a student departs from campus without the appropriate approval, the principal shall be notified. If either the school resource officer or school personnel determines that the student is in or potentially in a harmful situation, the school resource officer along with the principal or his/her designated

school employee may take the necessary steps to escort the student back to campus. The school resource officer shall complete a detailed police incident report documenting any action taken and shall ensure that the student's parents, guardians, or custodian is contacted within a reasonable time period.

E. Rights and Duties of the School Board:

1. The School Board shall make every effort to provide to the full-time SRO of each school the following materials and facilities which are necessary to the performance of the SRO's duties:
 - a) Access to an air-conditioned, heated, and properly lighted private office. This office should contain a telephone that may be used for general business purposes.
 - b) A location for files and records, which can be properly locked and secured.
 - c) A desk with drawers, a chair, a worktable (if available), a filing cabinet, and office supplies as needed.
 - d) Access to a typewriter and/or secretarial assistance. Access to a computer with Internet hook-up.
2. The School Board is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

ARTICLE 111

Financing of the School Resource Officer Program:

- A. SRO's are employees of the Elizabethton Police Department. The funding for the SRO Program will come from multiple sources. The Elizabethton High School SRO position shall be paid by the City of Elizabethton. Elizabethton City Schools will reimburse the City of Elizabethton the funds required for the T. A. Dugger Junior High School SRO position. This funding will come jointly from the school system's general purpose account, along with some funding generated from the Safe Schools Act of 1998 Grant obtained by the school system. The SRO's at East Side, Harold McCormick, and West Side Elementary Schools will be paid for by a combination of the state-funded SRO grant, the Safe Schools Act of 1998 Grant, and funds from the City of Elizabethton.

ARTICLE IV

Employment status of School Resource Officers:

- A. School Resource Officers shall be employees of the Elizabethton Chief of Police's Office and shall not be employees of the Elizabethton School System. The School Board and the

Chief of Police acknowledge that the SRO's shall remain responsive to the chain of command of the Elizabethton Chief of Police's Office.

ARTICLE V

Appointment of School Resource Officers:

- A. The Chief of Police or his designee shall identify individuals who are qualified and have expressed a desire to become an SRO. The Chief of Police or his designee shall be responsible for the selection of SRO's. The SRO selection process shall include the following:
 - 1. Job knowledge, experience, training, education, appearance, and communication skills shall be considered when selecting SRO's.
 - 2. Each SRO applicant must also meet the requirements for certification as a law enforcement officer as stated in the Tennessee Code Annotated.
 - 3. Each SRO shall attend an orientation on policies and procedures of the Elizabethton School System. The date of the orientation will be scheduled so that all SRO's can attend. This orientation shall be performed by the principal at each school site.

ARTICLE VI

Dismissal, replacement, or reassignment of School Resource Officers:

- A. In the event the principal of the school or someone in the capacity of supervisor to which an SRO is assigned is of the opinion that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO supervisor and he/she shall try to resolve the problem. If the SRO supervisor cannot get the problem resolved, the principal shall then recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Chief of Police do not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained pursuant to Article V above.
- B. The Chief of Police may dismiss or reassign a SRO based upon violations of Office rules and Regulations, violations of law, or when it is in the best interest of the Chief of Police and/or the citizens of Elizabethton.

- C. In the event of a resignation, dismissal, or reassignment of a SRO, the Chief of Police shall provide a replacement for the SRO as soon as practicable. As soon as possible, the SRO interview process shall begin and a recommendation made for a permanent replacement of the SRO position.
- D. SRO's requesting a transfer to a new school should submit a request in writing at the end of the school year. Transfers shall be subject to approval of the Director of Schools and the Chief of Police (or their designees).

ARTICLE VII

Termination of Agreement:

- A. This agreement shall become effective upon execution. This agreement is binding on each party's successors and assigns. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement. Either party upon ninety (90) days written notice may terminate this agreement without cause. Termination of this agreement may be accomplished as provided herein. Any equipment obtained for use by the Elizabethton School Resource Officer Program, whether through grants, gifts, or regular operating budget, shall revert to the party that obtained the property. Disposal of such property shall follow the guidelines for disposal as provided in any related grant manual or under Tennessee Law. If the Elizabethton' Chief of Police's Office should request to retain any equipment for use by their department, fair compensation will be made to the party(s) that obtained the property.

ARTICLE VIII

Notices:

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

Elizabethton City Director of Schools
804 South Watauga Avenue
Elizabethton, TN 37643

Elizabethton Chief of Police
525 East F Street
Elizabethton, TN 37643

ARTICLE IX

Good Faith:

- A. The School Board, the Chief of Police, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is

paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Chief of Police or their designees.

ARTICLE X

Modification:

- A. This document constitutes the full understanding of the parties and no terms, conditions, understanding, or agreements purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by all parties.

ARTICLE XI

Non-assignment:

- A. This agreement, and each and every covenant herein, shall be capable of assignment, unless the express written consent of the School Board and the Chief of Police is obtained.

ARTICLE XII

Merger:

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

IN WITNESS WHEREOF, we have affixed our signatures to this agreement, in Elizabethton, Tennessee, this ____ day of, _____ 2021

Chairperson, Board of Education

Chief of Police

Director of Schools

Mayor, City of Elizabethton

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HUMAN SERVICES
AND
ELIZABETHTON CITY SCHOOL DISTRICT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Resources, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Elizabethton City School District, hereinafter referred to as the "Grantee," is for the provision of Pre-Employment Transition Services School to Work program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2068

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions:
- a. "Community Tennessee Rehabilitation Center" ("CTRC") means one of a network of Vocational Rehabilitation Services Program facilities that provide rehabilitation services for individuals and employers in their surrounding areas.
 - b. "Counseling on Post-Secondary Education" means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways.
 - c. "Fair Labor Standards Act" is a United States labor law codified at 29 U.S.C.A. § 201 et seq. which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.
 - d. "Instruction in Self-advocacy" means instruction to further an individual's ability to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires.
 - e. "Instructional Unit" means a unit of measure consisting of fifteen (15) consecutive minutes of instruction in pre-employment transition services to a Student with a Disability. A minimum of two (2) instructional units must be completed per session.
 - f. "Job Exploration Counseling" means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making.
 - g. "Pre-employment Transition Services" ("Pre-ETS") means pre-employment transition services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.
 - h. "Pre-ETS Specialist" means a professional, employed by the Tennessee Vocational Rehabilitation Services program, who collects eligibility documentation, manages Pre-ETS case files, and provides technical assistance.
 - i. "Pre-ETS Contractor" means a/an individual, for-profit corporation, non-profit corporation, special purpose corporation or association, partnership, joint venture, or limited liability company contracted with the State to provide pre-employment

transition services in Tennessee.

- j. "Student with a Disability" means an individual with a disability in a secondary, postsecondary, or other recognized education program who meets the requirements of 34 CFR § 361.5(c)(51).
- k. "Work-based Learning Services" ("WBL") means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Work-based Learning Services consists of work-based learning activities and work-based learning capstone experience.
- l. "Workplace Readiness Training" means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations.
- m. "Workforce Innovation and Opportunity Act" ("WIOA") means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.
- n. "Vocational Rehabilitation Services Program" ("VR") means a program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement.

A.3. The Grantee shall offer the following five (5) Pre-employment Transition Service activities for Students with Disabilities in accordance with the Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA), Section 422, and Code of Federal Regulations, Title 34, Part 361, as amended:

- a. Job Exploration Counseling;
- b. Work-based Learning Services;
- c. Workplace readiness training to develop social skills and independent living;
- d. Instruction in Self-advocacy; and
- e. Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs.

