

Regular Board of Education Meeting

August 1, 2022 5:00 PM

Robert J. Smallridge School Administration Building

I. Call to Order

II. Pledge of Allegiance

III. Approval of Agenda

IV. Special Reports/Presentations

A. Good News

V. Public Forum

VI. Consent Agenda

A. Board Minutes: 6-20-22

B. Oak Ridge Schools Personnel Advisory Board

VII. Items for Action

A. Technical Assistance Agreement for Grants Compliance

B. FY23 ESSER Planning Grant

C. FY23 Best for All Grant

D. FY23 Voluntary Pre-K Grant

E. FY23 American Rescue Plan (ARP) IDEA Grant

F. Purchase of Replacement and New Food Service Equipment

G. Blanket Purchase Order for Home Depot

H. Purchase of Video Scoreboard for Ben Martin Track

I. FY23 Oak Log Yearbook Bid

J. FY23 Performance Excellence Proposal from Wulff Consulting

K. Robotic Field Painter Lease

L. Cornerstone Program Management Group, LLC Contract

M. Board Policy 1.104 Memberships - First and Second Reading

N. Board Policy 1.105 School Board Legislative Involvement - First and Second Reading

O. Board Policy 1.204 Board Member Development Opportunities - First and Second Reading

P. Board Policy 1.806 Advertising and Distribution of Materials in the Schools - First and Second Reading

Q. Board Policy 2.806 Bids and Quotations - First and Second Reading

R. Board Policy 3.202 Emergency Preparedness Plan - First and Second Reading

S. Board Policy 4.212 Virtual Education Program - First and Second Reading

T. Board Policy 4.402 Reconsideration of Instructional Materials and Textbooks - First and Second Reading

U. Board Policy 4.403 Library Materials - First and Second Reading

V. Board Policy 4.406 Use of the Internet - First and Second Reading

W. Board Policy 4.600 Grading Systems - First and Second Reading

X. Board Policy 5.119 Employment of Retirees - First and Second Reading

Y. Board Policy 5.200 Separation Practices for Tenured Teachers - First and Second Reading

Z. Board Policy 5.201 Separation Practices for Non-Tenured Teachers - First and Second Reading

AA. Board Policy 5.701 Substitute Teachers - First and Second Reading

BB. Board Policy 6.200 Attendance - First and Second Reading

CC. Board Policy 6.318 Admission of Suspended or Expelled Students
- First and Second Reading

DD. Board Policy 6.409 Reporting Child Abuse - First and Second
Reading

VIII. Items for Information

A. Preschool Head Start COLA and Quality Improvement Fund

IX. Items for Discussion

X. Old Business

XI. New Business

XII. Communications

XIII. Adjournment

Appointment to Personnel Advisory Board

I recommend the appointment of Ms. Ruby Miller to the Personnel Advisory Board. This appointment is in accordance with the City Charter VI, Section 11, and the Board of Education Policy 5.1031. The new term will expire in 2025.

**OAK RIDGE SCHOOLS
PERSONNEL ADVISORY BOARD**

Ms. Kathy Gillenwaters
103 Meadowlark Ln.
Oak Ridge, TN 37830
865.805-1307
kgillenwaters@bellsouth.net

3 Year Term
Expires August 2024

Ms. Ruby Miller
574 Oak Ridge Turnpike
Oak Ridge, TN
865.483.5663
ruby.miller.crmi@statefarm.com

3 Year Term
Expires August 2025

Dr. Christine Lee
21 Riverside Dr.
Oak Ridge, TN
865.482.6845
cmlriversrun@comcast.net

3 Year Term
Expires August 2024

6/28/22



Oak Ridge Schools

OFFICE OF
Finance Director

Telephone (865) 425-9004

MEMORANDUM

To: Dr. Bruce Borchers, Superintendent of Schools

From: Jenifer Van Dyke, Finance Director *JVD*

Subject: **Technical Assistance Proposal - Brustein & Manasevit, PLLC**

Date: July 11, 2022

I recommend the Oak Ridge Schools Board of Education approve the attached proposal for technical assistance related to grants compliance with Brustein & Manasevit, PLLC for \$46,200. The Fiscal Pre-Monitoring Supports Grant (approved at the March 28, 2022 Board meeting) will be used to fund the technical assistance as laid out in the proposal.