The Grantee agrees to collaborate with the State and CTC network to provide Pre-ETS to students with disabilities. The State shall assign a Pre-ETS Specialist to coordinate efforts between the Grantee and the State. Prior to expanding services through a Pre-ETS Contractor, the Grantee shall submit a written request to the State. Such request shall detail the name of the Pre-ETS Contractor, approximate number of eligible students to receive services from the Pre-ETS Contractor, timeline for entry into the school(s) and the names of the schools in which the Pre-ETS Contractor will provide services. The Grantee agrees to coordinate any expansion effort with the State and will comply with all requests and directives by the State. In the event the Grantee needs assistance, the State will assist in coordinating efforts to find a Pre-ETS Contractor that meets the Grantee's needs and requirements. The State shall not be responsible for Pre-ETS Contractor admittance into school(s).

A.4. Work-based Learning Activities. Work-based learning activities consists of the following:

- a. Job Shadowing: on-the-job learning, career development, and leadership development intervention. Job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him

or her to learn new aspects related to the job, organization, certain behaviors or competencies.

- b. Workplace Tours: A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions and observe work in progress.
- c. Informational Interviews: An informational interview is an informal conversation with someone working in a career area/job that interests you, who will give you information and advice. It is an effective research tool in addition to reading books, exploring the Internet and examining job descriptions. It is not a job interview, and the objective is not to find job openings.

Work-based learning activities must be in an integrated setting in the community or school site chosen as a result of an expressed interest or interest inventory assessment of other identifiable measures.

- A.5. Work-based Learning Capstone Experience. A work-based learning capstone is a unique work experience in an integrated setting that is offered by an organization to a Student with a Disability, where the work experience, may be paid or unpaid. The Grantee affirms that any paid capstone experience shall comply with the Fair Labor Standards Act and any other applicable state and federal labor law(s). For unpaid capstone experiences at for-profit private sector employers, the Grantee will document that the following six criteria is met:

- a. The capstone experience, even though it may include actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
- b. The capstone experience is for the benefit of the Student with a Disability;
- c. The Student with a Disability does not displace regular employees, but works under close supervision of existing staff;
- d. The employer that provides the training derives no immediate advantage from the activities of the Student with a Disability; and on occasion its operations may actually be impeded;
- e. The Student with a Disability is not necessarily entitled to a job at the conclusion of the capstone experience;
- f. The employer and the Student with a Disability understand that the Student with a Disability is not entitled to wages for the time spent in the capstone experience.

The job site where the work-based learning capstone experience takes place must be in an integrated setting in the community chosen as a result of a documented expressed interest or interest inventory assessment of other identifiable measures. The Grantee shall obtain signed and dated documentation from the job site's principal owner verifying the learning capstone experience. Job site documentation must include the name, address, and contact information of authorizing personnel associated with the job site.

Prior to beginning work-based learning capstone experiences, the Grantee must document the WBL agreement through the State provided template and obtain written approval by the State for each work-based learning capstone experience. These WBL agreements must be kept on file and may be requested at any time by the State for review.

- A.6. The Grantee shall employ Zero (0) Transition Case Manager(s), One (1) Transition Coach(es), and Zero (0) Workplace Readiness Specialist(s) staff to provide Pre-ETS, as outlined in Section A.3. above, and develop corresponding job specifications for each position funded by this Grant Contract. The State shall provide sample job specifications to the Grantee upon request.
- A.7. The Grantee agrees to provide accessible office facilities for staff, applicants and eligible students and will make reasonable efforts to accommodate individuals with disabilities, in compliance with state and federal law, including, but not limited to, the Americans with

Disabilities Act.

A.8. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs and shall not replace the performance of any school personnel's regular duties. The Grantee agrees to provide all technical and administrative services as needed for Grant Contract completion. The Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Grant Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- a. Prior to beginning Pre-ETS, the Grantee shall obtain written permission from the parent or legal guardian of any Student with a Disability that is under eighteen (18) years of age and shall provide permission documents and proof of eligibility to receive Pre-ETS to the State.
- b. The Grantee agrees to comply with 2 CFR § 200.430 Compensation - personal services and 2 CFR § 200.431 Compensation - fringe benefits, when calculating the salaries and benefits of personnel under this Grant Contract and monitoring time and labor.
- c. The Grantee shall keep and maintain an accurate account of personnel time and submit monthly timesheets of staff positions funded by this Grant Contract to the State. Timesheets must be completed and signed by each person providing direct services under the Grant Contract. Staff positions funded by this Grant Contract shall adhere to the Grantee's established employee leave policies. The Grantee shall establish and maintain internal control policies that describe the separation of duties and monitoring and oversight of timesheet completion. The Grantee shall verify that timesheets have been reviewed prior to submission and comply with its written timesheet policy.
- d. The Grantee shall submit invoices, supporting documentation, and detailed service reports monthly in a file format approved by the State (Excel, Word, Adobe PDF, etc.). Service reports shall include demographic information about the individuals served and the services provided. The monthly service reports shall include, at a minimum, the following:
 - (1) Name of the client/Student with a Disability;
 - (2) Specific services and/or activities provided to each Student with a Disability;
 - (3) Number of instructional units and/or activities provided;
 - (4) Name and location of school where each Student with a Disability is registered, and
 - (5) Name of each grant-funded staff member who provided direct Pre-ETS services to the Students with a Disability listed on the report

The Grantee shall also provide any other reports related to the Grant Contract that may be requested by the State.

- e. The Grantee shall refer any regular education or special education Student with a Disability who needs more intensive or individualized services to the State. These referrals shall include those students with Individualized Education Programs (IEP), 504 plans, and serious health conditions, in accordance with the appropriate parental/guardian or age-appropriate student's consent. A referral shall be considered an applicant who has completed and signed an application form controlled by the State's Vocational Rehabilitation Services Program or has otherwise requested services. The Grantee shall provide Students with a Disability information about VR throughout the provision of Pre-ETS services. Students who need VR services may be referred to VR at the beginning of the individual's junior year in high school.

- f. For VR applicants and Pre-ETS students, the Grantee shall give VR staff access to school records and assessment reports, in accordance with the Family, Educational Rights and Privacy Act (FERPA) and with parental/guardian or age-appropriate student's consent, as required to meet federal and other documentation and reporting requirements.
- A.9. The Grantee shall actively engage in assuring that all eligible and interested students have the access, resources and information needed to participate in Pre-ETS activities, including but not limited to the following:
- a. When appropriate, serve as a Pre-ETS subject matter expert at individualized education program meetings for students with disabilities;
 - b. Serve as a resource to local workforce development boards, one-stop centers, and employers to actively participate in the development of work opportunities for individual students with disabilities. Those opportunities may include internships, apprenticeships, summer employment and other employment opportunities available throughout the school year; or
 - c. When appropriate, serve as a Pre-ETS subject matter expert at person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)
- A.10. The Grantee shall perform this Grant Contract consistent with VR's current approved DRS State Plan as required by Rehabilitation Act of 1973 and 34 CFR § 361.28(a)(4), as amended. The State will monitor the performance of the Grantee throughout the duration of the Grant Contract. The Grantee shall provide services under the Grant Contract at an acceptable level of quality as determined by State and in a manner consistent with contemporary standards, customs, and practices. In the event of a performance deficiency, the State may direct the Grantee in writing to provide a corrective action plan. If directed by the State, the Grantee shall prepare and submit to the State a written corrective action plan no later than thirty (30) calendar days after the date of the State's notice of deficiency. Upon the State's approval of the corrective action plan, the Grantee shall carry out the measures described in the corrective action plan no later than thirty (30) calendar days after the State's approval of the corrective action plan.
- A.11. Neither the State nor the Grantee shall enter into an arrangement with an entity holding a special wage certificate under Section 14(c) of the Fair Labor Standards Act for the purpose of operating a program under which a student with a disability is engaged in work at a subminimum wage. Both parties shall adhere to the documentation requirements under Section 511 of the WIOA for students with disabilities seeking subminimum wage employment.
- A.12. At no additional cost to the State, throughout the Term the Grantee shall comply with 2019 Tennessee Laws Pub. Ch. 71, any rules the State may promulgate pursuant to the same, and any written directive the State issues to the Grantee pertaining to background checks.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Forty Two Thousand Six Hundred Thirty Dollars and No Cents (\$42,630.00) ("Maximum

Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Human Services
James K. Polk Building, 15th Floor
505 Deaderick Street
Nashville TN, 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Human Services, Division of Rehabilitation
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period—it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee 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 Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, 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 this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee 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.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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 as set out below:

The State:

Gina Burnett, Program Coordinator
 505 Deaderick Street
 Nashville, TN 37243
Gina.Burnett@tn.gov
 Telephone # 615-335-0904

The Grantee:

Josh Boatman, Asst. Director of Schools
 Elizabethton City School District
 804 South Watauga Avenue
 Elizabethton, TN 37643
josh.boatman@ecschoos.net
 Telephone # 423-547-8000, ext. 8203

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant 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 Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) 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 Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee 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 this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee 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 the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D. 12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D. 13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D. 14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D. 15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D. 16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D. 17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D. 18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D. 19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D. 20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, 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 Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- 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 Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant 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 Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee 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 Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee 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 Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant 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 Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. 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 Grant Contract. The Grantee 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.34. Debarment and Suspension. The Grantee 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 Grant 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. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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 or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. 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 Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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. Grantee 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 Grant Contract.

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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee 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 Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee 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 Grantee 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 Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant 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 Grantee shall be reported to the State within twenty-four (24) hours.

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, “Grant Contract.”
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Grant 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”). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee 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 Grantee and in accordance with this Grant 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee 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 Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State’s direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee (“Unauthorized Disclosure”) that come to the Grantee’s attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, 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 Grantee 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 Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee'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 sub awards); 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 sub awards); 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 § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.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 Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 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 Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E. 7. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E. 8. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

IN WITNESS WHEREOF,

ELIZABETHTON CITY SCHOOL DISTRICT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HUMAN SERVICES:

CLARENCE H. CARTER, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
AGENCY NAME: Elizabethton City Schools				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: October 1, 2021		END: September 30, 2022		
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$42,630.00	\$0.00	\$42,630.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$42,630.00	\$0.00	\$42,630.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

SALARIES	AMOUNT
Transition Coach	\$29,288.44
TOTAL	<u>\$29,288.44</u>

BENEFITS & TAXES	AMOUNT
Social Security, Retirement, Insurance	\$13,341.56
TOTAL	<u>\$13,341.56</u>

ATTACHMENT B

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 2068

Is Elizabethton City School District a parent?

Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Elizabethton City School District a child?

Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Elizabethton City School District
Subrecipient's DUNS number	100072768
Federal Award Identification Number (FAIN)	H126A220063
Federal award date	10-1-21 to 9-30-22
CFDA number and name	84.126 Rehabilitation Services Vocational Rehabilitation Grants to States
Grant contract's begin date	10/01/2021
Grant contract's end date	09/30/2022
Amount of federal funds obligated by this grant contract	\$42,630.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	55,000,000
Name of federal awarding agency	US Department of Education
Name and contact information for the federal awarding official	Education Program Contact: Suzanne Mitchell (202) 245-7454 Suzanne.Mitchell@ed.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

5 and 16	We will provide travel and accommodations to several nationally recognized educational conferences to improve capacity and allow them to present and share work.	4 teachers at \$3,000 each	Professional Learning	\$12,000.00		\$12,000.00		\$24,000.00	
5 and 16	The school will provide PD materials (books, journals, magazines, etc.) at regular intervals to support faculty and develop capacity for school transformation.	70 staff books at \$30 each 2 times throughout year with supporting materials	Professional Learning	\$2,100.00		\$2,100.00		\$4,200.00	
6, 7, 8, 9, 10, 11, 12, 13, 16, and 17	The school will provide student learning opportunities to broaden student vision of success, explore jobs, and build K-16 pathways.	2 visits for freshmen and 4 visits for seniors each semester at \$500 each trip and additional learning opportunities that solidify these pathways.	Instructional Materials & Tools	\$5,000.00		\$5,000.00		\$10,000.00	
4, 5, and 16	The school will bring in content area experts and or provide milestone-aligned PD to help develop our faculty's capacity for community-engaged PBL and competency based learning.	2 trainings (1 each semester) at \$8,000 each	Consultants	\$6,000.00		\$6,000.00		\$12,000.00	
4, and 6	Departmental workshops for curriculum alignment to AMBs	Time, training, materials, and outside consultants to help teachers at the department level align their curriculum to learner centered practices. 20 teachers at \$500	Professional Learning	\$10,000.00				\$10,000.00	
4 and 5	Expansion of the teacher mentor program to a multi-year tiered system of continually development, feedback, and improvement.	5 teachers at \$500 for PD, resources, etc.	Professional Learning	\$2,500.00				\$2,500.00	
3, 4, 5, and 6	Creation of an Extended Transcript Team	10 members at \$500 each for teachers and counselors to create and implement our extended transcripts by creating AMBs, working with college partners, creating evaluation rubrics, realignment of curriculum, etc.	Professional Learning			\$5,000.00		\$5,000.00	
5, 6, 15, and 16	Department Leadership teams	Six teachers at \$500 each for extended work in taking extra roles in leadership to help extend mission and culture of high expectations and learning.	Professional Learning	\$5,500.00				\$5,500.00	
3, 4, 5, 6, and 18	Mission and culture team	each will be created to implement a plan to extend mission and culture throughout school including professional development, core action focus intervention, etc	Professional Learning			\$5,000.00		\$5,000.00	
8, 11, and 12	Grade level advisement	1 full time interventionist to work with at risk students in each grade level.	Professional Learning	\$20,000.00		\$20,000.00		\$40,000.00	

3 and 15	The school will provide collaborative classroom furniture to support the further implementation of student collaboration, PBL, and other learner-centered approaches.	Flex seating for desks/chairs/tables	Instructional Materials & Tools	\$22,500.00				\$22,500.00	
4, 6, 7, and 12	Mentor program will identify and incorporate more than 10 successful individuals in college and career fields to mentor our students.	\$2,500 for each semester = \$5,000	Instructional Materials & Tools	\$2,500.00		\$2,500.00		\$5,000.00	
2, 3, 5, 6, and 16	Leadership Coaching: Jeff McClellan	\$5,000 for year-long leadership coaching with unlimited access through email, text, video calls, and phone, plus 1180.00 travel estimated travel expenses	Consultants	\$6,180.00				\$6,180.00	
3, 6, 7, and 11	Creation of student audio-visual leadership program to help students develop technology capacities and build K-16 pathways while integrating community into the school through technology, streaming, communication, etc.	\$2,500 for each semester for adult experts to work with students to develop this program plus expenses	Instructional Materials & Tools	\$3,000.00		\$3,000.00		\$6,000.00	
7, and 11	Early Post Secondary Opportunity assistance	Monetary supplementation offered for at least 50 students struggling financially to take advantage of EPSO provided through state and local opportunities	Instructional Materials & Tools	\$20,000.00				\$20,000.00	
								\$0.00	
								\$0.00	
				\$280,095.50	\$0.00	\$218,415.50	\$0.00	\$498,511.00	\$0.00
Budget Categories									
Personnel	School employees, taxes, and benefits								
Consultants	External support such as technical								
Professional	Event fees, travel, food and beverage to								
Instructional Materials &	Curriculum, instruction and assessment costs, technology (such as software and								
Facilities	Occupancy and leasehold improvements								

Legal & Finance	Legal fees and fees for fiscal sponsorship								
Other	Any expenses that fall outside of the above categories								



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be 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 U.S.C. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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 neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 U.S.C. § 1352. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI
DocuSigned by:
By: Guy Patkze
E297FD57BA1145A...
Guy Patkze
Title: Assistant Secretary
Date: 2/18/2020 | 7:11 AM PST

Approved:

DocuSigned by:
By:  _____
7E42B8F817A64CC...
Chad Coquette

Title: Executive Director/CEO
Date: 2/17/2020 | 6:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Krueger International, Inc.
Does your company conduct business under any other name? If yes, please state: KI
Address: PO Box 8100
Green Bay, WI 54308-8100
Contact: Lee Amundson
Email: lee.amundson@ki.com
Phone: 800-454-9796
Fax: 920-468-2781
HST#: 39-1375589