**M & BRUSTEIN
MANASEVIT, PLLC**
ATTORNEYS AT LAW

1023 15th Street NW, Suite 500
Washington, DC 20005
phone 202.965.3652
fax 202.965.8913
bruman@bruman.com
www.bruman.com

TO: Dr. Bruce Borchers
Superintendent
Oak Ridge Schools

FROM: Bonnie Graham, Esq., Partner
Brustein & Manasevit, PLLC

DATE: July 7, 2022

RE: Technical Assistance Proposal/Retainer

As requested, Brustein & Manasevit, PLLC (Firm) has developed the following proposal to provide technical assistance to Oak Ridge Schools (ORS) regarding its compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200 (referred to as the Uniform Grants Guidance), the Education Department General Administrative Regulations (EDGAR), and the use of funds under the Elementary and Secondary School Emergency Relief (ESSER) Fund.

A. Brustein & Manasevit, PLLC Background and Expertise

Founded in 1980, Brustein & Manasevit is nationally recognized for its education law practice and advocacy on behalf of states, school districts, and private educational entities. The Firm is unlike any other professional entity because it offers a complete and comprehensive range of services based on our expert knowledge of federal education programs. The Firm advises clients on all areas of compliance with federal education laws and regulations. With over 40 years' experience in this area, no other firm in the country maintains such extensive expertise in federal education news, policy, and grants management, and therefore cannot provide the same quality of services.

Brustein & Manasevit has a longstanding relationship with the Tennessee Department of Education (TDOE) and other local educational agencies (LEAs) throughout the State of Tennessee. These relationships, along with the fact that the Firm has represented nearly all 50 states and many of the major LEAs around the country, allows us to provide our clients with a unique perspective on the various workings of education programs. Our attorneys are constantly in demand throughout the country as invited guest speakers at workshops and conferences. In addition, our Firm has authored seminal texts on federal education matters, including textbooks on grants management, Title I of the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities in Education Act (IDEA), the Carl D. Perkins Career and Technical Education Act (Perkins) and the Workforce Investment Act. In addition, the Firm has published multiple editions of The Administrator's Guide to EDGAR, which is used nationwide as an effective professional development resource.

Our Firm's unique history of legislative, legal, and consulting work put us in the unmatched position of being able to provide these consultative services to ORS. For more information on the Firm, please see our website at www.bruman.com.

B. Scope of Work to be Performed

The Firm will begin the scope of work by reviewing the current ORS policies and procedures for compliance with the Uniform Grants Guidance and EDGAR. The policies and procedures that we will review include, but are not limited to, financial management, internal controls, allowable costs, cash management, compensation for personal services, procurement, inventory, record retention, and conflict of interest disclosures.

This scope of work will also include:

- testing internal controls in accordance with 2 CFR § 200.303;
- testing development and retention of documents that align with reimbursement methods outlined in 2 CFR § 200.305(b)(3);
- reviewing equipment management requirements in alignment with 2 CFR § 200.313;
- testing for material weaknesses in general procurement standards in accordance with 2 CFR § 200.318;
- ensuring LEAs are following competition requirements outlined in 2 CFR § 200.319 and local procurement method policies and procedures support the requirements of 2 CFR § 200.320;
- testing for material weakness in record retention processes aligning with 2 CFR § 200.334;
- testing prior written approval methods described in 2 CFR § 200.407; and
- other cross-cutting fiscal support deemed necessary by the parties.

Brustein & Manasevit will work closely with ORS staff, as needed, to edit and complete any policies and procedures and that are necessary for compliance with the EDGAR/UGG and applicable federal education grant requirements. This includes in-person, virtual, or teleconference meetings with ORS staff, as necessary. The Firm will submit a working draft of the updated policies and procedures for ORS staff review and feedback. The Firm will then complete final edits as requested and be available for any follow-up questions, as needed

In addition, we will be available to ensure that all ESSER expenditure decision making is made in alignment with the ESSER and EDGAR requirements. The Firm is also available to provide on-site and/or virtual training to ORS on the updated policies and procedures, as determined appropriate with the topics and dates to be agreed-upon by the parties in advance.

C. Cost Proposal

Brustein & Manasevit, PLLC will invoice ORS monthly for services rendered on its behalf. Our billing rate is three hundred and twenty-five dollars (\$325) per hour. The parties agree that the scope of work will not exceed \$46,200.

Our monthly statements will reflect all the activity we have performed for the prior month. We will also bill for out-of-pocket expenses such as travel, overnight mail, photocopying, etc., in addition to our professional fees. Monthly invoices will be due upon receipt.

D. Documentation Retention Policy

The Firm's policy is to retain all legal records for a period of five years from the date that each case, legal action, and/or representation has ended. At the end of the representation the client may notify the Firm in writing within one year that it wants to have the Firm's copy of its records returned. When timely notice is received by the Firm, the Firm will return the records to the client at an agreed upon location. It is agreed by all parties that if no notice is received indicating otherwise, the client agrees to allow the Firm to destroy the records at the end of the five-year retention period.