Submission Details

Created On: Monday November 11, 2019 10:11:49
Submitted On: Wednesday December 18, 2019 14:55:34
Submitted By: Lee Amundson
Email: lee.amundson@ki.com
Transaction #: 65568d9f-fb8c-441f-b9ab-7550f60a8d82
Submitter's IP Address: 208.50.15.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100
3	Proposer website address:	ki.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patzke Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508 M: 920.327.0195 F: 920.468.2729 E: mark.waldecker@ki.com ki.com ANDY VANSTRATEN Contract Manager P: 920.468.2394 E: andy.van.straten@ki.com ki.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Who We Are OUR FOUNDATION The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.</p> <p>Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.</p> <p>This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.</p> <p>What Makes Us Different We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.</p> <p>EASY TO DO BUSINESS Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.</p> <p>CORE MARKET FOCUS We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:</p> <ul style="list-style-type: none"> • Higher Education <ul style="list-style-type: none"> • K-12 Education • Workplace <ul style="list-style-type: none"> • Healthcare • Federal & State Government <p>MARKET OF ONE® PHILOSOPHY We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.</p> <p>FULFILLMENT FREEDOM We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.</p> <p>EMPLOYEE OWNERSHIP KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.</p> <p>DELIVERY AND INSTALLATION SERVICES Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.</p> <p>Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and repair work as well as warehousing are also available.</p>
---	---	--

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Furnishing Knowledge Through Design Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users.</p> <p>Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function.</p> <p>Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium.</p> <p>Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces.</p> <p>Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move.</p> <p>Training Rooms – Transforming Training Environments, Impactful Solutions.</p> <p>Conference Rooms – Masterful Meetings, Bringing Ideas to the Table.</p> <p>Storage Solutions – Intelligent, Innovative, Integrated.</p> <p>Contract furniture solutions for any environment: KI's product portfolio includes the following: architectural walls, desking systems, benching systems, Casegoods, classroom desks, teacher desks, tables, classroom tables, conference tables, cafeteria tables, training tables, occasional tables, seating, task chairs, bariatric chairs, patient chairs, medical recliners, medical gliders, sleepers, side seating, guest chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, lobby benches, multiple seating, school library furniture, task lighting, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, Library Furniture, filing cabinets, lateral files, panel systems and more.</p> <p>Divisions Our decades in the furniture business have helped us identify areas where we could better serve our customers. That has led to the development or purchase of subsidiaries that round out our business and provide you with turnkey solutions.</p> <p>SPACESAVER CORPORATION Subsidiary Fort Atkinson, WI Manufacturer and service provider for high-density and mobile storage systems spacesaver.com Employees: 461 SpaceSaver - Started with high-density mobile shelving almost 50 years ago, and over the years we've developed a variety of other innovative storage products that help our clients better manage their time, space, and security. We design and manufacture all our products in-house with our on-site engineering and manufacturing teams, and we take the time to listen to your challenges. In short, we make products that help you do your job better.</p> <p>PALLAS TEXTILES Green Bay, WI Manufacturer of high-performance upholsteries, panel fabrics and cubicles pallastextiles.com Employees: 17 Pallas Textiles fuses the art of weaving with today's modern techniques and fibers into sophisticated, stylish and timeless upholsteries, panel fabrics and privacy curtains that continually evolve in color, pattern and texture.</p>
---	---	--

9	What are your company's expectations in the event of an award?	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.</p>	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.	*
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.	*
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.	*
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop.</p> <p>At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.</p> <ul style="list-style-type: none"> • Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus. • Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required. <p>This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.	*

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> Seating <ul style="list-style-type: none"> - Stack and Guest Seating - Task Seating - Lobby & Lounge Seating - Folding Chairs and Stools - Multiple Seating Storage <ul style="list-style-type: none"> - Files and Storage - High-density and mobile storage systems Technology Support furniture <ul style="list-style-type: none"> - Desking - Powered Tables - Tables - Accessories Systems/Modular Furniture <ul style="list-style-type: none"> - Desking - Casegoods - Panels - Accessories Library Furniture <ul style="list-style-type: none"> - Tables and Chairs - Lobby & Lounge Cafeteria Furniture <ul style="list-style-type: none"> - Tables - Folding Tables - Seating and Chairs Early Childhood Furniture <ul style="list-style-type: none"> - Tables - Seating and chairs - Storage Audio Visual Furniture <ul style="list-style-type: none"> - Tables - Accessories Training Furniture <ul style="list-style-type: none"> - Tables - Desks - Seating and Chairs - Stools Educational Office Furniture <ul style="list-style-type: none"> - Tables - Desking - Accessories - Seating and Chairs Auditorium/Fixed Seating & Tables Demountable Walls Residence Hall Healthcare <ul style="list-style-type: none"> - Sleepers - Chairs - Recliners - Casegoods Freestanding Classroom and School Furniture <ul style="list-style-type: none"> - Tables - Desking - Seating and Chairs - Storage - Accessories Upholstery
----	---	---

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Design</p> <p>2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper Bench</p> <p>2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection</p> <p>2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection</p> <p>2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern</p> <p>2018 Best of NeoCon® Gold – Tattoo Collection</p> <p>2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair</p> <p>2017 Best of NeoCon® Gold – Ruckus Collection</p> <p>2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen</p> <p>2017 Best of NeoCon® Gold – Pallas Loft Collection</p> <p>2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection</p> <p>2016 Nightingale Award, Gold – Fabrics & Textiles Category – Pallas Gaia Collection</p> <p>2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection</p> <p>2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection</p> <p>2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection</p> <p>2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection *</p> <p>2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall</p> <p>2016 Best of NeoCon® Gold – MyPlace Lounge Collection</p> <p>2015 Best of NeoCon® Gold - Evoke Architectural Walls</p> <p>2015 Best of NeoCon® Silver - Soltice Metal Collection</p> <p>2015 Best of NeoCon® Innovation Award - Sway Lounge Collection</p> <p>2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles</p> <p>Business and Industry</p> <p>2018 – Weyenberg Prize for Business Excellence 2018</p> <p>KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.</p> <p>Sustainability</p> <p>2010-2019 Green Masters Award – Wisconsin Sustainable Business Council</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs). *</p>
20	What percentage of your sales are to the education sector in the past three years	<p>KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experiences growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets. *</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcwell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcwell is the most requested and utilized contract in KI's portfolio. *</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million. *</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724	*
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340	*
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357	*
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$5M to \$12M	*
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately \$250K to \$1M/project	Approximately \$1M to \$8M	*
K-12 Public	Education	New York - NY	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$500K to \$5M	*
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$1M to \$8M	*
Local Government	Government	Florida - FL	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$250K to \$3M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>KI Locations or Sales Specialist Near You In addition to corporate headquarters, showrooms, district offices and manufacturing facilities in the U.S., KI maintains an international sales and support presence throughout the Americas, Europe, Middle East and Asia. Because we're worldwide, we're more accessible to further ensure a rewarding collaboration to better understand your overall project objectives. KI has broken out the numbers below. National Support and Service: - 22 Showrooms – eight of which are international - 3 Divisions - 8 Manufacturing Locations – three of which are international</p> <p>Field Sales Force: - 74 Direct Sales Representatives - 87 Independent Sales Representatives - 13 Canadian Sales Representatives</p> <p>Corporate Support and Service: - 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database. - 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. - 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. - Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise. - Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.</p>
26	Dealer network or other distribution methods.	<p>Dealer Network KI has 340 approved dealers and 58 approved dealer representatives dedicated to the Sourcewell contract and are located throughout the United States. They have the full support of each of the District Leaders at each of the 26 locations. Please find the attached Dealer/DR listing for your review.</p> <p>Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors</p>
27	Service force.	<p>Division of KI – Corporate Services 52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products</p> <ul style="list-style-type: none"> - 9 Staff - Regional Managers - 31 Staff – Installation Supervisors - 9 Staff - Installation and Account Coordinators - 3 Staff - Project Managers - 153 – Certified Installers throughout the country

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Management We are transparent when it comes to your project, because we know your credibility is on the line, which means our integrity is, too. That's why we provide you with a dedicated account support team to assist with your needs, earn your trust and develop enduring relationships that go much deeper than a business transaction.</p> <p>While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.</p> <p>CENTRALIZED PROJECT MANAGEMENT KI's centralized approach to project management, offers clients a variety of critical benefits, including:</p> <ul style="list-style-type: none"> • Intimate project knowledge and local representation • Access to an experienced corporate team of project managers • Access to a dedicated client support team, along with a single point of contact • Complementary CAD and other support services (including revisions) • Continuity and consistency in project management practices • Centralized data management <p>LOCAL SUPPORT Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.</p> <p>KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.</p> <p>Please find the complete Customer Service Program attached for your review.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.</p> <p>KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.</p> <p>For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Tradeshows KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.</p> <p>Education Education is ensuring the depth of knowledge and working instruments are available to assist our KI sales representatives with all the accouterments, assets, advantages, knowledge, and experience of the Sourcewell Contract. To further assist our mutual customer, the public agency customers, by promoting technologically advanced furniture solutions, reducing the cost of purchased goods, improve their administrative effectiveness, directly support their efforts and to respect the Citizens (tax payers) confidence in them and their purchasing process.</p> <p>Familiarity is through repetition of the initial training process at the Corporate Headquarters and remedial training in the field by the assigned Sourcewell/KI National Sales Manager.</p> <p>The comfort level is achieved thru extensive interface between Sourcewell and KI National Sales Manager with our KI K-12 specific sales representative in each of our districts sales location.</p> <p>Market Transition The KI team will continue to offer and make the Sourcewell contract available to all current and future Sourcewell memberships. If KI again becomes a successful awardee of this contract, all KI sales reps will continue to be versed in any updated Sourcewell lexicon to insure that all participating members are completely aware of KI as a Sourcewell Awarded Contract holder.</p> <p>Because of our past award and continued education of all distribution partners, the transition to a new contract will flow seamlessly. The new contract will receive an internal code designation with its own unique national account number. This number will be utilized to accurately enable proper ordering from all internal and external staff. Additionally, KI uses proprietary specification software, which is loaded with the Sourcewell contract to assure all members of accurate pricing. Our Order Management System ensures that terms and conditions are met whether ordering directly from KI or from a distribution partner.</p> <p>Existing Customers All existing KI contract holders will be informed of the ongoing affiliation with Sourcewell. Ultimately the transition to the Sourcewell/KI contract is the responsibility of the individual public or private entities. However, KI will present the benefits of the entire Sourcewell portfolio of contracts, rather than just the KI furniture contract. The strength of all Sourcewell contracts outweighs and enhances the individually held KI contracts.</p> <p>Please find the attachment samples of your marketing materials for your review.</p>
----	---	--

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you...to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired!</p> <p>SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it – PINTEREST.</p> <p>In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.</p> <p>ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com.</p> <p>Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog</p> <p>THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment.</p> <p>The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design</p> <p>KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of information from the KI Blog, which features quick insights on market trends, product launches, industry news, events and much more. Simply go to blog.ki.com to subscribe for monthly updates on our most recent posts from KI's thought leaders.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshow, web site, social media, publications, and by providing online tools to the Supplier's sales force.</p> <p>Training Anticipate that Sourcewell would be dedicated to the training and education of KI's sales force. Conducting face to face training or conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentation, documents, and information to assist KI's field sales force in effectively promoting their Sourcewell contract.</p> <p>Knowledge Management Support Anticipate Sourcewell would provide resources and tools that enable KI to leverage the program's knowledge and data. KI's sales force will be provided access to a private login site that contains marketing, training, and targeting data.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.	*
37	Describe any technological advances that your proposed products or services offer.	<p>Innovation</p> <p>KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers.</p> <p>Innovation is Part of Our DNA Innovation: Large Space Installation KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives.</p> <p>Innovation: Implement IPD Process and Save Time KI continues to evolve the innovation process by utilizing Integrated Project Delivery (IPD) to involve our partners on every single project. IPD integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste and maximize efficiency through all phases of design, fabrication and construction.</p> <p>The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.</p> <p>Outreach efforts to obtain sources:</p> <ul style="list-style-type: none"> • Contracting minority and small business trade associations • Contracting business development organizations • Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. • Attending small, minority and women-owned small business procurement conferences and trade fair. <p>Internal efforts to guide and encourage purchasing personnel:</p> <ul style="list-style-type: none"> • Presenting workshops, seminars and training programs • Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts. • Monitoring activities to evaluate compliance with the subcontracting plan <p>KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.</p> <p>Please find "KI's Minority Plan for 2019" attached for your review.</p> <p>You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>KI has numerous unique qualities.</p> <ul style="list-style-type: none"> • The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members. • If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help. • The Education and Government customers are KI's "Core Markets". The Sourcewell members aren't an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity. • KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it. • KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes. • KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources. 	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI's current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.</p> <p>Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>KI is the manufacturer and will cover all products that are part of our proposal.</p>
48	What are your proposed exchange and return programs and policies?	<p>KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.</p> <p>Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.</p> <p>If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.</p>
49	Describe any service contract options for the items included in your proposal.	<p>KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.</p> <p>KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.	<p>KI uses the tools of Salesforce.com to store Sourcwell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcwell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote.</p> <p>Each Sourcwell Purchasing option and tier has a unique contract number in Sourcwell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network.</p> <p>A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation.</p> <p>KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount.</p> <p>The unique Sourcwell contract numbers that were applied to the various Sourcwell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcwell contract numbers. KI's system has programing written to scan for the use of the Sourcwell contract and accrue the administration fee for future reporting and payment.</p> <p>On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcwell contracts and input the data into the Sourcwell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcwell.</p> <p>Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcwell Member if using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>KI will be providing a percentage discount off KI's published product price lists.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at ki.com/planning/pricelists.aspx to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.</p> <p>Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Using the total list price of a project, the tiered discount can then be determined.</p> <p>Please see the product discount spreadsheet under the Pricing Offered section of the RFP.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers.</p> <p>Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Auditorium /Fixed Seating & Demountable Walls Architectural products are not quoted with installation charges and are quoted on a project by project basis.</p> <p>Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.</p>

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product • After hours/weekend installation • Union labor rates if required • Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than \$2,500. <p>Auditorium /Fixed Seating & Demountable Walls Architectural products are not quoted with transportation and are quoted on a project by project basis.</p> <p>Spacesaver Products Freight and inside delivery: is quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics.</p> <p>A few of KI shipping methods are:</p> <ul style="list-style-type: none"> • Parcel (FedEx or UPS) • Standard LTL • Truckload • Advance Shipment Notification (ASN) • Blanket Wrapping 	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sourcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>KI's Process for tracking sales from distributors and/or dealers</p> <ul style="list-style-type: none"> - On a weekly basis, reports of orders that are entered during the previous week are printed. - The end-user is determined on each order by checking the order notes, ship to address, purchase order or by e-mailing the sales rep/dealer for clarification. - The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. - At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. - When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report. - Showcase query is then used to put the EDI information into the Excel document. - The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy. - When all final checks are completed, the report is sent via email to Sourcewell. - The admin fee and letter is then to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.</p>

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.</p>

66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p>Commitment to Quality Everyone at KI – from the sales representative out in the field to the engineer working on the manufacturing floor – upholds customer satisfaction as one of their ongoing responsibilities. And, quality is a key part of the equation.</p> <p>To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment.</p> <p>KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.</p> <p>*Copies of specific KI product test results are available upon request as required for product specifications, etc.*</p> <p>Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.</p>
67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p>FURNISHING KNOWLEDGE THROUGH DESIGN Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.</p> <p>Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.</p> <p>We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments.</p> <p>KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.</p>