If the terms and conditions of this engagement are acceptable to you, please sign, date, and return a copy of this letter. Please let me know if you have any additional questions or concerns. We look forward to working ORS.

Bonnie Graham
Partner
Brustein & Manasevit, PLLC

Date

Dr. Bruce Borchers
Superintendent Oak
Ridge Schools

Date



Oak Ridge Schools
TEACHING AND LEARNING

MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 7/26/22

SUBJECT: Item for Action: Approval of ESSER Planning Grant FY23

I recommend the approval of the FY23 ESSER Planning grant from TDOE. This grant provides funding for planning, data collection, and monitoring through contracted services. These funds are allocated in FY23 ESSER Planning account 142-72210-399-937 and have been approved by TDOE for this purpose.

Budget Overview

Oak Ridge (012) Public District - FY 2023 - ESSER Planning Grant - Rev 0 - ESSER Planning Grant

Filter by Location: All - \$71,845.00 ▼

Line Item Number	Account Number	72210 - Support Services/Regular Instruction Program	Total
399 - Other Contracted Services		71,845.00	71,845.00
Total		71,845.00	71,845.00
	Adjusted Allocation		71,845.00
	Remaining		0.00



Oak Ridge Schools
TEACHING AND LEARNING

MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 7/26/22

SUBJECT: Item for Action: Approval of Best for All Grant FY23

I recommend the approval of the FY23 Best for All grant from TDOE. This grant provides funding for student devices for grades 5-12 and instructional technology. These funds are allocated in FY23 Best for All accounts 142-71100-722 and 72130-790-930.

School Administration Building
304 New York Ave, Oak Ridge, TN 37830
(865) 425-9013
www.ortn.edu

Budget

Oak Ridge (012) Public District - FY 2023 - Best for All District Grant - Rev 0 - Best for All District Grant

Account Number	Total
71100 - Regular Instruction Program	\$42,650.00
71150 - Alternative Instruction Program	\$0.00
71200 - Special Education Program	\$0.00
71300 - Vocational Education Program	\$0.00
72110 - Attendance	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$128,740.00
72210 - Support Services/Regular Instruction Program	\$0.00
72215 - Support Services/Alternative Instruction Program	\$0.00
72220 - Support Services/Special Education Program	\$0.00
72230 - Support Services/Vocational Education Program	\$0.00
72250 - Education Technology	\$0.00
72320 - Office of the Superintendent	\$0.00
72410 - Office of the Principal	\$0.00
72510 - Fiscal Services	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00

73300 - Community Services		\$0.00
73400 - Early Childhood Education		\$0.00
	Total	\$171,390.00
	Adjusted Allocation	\$171,390.00
	Remaining	\$0.00

Budget Detail

Oak Ridge (012) Public District - FY 2023 - Best for All District Grant - Rev 0 - Best for All District Grant

71100 - Regular Instruction Program - \$42,650.00 ▼

Budget Detail

Narrative Description

Account Number: 71100 - Regular Instruction Program

Line Item Number: 722 - Regular Instruction Equipment

Focus Area: Educational Technology

School Type: Traditional Public School

Optional Program Code:

Location Code: Oak Ridge (012)

Quantity: 1.00

Cost: \$42,650.00

Line Item Total: \$42,650.00

Student Devices for grades 5-12. (complete FY22 order that was delayed due to inventory and shipping)
Purchase 60 additional lenovo student devices for inventory completion and enrollment increases, preplacement purposes and repair loans. \$42650

Total for 71100 - Regular Instruction Program: \$42,650.00

Total for all other Account Numbers: \$128,740.00

Total for all Account Numbers: \$171,390.00

Adjusted Allocation: \$171,390.00

Remaining: \$0.00

Budget Detail

Oak Ridge (012) Public District - FY 2023 - Best for All District Grant - Rev 0 - Best for All District Grant

72130 - Other Student Support - \$128,740.00 ▼

Budget Detail		Narrative Description
Account Number:	72130 - Other Student Support	Equipment needed to update HS student presentation space - projection and sound replacements 40000 Interactive Projection Tools (Lu Interactive Playground) for PE spaces - Students combine academic practice with physical movement activities 88740
Line Item Number:	790 - Other Equipment	
Focus Area:	Educational Technology	
School Type:	Traditional Public School	
Optional Program Code:		
Location Code:	Oak Ridge (012)	
Quantity:	1.00	
Cost:	\$128,740.00	
Line Item Total:	\$128,740.00	
Total for 72130 - Other Student Support:		
Total for all other Account Numbers:		\$42,650.00
Total for all Account Numbers:		\$171,390.00

Adjusted Allocation: \$171,390.00

Remaining: \$0.00



Oak Ridge Schools

PRESCHOOL

Rationale for Board of Education approval of VPK Grant:

I respectfully request Board of Education approval of the proposal for the State's Voluntary Pre-K Grant for 2022-2023 (FY23). This grant provides funding for 5 Pre-K classrooms to provide services for 100 4-year old students.