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our Infinity process. Whether you want to modify an existing KI product or create something totally from scratch.</p> <p>Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need – personalized for your brand, your employees, your space.</p> <p>Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too.</p> <p>See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories.</p> <p>CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project.</p> <p>Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix.</p> <p>Images Browse, download and share images of KI furniture in myriad styles and applications.</p> <p>Surface Materials: Fabrics & Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in today's markets and it is importance to stay ahead of those needs.</p> <p>By listening and networking within the core markets, our teams can assist in creating products that not only fit the design trends but also the functionality required for a fast-paced environment. An initiative that cannot impede on the learning experience of a student and faculty or customer's office efficiencies and certainly does not sacrifice its quality. We may have started out providing metal folding chairs, but we have listened to our customers and understood they wanted more.</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Environmental Overview LEED Programs</p> <p>RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements.</p> <p>REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing locations depending on product. Raw materials: As a just in time manufacturer, material selection, and project locations will vary.</p> <p>CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC & CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor.</p> <p>LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: www.scsglobalservices.org</p>

		<p>- Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350.</p> <p>CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ www.fsc.org - Available by "special request" on wood options</p> <p>DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting strategies - Movable Walls and Systems with glass options</p> <p>HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information.</p> <p>LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information.</p> <p>RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. - Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill.</p> <p>FACTS® CERTIFICATION - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku's that have been awarded this certification.</p> <p>LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to earn an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ - Innovation Credits: o Pilot Credit 44: Ergonomic Strategy; Identify activities and benefits of ergonomics in furnishings, equipment, and education. o Design for Flexibility o Regional Materials</p>
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
 - [Marketing Plan/Samples](#) - 32. Marketing - Sourcewell---K -Contract-Overview.pdf - Monday December 16, 2019 17:08:01
 - [WMBE/MBE/SBE or Related Certificates](#) - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
 - [Warranty nformation](#) - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
 - [Pricing](#) - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
 - [Additional Document](#) - Additional Documents.pdf - Monday December 16, 2019 17:20:07

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_12 Fri December 13 2019 10:00 AM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_11 Thu December 5 2019 11:10 AM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_10 Thu December 5 2019 08:01 AM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_9 Mon December 2 2019 09:33 AM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_8 Thu November 21 2019 03:08 PM	<input checked="" type="checkbox"/>	--
RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_7 Wed November 20 2019 08:59 AM	<input checked="" type="checkbox"/>	--
RFP 121919 - Furniture Solutions with Related Accessories and Services_Addendum_6 Mon November 18 2019 01:41 PM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_5 Mon November 11 2019 08:34 PM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with RElated Accessories and Services_Addendum_4 Mon November 11 2019 07:21 PM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_3 Fri November 8 2019 03:17 PM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_2 Mon November 4 2019 10:26 AM	<input checked="" type="checkbox"/>	--
RFP_121919_Furniture Solutions with Related Accessories and Services_Addendum_1 Thu October 31 2019 11:34 AM	<input checked="" type="checkbox"/>	--



QUOTATION:21KMB-530404/C

Elizabethton City Schools: High School Flexible Hallway Furniture

CREATED 5/5/2021 | REVISED 7/7/2021 | Valid Through 8/3/2021



Elizabethton City Schools: High School Flexible Hallway Furniture

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: 21KMB-530404/C

CREATED 5/5/2021 | REVISED 7/7/2021 | Valid Through 8/3/2021

PRODUCT TOTALS	\$25,671.60
See Quote Detail Summary	\$1,883.58
GRAND TOTAL	\$27,555.18

Contract Information:

OT8147AZ1 Sourcewell #121919-KII --Dock Delv

Requested Delivery Date: To be Determined

Sold To

Elizabethton City Schools
 804 S Watauga Ave
 Elizabethton, TN 37643
 P. (423) 547-8105 F. (423) 547-8101

End User

Elizabethton City Schools
 804 S Watauga Ave
 Elizabethton, TN 37643
 P. (423) 547-8105 F. (423) 547-8101

Ship To

To be Determined

Installation

To be Determined

Sales Team:

Paul Presson
 Sales Specialist
 paul.presson@ki.com
 615-430-9555

Kellyn Bellisle
 Inside Sales Specialist
 kellyn.bellisle@ki.com
 800-939-0282

Client Notes:





QUOTATION

CREATED 5/5/2021
VALID THROUGH 8/3/2021
Prepared By Paul Presson
Quote Filename Elizabethton City Schools: High School Flexible Hallway Furniture - 21KMB-530404/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

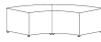
Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
Tag 1: MYPLACE 36" high									
3.1	MPICB/PFT/NC	MyPlace Inside Back 90° Curve, 2" Poly Feet, Non-Contrast	4	\$2,666.00	\$10,664.00	46.000	\$1,439.64	\$5,758.56	
		Non-Contrasting Fabric Non-Contrasting Fabric Fabric Moisture Barrier Price Description: Delivered/Open Market Lead Time: 8 - 10 Weeks; Ships from HIGH POINT, NC Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	Compliance to TB 117-2013 Fabric Grade H To Be Determined No Moisture Barrier	/NFR H TBD<< /NMB					
3.2	MPGANGKIT	MyPlace Ganger Kit	8	\$37.00	\$296.00	46.000	\$19.98	\$159.84	
	No Image Available	Price Description: Delivered/Open Market Lead Time: 8 - 10 Weeks; Ships from HIGH POINT, NC Please Note: Leadtime calculated on 7/7/2021 and is subject to change.							
3.3	MPSQRL/PFT/NC	MyPlace Lounge Chair, 2" Poly Feet, Non-contrast	6	\$1,346.00	\$8,076.00	46.000	\$726.84	\$4,361.04	
		Non-Contrasting Fabric Non-Contrasting Fabric Fabric Moisture Barrier Price Description: Delivered/Open Market Lead Time: 8 - 10 Weeks; Ships from HIGH POINT, NC Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	Compliance to TB 117-2013 Fabric Grade H To Be Determined No Moisture Barrier	/NFR H TBD<< /NMB					
3.4	O4SPSPB	Opt4 Cafe Stool, Poly Seat/Poly Back	20	\$383.00	\$7,660.00	46.000	\$206.82	\$4,136.40	
		Seat Height Opt4 Frame Color Opt4 Mesh & Poly Color Mesh and/or Poly Colors - NFR Opt4 Glides Price Description: Delivered/Open Market Lead Time: 6 - 8 Weeks; Ships from GREEN BAY, WI Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	24" Seat Height Starlight Silver Metallic Compliance to TB 117-2013 Black Nylon glides, non-ganging	/24 /SX /NFR /O4BL /NG					
3.5	PLIC24H36-74P	Pillar, Post Leg, Inside Curve, 24x110", 36H, 74P Edge	4	\$2,232.00	\$8,928.00	46.000	\$1,205.28	\$4,821.12	
		Edge Color Grommet/PowerUp Option Modesty Panel Laminate Paint Finish Casters/Glides Price Description: Delivered/Open Market Lead Time: 7 - 9 Weeks; Ships from BONDUEL, WI Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	To Be Determined No grommets, PowerUp or wire management/No cutouts Perforated steel modesty panel To Be Determined To Be Determined Glides	TBD<< /NNN /SMP TBD<< TBD<< /GLD					