Due to changes at the state level, districts were required to submit responses to 5 questions in e-plan in March 2022. At that time, there was no amount to be budgeted available in e-plan. The Board of Ed approved the preliminary grant proposal.

The amount now entered into e-plan for the VPK grant this year is \$459,638.78. A budget and required supporting documents have now been entered into e-plan and are ready for the state's approval.

If you have any questions, please do not hesitate to contact me.

Thank you,

Lisa Downard

Principal

Oak Ridge Schools Preschool
157 Carver Avenue | Oak Ridge, TN 37830
(865) 425-9101
www.ortn.edu/preschool



Oak Ridge Schools • 304 New York Avenue • Oak Ridge, TN 37831
(865) 425-9027 • Fax (865) 425-9061 • jcstults@ortn.edu • www.ortn.edu
Every student prepared for college, career, and life success

John C. Stults II, Supervisor of Special Education

To: Board of Education

From: John Stults

Date: 7/27/2022

Re: FY 23 ARP IDEA Grant

We are pleased to announce the amount of allocations earmarked for FY 23 in the ARP IDEA grant (non-competitive American Rescue Plan grant) is \$221,473.83. These funds will be used to continue with the additional special education TA's that were hired at Woodland Elementary (1.0 FTE) and Glenwood Elementary (1.0 FTE) during the 2021-2022 school year, as well as the addition of a 1.0 FTE TA at Oak Ridge Preschool and a 1.0 FTE special education teacher at Jefferson Middle School for the 2022-2023 school year. These additional staff members allow for higher dosage, lower ratio groupings for our students with disabilities to better enhance their learning.

These FTE additions were approved at previous board meetings.



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Budget Overview

Oak Ridge (012) Public District - FY 2023 - ARP IDEA - Rev 0 - ARP IDEA Part B Funds

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Indirect Cost

Total Contributing to Indirect Cost	\$193,513.44
Indirect Cost Rate	6.66%
Maximum Allowed for Indirect Cost	\$12,798.20

Filter by Location: All - \$204,963.44

Show Unbudgeted Categories

Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
Line Item Number				
116 - Teachers	48,301.00			48,301.00
163 - Educational Assistants	44,500.00			44,500.00
201 - Social Security	7,409.88	0.00		7,409.88
204 - State Retirement	10,091.95	0.00		10,091.95
206 - Life Insurance	3,000.00	0.00		3,000.00
207 - Medical Insurance	36,655.00	0.00		36,655.00
208 - Dental Insurance	555.71	0.00		555.71
212 - Employer Medicare	7,846.50	0.00		7,846.50
299 - Other Fringe Benefits	400.00	0.00		400.00
504 - Indirect Cost			11,450.00	11,450.00
524 - In-Service / Staff Development		34,753.40		34,753.40
Total	158,760.04	34,753.40	11,450.00	204,963.44
			Adjusted Allocation	204,963.44
			Remaining	0.00

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TN Department of Education | Andrew Johnson Tower | 710 James Robertson Parkway | Nashville, TN 37243 | (629) 395-4684 | ePlan.Help@tn.gov



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Budget Overview

Oak Ridge (012) Public District - FY 2023 - ARP IDEA - Rev 0 - ARP IDEA Preschool Funds

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Indirect Cost

Total Contributing to Indirect Cost	\$15,660.39
Indirect Cost Rate	6.66%
Maximum Allowed for Indirect Cost	\$1,030.93

Filter by Location: All - \$16,510.39

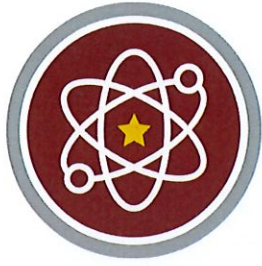
Show Unbudgeted Categories

Account Number	71200 - Special Education Program	99100 - Transfers Out	Total
Line Item Number			
163 - Educational Assistants	12,560.39		12,560.39
201 - Social Security	875.00		875.00
204 - State Retirement	1,350.00		1,350.00
212 - Employer Medicare	875.00		875.00
504 - Indirect Cost		850.00	850.00
Total	15,660.39	850.00	16,510.39
		Adjusted Allocation	16,510.39
		Remaining	0.00

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Oak Ridge

SCHOOLS

Maintenance and Operations

DATE: July 15, 2022

TO: Bruce Lay, Executive Director of Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Purchase of New and Replacement Food Service Equipment

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the purchase of new and replacement food service equipment from Douglas Equipment of Bluefield, WV in the amount of \$172,807.97. The specified equipment was bid in accordance with state guidelines with two vendors responding. Douglas Equipment met all vendor requirements and provided the lowest responsible bid.

Funding for this purchase is from the food service equipment fund 73100 710.

Thank you,

Allen Thacker

Supervisor of Maintenance and Operations.

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu



Oak Ridge Schools

OFFICE OF
Business & Support Services

Telephone (865) 425-9005
Fax: (865) 425-9060

DATE: July 8, 2022

TO: Jenifer Van Dyke, Finance Director

cc: Dana Paolucci, Allen Thacker

FROM: Mary Ann Riley, Purchasing Specialist, Oak Ridge Schools

SUBJECT: Recommendation of RFP 23-001 Cafeteria Equipment

I recommend that the Oak Ridge Board of Education accept the bid from Douglas Equipment for the above-mentioned bid. Their bid of \$172,807.97 met all required specifications. Two companies responded with bids.

Bids were advertised in accordance with state guidelines and made available on the Oak Ridge Schools' website and Vendor Registry.

Attachment: Bid Minutes



Oak Ridge Schools

OFFICE OF
Business & Support Services

Telephone (865) 425-9005
Fax: (865) 425-9060

Bid Minutes

07/07/2022

Cafeteria Equipment (RFP 23-001)
Business Services Conference Room
Administration Building

Present for the bid opening were:

Allen Thacker
Mary Ann Riley
Dana Paolucci

Oak Ridge Schools Maintenance Supervisor
Oak Ridge Schools Purchasing
Oak Ridge Schools Business Services Coordinator

Bid responses were received from the following companies:

	<u>Bid Amount</u>
Douglas Equipment Bluefield, WV	\$172,807.97 **
Katom Restaurant Supply Kodak, TN	\$190,235.38

**** Recommended Bid Winner**



Business

Department

School Administration Building

304 New York Ave

Oak Ridge, Tennessee 37830

Phone (865) 425-9005

Fax (865) 425-9060

Request for Proposal

Description of items/services requested:

The Oak Ridge Schools Board of Education is soliciting proposals for cafeteria equipment
(RFP 23-001) Cafeteria Equipment.

General Requirements:

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **1:30 PM, July 7, 2022**. Every document must be enclosed in an envelope clearly marked as a bid document. Two full copies of the proposal must be submitted each with original signatures on both Bid Forms (included in this packet). Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Bid prices must be valid for no less than sixty (60) days from the date of the bid.

All documents shall be submitted to the following address:

Mary Ann Riley, Purchasing Specialist
Re: RFP 23-001 Cafeteria Equipment
Oak Ridge Schools
304 New York Ave
Oak Ridge, TN 37830

Food Service Equipment Specifications

Item Qty Description

LINDEN ELEMENTARY SCHOOL

- 1 1 ea HOT FOOD SERVING COUNTER / TABLE
TEHF-60SS
Duke Manufacturing Model No. TEHF-60SS
Thurmaduke™ Hot Food Unit, mobile, electric, 60"W x 32"D x 36"H, 16ga stainless steel top, (4) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga stainless steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)
1 ea TEHF60-208-1 208v/60/1-ph, 3600 watts, 17.3 amps
1 ea SOLID-HD-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)
1 ea TS530-60-1SN Thurmaduke™ Designer Sneeze Guard, 59-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified
1 ea SSS Stainless Steel Shelf, in lieu of standard painted steel
1 ea SSE Stainless Steel Ends, in lieu of standard painted steel
1 ea FL-4 Fluorescent Lights, mounted under shelf, wired to base, for 58-3/8" long models, 120v/60/1-ph
- 2 1 ea SERVING COUNTER, COLD FOOD
TCM-74SS
Duke Manufacturing Model No. TCM-74SS
Thurmaduke™ Cold Food Unit, mobile, 74"W x 32"D x 36"H, 16ga stainless steel top, 5" deep stainless steel mechanical assist ice pan, 68" x 20" pan, 1" drain line & valve, 20ga stainless steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 5.15 amps, NEMA 5-15P, cULus, UL EPH Classified
1 ea SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)
1 ea TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified
1 ea SSS Stainless Steel Shelf, in lieu of standard painted steel
1 ea SSE Stainless Steel Ends, in lieu of standard painted steel
1 ea FL-5 Fluorescent Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph
- 3 2 ea MICROWAVE STEAMER OVEN
NE-3280
Panasonic Model No. NE-3280
PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop-