QUOTATION

CREATED 5/5/2021
VALID THROUGH 8/3/2021
Prepared By Paul Presson
Quote Filename Elizabethton City Schools: High School Flexible Hallway Furniture - 21KMB-530404/C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options	
3.6	PLRT2472H36-74P S21303202	*Modified-Pillar Table, Post Leg, Rectangular, 24x72", 36"H, 74P Edge Edge Color Grommet/PowerUp Option Laminate Leg Finish Casters/Glides Worksurface/top - Shape / size modification Tables/desks - Base dimensions (height/spacing) Tables/desks - Modesty panels Additional Option Selection Price Description: Delivered/Open Market Lead Time: 7 - 9 Weeks; Ships from BONDUEL, WI Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	2	\$1,443.00	\$2,886.00	46.000	\$779.22	\$1,558.44	?	
		TBD			TBD<<					
		No grommets, PowerUp or wire management/No cutouts			/NNN					
		TBD			TBD<<					
		TBD			TBD<<					
		Glides			/GLD					
		Top, Rectangle 24"x78"			*Modified					
		Pillar 5 Legs, 36"H			*Modified					
		Connection Zone modesty panel #CZBMP78			*Modified					
		Paint Metal Modesty Panel			TBD<<					
3.7	MPCRV/PFT/NC 	MyPlace Backless 90° Curve, 2" Poly Feet, Non-Contrast Non-Contrasting Fabric Non-Contrasting Fabric Fabric Moisture Barrier Price Description: Delivered/Open Market Lead Time: 8 - 10 Weeks; Ships from HIGH POINT, NC Please Note: Leadtime calculated on 7/7/2021 and is subject to change.	6	\$1,505.00	\$9,030.00	46.000	\$812.70	\$4,876.20	?	
		Compliance to TB 117-2013			/NFR					
		Fabric Grade E			E					
		To Be Determined			TBD<<					
		No Moisture Barrier			/NMB					
Tag 1: MYPLACE 36" high								WorkGroup Product Subtotal	\$25,671.60	

Quote Summary

Product SubTotal:	\$25,671.60
Estimated Materials and Commodity Surcharge effective July 12, 2021 (Actual amount charged will be determined at the time the order is placed)	\$1,283.58
Office Planning Group, Installation	\$600.00
Estimated Sales Tax:	See Notes
Quote Total:	\$27,555.18

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.
- This project contains non-standard items which are not returnable and not cancelable. The warranty on non-standard product that alters function is 1 year. The warranty on non-standard product that does not alter function, but only finish (i.e., paint or plastic color, laminate, grommet removal) matches that of the standard product. Modification to U.L. Listed products eliminates the listing. Product will not have U.L. Listing labels unless specifically spelled out on this quote.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

<u>Shipping Location</u>	<u>MFG Lead Time Range</u>
GREEN BAY, WI	6 - 8 Weeks
BONDUEL, WI	7 - 9 Weeks

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Paul Presson
Market Code: 2=2=K-12

Opportunity #: 530404

Quote Filename: Elizabethton City Schools: High School
Flexible Hallway Furniture - 21KMB-530404

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

**TENNESSEE BOARD OF REGENTS
COMMUNITY COLLEGE
DUAL CREDIT CONDITIONS AND AGREEMENT
BETWEEN
NORTHEAST STATE COMMUNITY COLLEGE
AND
ELIZABETHTON CITY SCHOOLS
FOR THE 2020-2021 ACADEMIC YEAR**

High school students attending Elizabethton High School who pass the dual credit course(s) listed below may sit for the corresponding end-of-course assessment(s).

College Course Name:	Credit Hours:	High School Course Name/s:
ACCT 1010 - Principles of Accounting I	3	Accounting 1 Accounting 2 Banking and Finance
AUTO 1120 - Automotive Electrical	4	Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV
AUTO 2140 - Engine Analysis	4	Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV
AUTO 2210 - Alignment and Brakes	4	Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV
AVIT 1300 - Introduction to Aviation	3	Aviation Flight I Aviation Flight II Unmanned Aircraft System Flight Simulation Lab
BUSN 1305 - Introduction To Business	3	Introduction to Business & Marketing Business Communication Business Management Business Entrepreneurship
CHEM 1060 - Survey of Chemistry	4	Chemistry 2
CITC 1300 - Beginning HTML and CSS	3	Web Design Foundations Web Site Development
CITC 1301 - Introduction to Programming and Logic	3	Coding 1 Coding 2 AP Computer Science Principles
CRMJ 1010 - Introduction to Criminal Justice	3	Criminal Justice II Criminal Justice III Pre-Law 2 Pre-Law 3
EDUC 1030 - College and Lifelong Learning	3	Senior Capstone*

College Course Name:	Credit Hours:	High School Course Name/s:
EMTP 1015 - Cardiopulmonary Resuscitation	1	Emergency Medical Services Medical Therapeutics
INFS 1010 - Computer Applications	3	Computer Applications

Students who receive a minimum score, determined by Northeast State Community College (NeSCC), on the respective end-of-course assessment(s) can receive dual credit at NeSCC, in accordance with Early Postsecondary Opportunities Policy 2:01:00:05. ***Note: Students are required to have a minimum ACT score of 18 in English and 19 in Reading to be eligible to sit for the EDUC 1030 end-of-course assessment.**

Upon enrolling at NeSCC, the student will notify the College’s Career and Technical Education (CTE) Office of his/her intent to apply escrowed credit to his/her college transcript. The CTE Office will verify the student’s test scores and forward appropriate documentation to the College’s Admissions Office for processing. For those students to meet all articulation requirements,

1. The student must be admitted to NeSCC through the normal admissions and registration processes.
2. The CTE Office will be responsible for ensuring all student documentation is forwarded to NeSCC’s Admissions Office for credit awarding.
3. NeSCC’s faculty will be responsible for creating, administering, and assessing the dual credit end-of-course assessment.

Course credit will be awarded upon being officially admitted and enrolled at NeSCC. The college course credited and a grade of "Pass" will be shown on the student’s NeSCC transcript. Transfer of this dual credit to other institutions is at the discretion of the receiving institution.

Both Elizabethton High School and the College shall comply with all applicable state and federal laws and regulations, including the Family Educational Rights and Privacy Act (FERPA) and NeSCC’s policies and guidelines in the performance of this agreement.

This agreement shall be effective for the period commencing on July 1, 2020, and ending on June 30, 2021.

This agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination.

IN WITNESS WHEREOF:

ELIZABETHTON CITY SCHOOLS:

Brian Culbert, CTE Director

Date

NORTHEAST STATE COMMUNITY COLLEGE:

Connie Marshall, Interim Vice President, Academic Affairs

Date

Bethany H. Bullock, Ph.D., President

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Ed.D., Chancellor

Date

**An Agreement between
Elizabethton High School
and East Tennessee State University**

This agreement between Elizabethton High School (EHS) and East Tennessee State University (ETSU) is enacted to

- encourage EHS students to continue their higher education pursuits in the region, by making them aware of educational opportunities at ETSU;
- encourage and promote Early-Post Secondary Opportunities (EPSOs) available to EHS students through ETSU;
- promote collegial activities between faculty of EHS and ETSU, thus enhancing the pedagogy at both institutions;
- increase opportunities for service learning and civic engagement for students; and
- better serve the local communities and upper East Tennessee.

EHS-ETSU Local Dual Credit Agreement

ETSU will award one (1) credit for ETSU 1011, Introduction to the University, to EHS students who enroll in the EHS Senior Capstone Course (G25H24), complete the following requirements, and subsequently enroll at ETSU:

1. Achieve a grade of 70% or higher in the course.
2. Complete and present the digital portfolio and receive an overall rating of at least “satisfactory” on a mutually agreed upon scoring rubric for the assignment (attached to this agreement). This rubric will be used in all EHS Senior Capstone Course sections taught by EHS faculty.
3. Complete at least 3 of the following activities co-sponsored by EHS and ETSU:
 - a. Electronic etiquette: students will learn a variety of ways to present themselves appropriately digitally (cell phone etiquette, professional emails, social media safety plan, digital footprint strategy, etc.)
 - b. Introduction to the culture of post-secondary education: students will be exposed to several topics relating to post-secondary education such as college admissions and scholarship application completion, declaring and changing majors, price and opportunity comparisons, etc.
 - c. Tools for post-secondary academic success: students will learn about college-level expectations concerning reading, writing, note taking, test taking, summarizing, giving/receiving/incorporating feedback, etc.
 - d. Career search and application skills: students will research various careers including job opening and growth potential, salaries, and educational requirements as well as the necessary skills in applying for jobs, colleges, programs, and internships.
4. Participate in an exclusive day-long immersive experience at ETSU.