- down door, stainless steel cabinet & cavity, cULus, NSF
 2 ea 3 year parts & labor warranty and 3 year magnetron warranty
 2 ea 208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard
- 4 3 ea T-BAR SHELVING
 2436TB
 New Age Model No. 2436TB
 "Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
 3 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
 4 ea 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
 4 ea 0116 Adjustable Foot, 1-5/16" dia., upright
- 5 8 ea HI-TEMP FOOD PAN
 10401B13
 Carlisle Model No. 10401B13 Packed 6 ea
 StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
 8 ea 10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 6 4 ea HI-TEMP FOOD PAN
 10421B13
 Carlisle Model No. 10421B13 Packed 6 ea
 StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
 4 ea 10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 7 1 ea CAN OPENER
 270/115V
 Edlund Model No. 270/115V
 Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
 1 ea 3 year limited warranty, standard
- 8 1 ea FOOD PROCESSOR, BENCHTOP / COUNTERTOP
 R301U
 Robot Coupe Model No. R301U
 D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation
 1 ea 1 year parts & labor warranty

- 9 1 ea DRYING RACK UNIT
MAX4-PR48VX4
Metro Model No. MAX4-PR48VX4
MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF
- 10 1 ea MOBILE HEATED CABINET
MTU-12
FWE / Food Warming Equipment Co., Inc. Model No. MTU-12
Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4-1/2" OC, adjustable on 1-1/2" increments, insulated, moisture-temp system, electronic controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, NSF, CE, cULus, IPX4, ENERGY STAR®
1 ea Two year limited parts & one year labor warranty, standard
1 ea 120v/50/60/1-ph, 13.8 amps, 1650 watts, NEMA 5-15P, standard (US)
- 11 1 ea THERMO-KOOL REPLACEMENT REFRIGERATION FOR 52196 SCRG
Thermo-Kool Model No. FREEZER REFRIGERATION SYSTEM
4 HP, Remote Pre Assembled Refrig. System Model RFO400L4SEB 208-230/60/3 Low Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A, Std. Defrost Kit (32.2 MCA, 40 MOPD, 11.9 Compressor RLA) with RL6E105DDASC 208-230/60/1 coil (1.0 fan amps, 9.8 heater amps) with Dual Speed EC motor.
Accessories: 1 ea Suction line components: Sealed Filter. 1 ea 12' drain line heater. 1 ea Factory mounted & wired fused disconnect for single point electrical connection.
Compressor warranty

WOODLAND ELEMENTARY SCHOOL

- 12 2 ea MICROWAVE STEAMER OVEN
NE-3280
Panasonic Model No. NE-3280
PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF
2 ea 3 year parts & labor warranty and 3 year magnetron warranty
2 ea 208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard
- 13 3 ea T-BAR SHELVING
2436TB
New Age Model No. 2436TB
"Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
3 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
4 ea 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
4 ea 0116 Adjustable Foot, 1-5/16" dia., upright

- 14 8 ea HI-TEMP FOOD PAN
10401B13
Carlisle Model No. 10401B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
8 ea 10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 15 4 ea HI-TEMP FOOD PAN
10421B13
Carlisle Model No. 10421B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
4 ea 10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 16 1 ea REACH-IN REFRIGERATOR
CLBM-49R-FS-LR
Traulsen Model No. CLBM-49R-FS-LR
Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self-contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation
1 ea 3 year parts & labor, 5 year compressor, standard
1 ea CLBMACC-7TSU 7 Pairs Universal tray slides
- 17 1 ea CAN OPENER
270/115V
Edlund Model No. 270/115V
Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
1 ea 3 year limited warranty, standard
- 18 1 ea FOOD PROCESSOR, BENCHTOP / COUNTERTOP
R301U
Robot Coupe Model No. R301U
D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation
1 ea 1 year parts & labor warranty

GLENWOOD ELEMENTARY SCHOOL

- 19 1 ea CAN OPENER
270/115V
Edlund Model No. 270/115V
Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
1 ea 3 year limited warranty, standard
- 20 1 ea FOOD PROCESSOR, BENCHTOP / COUNTERTOP
R301U
Robot Coupe Model No. R301U
D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286); (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation
1 ea 1 year parts & labor warranty