Elizabethton High School commitments and obligations

1. EHS will provide ETSU a list of the names and mailing addresses of students registered for the EHS Senior Capstone Course at the end of the registration

- period each year and an updated list at the beginning of each academic year.
2. EHS will provide transportation and chaperones to the day-long immersive experience once each semester.
 3. EHS staff will notify ETSU's Office of Undergraduate Admissions upon students' successful completion of requirements for earning ETSU credit for the course through this Local Dual Credit (LDC) agreement. EHS will provide a list of eligible students' names and mailing addresses at the conclusion of each semester.

ETSU commitments and obligations

1. ETSU faculty and staff will co-teach the following course topics with EHS instructors:
 - a. Electronic etiquette
 - b. Introduction to the culture of post-secondary education
 - c. Tools for post-secondary academic success
 - d. Career search and application skills
2. ETSU will provide an exclusive day-long immersive experience at ETSU filled with hands-on and interactive discussions with EHS students and ETSU students, faculty, and staff each semester for students in the LDC course. This will be invaluable in introducing EHS students not only to ETSU, but to the various programs, opportunities, and practical college-going information needed for success. Possible elements of the experience might include:
 - a. a campus tour (could also include other components of campus dependent on schedule; for example Colleges of Medicine or Pharmacy)
 - b. a "speed dating" type activity to gain information with student services offices
 - c. a visit with the ETSU President as schedule allows
 - d. lunch in campus dining hall
 - e. classroom experience
 - f. discussions with staff from ETSU's Financial Aid and Scholarship offices
 - g. interactions with current ETSU students from a variety of backgrounds
 - h. design Your Life activity
 - i. team building and leadership skill activities
3. Upon verification of a student's enrollment at ETSU, ETSU will award one (1) credit for ETSU 1011 pursuant to this agreement. Students awarded credit will receive a grade of P for the course.

Admissions

EHS students who are enrolled in or have completed the local dual credit Senior Capstone course (G25H24) will be entitled to:

- use of the EHS student Electronic Graduate Portfolio for program admission or scholarship considerations, if applicable;
- invitations to special campus recruitment events based on eligibility; and
- participation in student leadership institutes or workshops on campus based on eligibility.

Programmatic

ETSU’s Associate Vice President of Student Life and Enrollment will work with the EHS Community Partnership Director to help meet guest lecture and speaker needs with ETSU’s faculty, staff, and administrators.

Review of Agreement

EHS and ETSU personnel will meet at least once annually to review this agreement and recommend modifications as needed.

Approvals

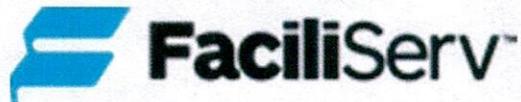
_____ Dr. Brian Noland President East Tennessee State University	_____ Date
---	---------------

_____ Dr. Wilsie Bishop Provost and Chief Academic Officer East Tennessee State University	_____ Date
---	---------------

_____ Mr. Richard Vanhuss Director Elizabethton City Schools	_____ Date
---	---------------

_____ Dr. Jon Minton Principal Elizabethton High School	_____ Date
--	---------------

_____ Mr. Alex Campbell Project Based Learning Coordinator Elizabethton High School	_____ Date
--	---------------



7/7/2021

21-35345 EHS, Elizabethton, TN Balcony bleacher power system

Elizabethton Tennessee City Schools
804 S. Watauga Ave
Elizabethton, TN 37643

Attention: Richard VanHuss

Description	Amount
Scope of work; Deliver and install (3) tractor replacment power system Remove existing chain drive barrells, weld in tractor mounting system and install tractors.	\$ 6,982.42
Scope of work; Deliver and install (3) tractor replacment power system Remove existing chain drive barrells, weld in tractor mounting system and install tractors.	\$ 6,982.00
Freight	\$ 500.00
TOTAL: \$ 14,464.42	

Signature: _____ PO # _____ Date: _____

Not Included: permits, licenses, stamped drawings, sales taxes, procurement fees or other fees.
(Backstops, curtains, AE) Electrical supply circuits, control circuits and final electrical connection by others (key switch and face plate supplied).
(bleachers) Electrical supply circuits, wiring, , disconnect switch, J box and conduit under bleacher to center of banks and final electrical connections by others.
(if existing) Recommend pulling new wire in existing power supplies and reconfigure with dedicated circiuts to manufacturer's specification (if currently not dedicated).
Includes Freight and Unloading
Color to be determined from available manufacturers choices

If you have and questions or concerns, please call Matt Knight at Phone: (864) 423-9491
If you have and questions or concerns, please call Juanita Wilson at Phone: (888) 963-6526

Addendums reviewed:

For safety reasons - At the time of service/repair no students or unauthorized personnel shall be present in the gymnasium.
Work will not proceed until area is cleared

4675 US Route 64 East
Franklinville NC 27248
Ph: 888-963-6526 Fax: 877-994-1715



Athletic Facility Services & Equipment
 14200 Washington Street, Woodstock, IL 60098
 888-963-6526 (P) 877-994-1715 (F)

INVOICE

DATE	INVOICE NO.
6/25/2021	16727

BILL TO:
Elizabethton Tennessee City Schools 804 S. Watauga Ave Elizabethton TN 37643

SHIP TO:
Elizabethton HS Main Balcony

CUST. PO	TERMS	QUOTE NO.	SHIPPED/COMPLETED
Richard VanHuss	Due on receipt	See Below	6/25/2021

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
20-91475 Elizabethton HS, Main Gym General service, check, adjust and tighten	1	1,975.00	1,975.00
Code: Upgrade bleacher end rails: Install 30"-32" row BR Self-storing end rails, row 2-7 at (2) ends and install Aluminum 9 line drop in rails row 2-7 at (2) ends. (no work for building wall railings) Custom rails: Lead time approximately 12-16 weeks	1	6,685.00	6,685.00
Install (12) 9x18" BR Bulldog™ Drive Rollers to restore traction and straight, even operation	1	14,894.00	14,894.00
20-91480 Elizabethton HS, Balcony General service, check, adjust and tighten	1	1,172.00	1,172.00
Hazard: Replace (19) cracked/damaged boards at time of service	1	5,225.00	5,225.00
Code: Upgrade rail system for gap code:	1	6,295.00	6,295.00
Install Aluminum 9 line drop in rails row 2-7 and BR Deck End panels row 8-16 at (2) outside ends, row 2-5 at (2) inside ends at bank break (12-16 week lead time) Code: Upgrade Rear rail system for gap code: Install rear rail 42" high finished plywood panels over existing rear rails	1	1,950.00	1,950.00
Mandatory Service Fee	1	210.00	210.00

After 20 Days, 2% Per Month Interest Will Be Charged.

THANK YOU FOR YOUR BUSINESS!

MAKE CHECK PAYABLE TO:
FaciliServ, Inc.

Total	\$38,406.00
--------------	--------------------

PO DATE
02/19/2021

ELIZABETHTON CITY SCHOOLS

804 South Watauga Avenue
 Elizabethton, TN 37643
 Phone: 423-547-8000
 Fax: 423-547-8929
 web: ecschools.net

PURCHASE ORDER NUMBER
8002000166

FISCAL YEAR : 2020-2021
 ENTERED BY : GUINNJAC002

VENDOR:
 FACILISERV
 7733 LIBERTY HIGHWAY
 LIBERTY, SC 29657

SHIP TO:
 ELIZABETHTON CITY SCHOOLS
 804 S WATAUGA AVENUE
 ELIZABETHTON, TN 37643-4207

PHONE: (888) 963-6526 FAX: (877) 994-1715

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		REPAIR THE BLEACHERS IN THE GYM AT EHS BOARD APPROVED 2/18/2021	50000.00000	50,000.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		141 E 76100 707 000 00000 000	50,000.00	
			PAGE TOTAL	50,000.00
			TOTAL	50,000.00

PURCHASE APPROVED BY:

Bill Vest
Beth Wilson