WILLOW BROOK ELEMENTARY SCHOOL

- 21 2 ea MICROWAVE STEAMER OVEN
NE-3280
Panasonic Model No. NE-3280
PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF
2 ea 3 year parts & labor warranty and 3 year magnetron warranty
2 ea 208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard
- 22 3 ea T-BAR SHELVING
2436TB
New Age Model No. 2436TB
"Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
3 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
4 ea 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
4 ea 0116 Adjustable Foot, 1-5/16" dia., upright
- 23 8 ea HI-TEMP FOOD PAN
10401B13
Carlisle Model No. 10401B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
8 ea 10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA

- 24 4 ea HI-TEMP FOOD PAN
10421B13
Carlisle Model No. 10421B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
4 ea 10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 25 1 ea CAN OPENER
270/115V
Edlund Model No. 270/115V
Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
1 ea 3 year limited warranty, standard
- 26 1 ea FOOD PROCESSOR, BENCHTOP / COUNTERTOP
R301U
Robot Coupe Model No. R301U
D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation
1 ea 1 year parts & labor warranty

JEFFERSON MIDDLE SCHOOL

- 27 2 ea MICROWAVE STEAMER OVEN
NE-3280
Panasonic Model No. NE-3280
PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF
2 ea 3 year parts & labor warranty and 3 year magnetron warranty
2 ea 208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard
- 28 3 ea T-BAR SHELVING
2436TB
New Age Model No. 2436TB
"Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA
3 ea Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.
4 ea 72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA
4 ea 0116 Adjustable Foot, 1-5/16" dia., upright

- 29 8 ea HI-TEMP FOOD PAN
10401B13
Carlisle Model No. 10401B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
8 ea 10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 30 4 ea HI-TEMP FOOD PAN
10421B13
Carlisle Model No. 10421B13 Packed 6 ea
StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free
4 ea 10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA
- 31 1 ea REACH-IN REFRIGERATOR
CLBM-49R-FS-LR
Traulsen Model No. CLBM-49R-FS-LR
Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self-contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation
1 ea 3 year parts & labor, 5 year compressor, standard
1 ea CLBMACC-7TSU 7 Pairs Universal tray slides
- 32 1 ea CAN OPENER
270/115V
Edlund Model No. 270/115V
Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
1 ea 3 year limited warranty, standard
- 33 1 ea FOOD PROCESSOR, BENCHTOP / COUNTERTOP
R301U
Robot Coupe Model No. R301U
D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation
1 ea 1 year parts & labor warranty
- 34 1 ea DRYING RACK UNIT
MAX4-PR48VX4
Metro Model No. MAX4-PR48VX4

- MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF
- 35 2 ea MOBILE HEATED CABINET
MTU-12
FWE / Food Warming Equipment Co., Inc. Model No. MTU-12
Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4-1/2" OC, adjustable on 1-1/2" increments, insulated, moisture-temp system, electronic controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, NSF, CE, cULus, IPX4, ENERGY STAR®
2 ea Two year limited parts & one year labor warranty, standard
2 ea 120v/50/60/1-ph, 13.8 amps, 1650 watts, NEMA 5-15P, standard (US)
- 36 1 ea TRAY DRYER
PD-100-M
San-Aire Industries Model No. PD-100-M
PowerDry™ Kitchenware Dryer, Electric, lighted on/off rocker switch, (2) 20" x 6" x 3/8" removable aluminum filter, 826 CFM blower, adjustable air distribution louver, stainless steel housing, UL, CUL, NSF
1 ea 120v/60/1, 4.33amps, 500w, cord with NEMA 5-15P
1 ea FLT-BRKT Flight Machine Mounting Bracket

ROBERTSVILLE MIDDLE SCHOOL

- 37 1 ea REACH-IN REFRIGERATOR
CLBM-49R-FS-LR
Traulsen Model No. CLBM-49R-FS-LR
Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self-contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation
1 ea 3 year parts & labor, 5 year compressor, standard
1 ea CLBMACC-7TSU 7 Pairs Universal tray slides
- 38 1 ea CAN OPENER
270/115V
Edlund Model No. 270/115V
Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp
1 ea 3 year limited warranty, standard
- 39 1 ea DRYING RACK UNIT
MAX4-PR48VX4
Metro Model No. MAX4-PR48VX4
MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built

- in Microban® antimicrobial product protection, NSF
- 40 1 ea SERVING COUNTER, COLD FOOD
TCM-74SS
Duke Manufacturing Model No. TCM-74SS
Thurmaduke™ Cold Food Unit, mobile, 74"W x 32"D x 36"H, 16ga stainless steel top, 5" deep stainless steel mechanical assist ice pan, 68" x 20" pan, 1" drain line & valve, 20ga stainless steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 5.15 amps, NEMA 5-15P, cULus, UL EPH Classified
- 1 ea SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)
- 1 ea TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified
- 1 ea SSS Stainless Steel Shelf, in lieu of standard painted steel
- 1 ea SSE Stainless Steel Ends, in lieu of standard painted steel
- 1 ea FL-5 Fluorescent Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph
- 41 1 ea WORK TABLE, STAINLESS STEEL TOP
MSLAG-245-X
Advance Tabco Model No. MSLAG-245-X
Special Value Work Table, 60"W X 24"D, 16 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF
- 1 st TA-25S-4-X Special Value Casters, 5" diameter, set of 4 (2 with brakes) with stainless steel legs for standard working height of 35-1/2"
- 42 2 ea WORK TABLE, STAINLESS STEEL TOP
MSLAG-305C-X
Advance Tabco Model No. MSLAG-305C-X
Special Value Work Table, mobile, 60"W X 30"D, 16 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs, casters NSF

OAK RIDGE HIGH SCHOOL

- 43 1 ea COMPACT PREP TABLE REFRIGERATOR
UST4818-LR
Traulsen Model No. UST4818-LR
Dealer's Choice Mega Top Compact Prep Table Refrigerator with low-profile flat cover, Reach-in, two-section, 48" wide, holds (18) 1/6 pans 4" deep (included), can accommodate up to 6" deep pans, stainless steel exterior top, sides & door with Santoprene® EZ-Clean Gasket, hinged left/right, anodized aluminum interior, galvanized exterior back and bottom, rear mounted, self-contained refrigeration, (4) 4" casters, 1/4 HP, cETLus, NSF
- 1 ea 3 year parts & labor and 5 year compressor warranty, standard
- 1 ea 115v/60/1-ph, 7.5 amps, 8' cord, NEMA 5-15P
- 44 1 ea DISPLAY CASE, REFRIGERATED DELI
GLDSV3R
Structural Concepts Model No. GLDSV3R
Fusion® Refrigerated Service Case, 36-3/4"W x 47-7/8"D x 51-5/8"H, vertical UV bonded lift-up front glass without lock, 40°F or less integrated average product temperature, LED top lights

with frosted lens, acrylic rear sliding doors, remote DX refrigeration, stainless steel rear exterior, cETLus, ETL-Sanitation

1 ea 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard

1 ea NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle

1 ea NOTE: Units must be shimmed during installation to ensure the unit is level and plumb.

1 ea NOTE: 50" Minimum entry door clearance required (without shipping skid)

1 ea Exterior: Powder coated (stock colors, specify RAL#), standard

1 ea Interior: Black powder coated, standard

1 ea Lower front panel: Black powder coated, standard

1 ea Trim: Black, standard

1 ea Base support: Rail system for shims (n/a with self-contained refrigeration), standard

1 ea 1" Boston bumper (specify color), standard

1 ea Left end panel: None (specify per line-up), standard

1 ea Right end panel: None (specify per line-up), standard

1 ea Rear ledge: Sanalite® black, standard

1 ea Scale stand: None, standard

1 ea Upper rear: Acrylic rear sliding doors without lock, standard

1 ea Price tag molding: None, standard

1 ea Lights: LED 3500K with frost lens, standard

1 ea Electrical leads (remote), standard

1 ea Breeze with EnergyWise self-contained refrigeration

1 ea Sensor: None, standard

1 ea Digital fahrenheit thermometer, standard

1 ea Front glass lock

1 ea Rear door lock

45 1 ea GRIDDLE, ELECTRIC, COUNTERTOP

EG-24S

APW Wyott Model No. EG-24S

Workline Griddle, electric, countertop, 24"W x 19-1/2"D cooking surface, 3/4" thick smooth polished steel plate, thermostatic controls, stainless steel front & top skirt, aluminized steel sides & back, 4" adjustable legs, cULus, CE

1 ea 2 year parts & labor warranty, standard

1 ea 208v/60/1-ph, 6.75 kw, 32.5 amps, direct, standard (field convertible to 3-ph)

46 1 kt CLEANING PRODUCTS

GCLG310

Disco, Inc Model No. GCLG310 Packed 1 kt

Liqui-Grill™ Liquid Griddle Cleaning Starter Kit, includes: (10) 3 oz. liquid griddle cleaner packets (GCLG50), (10) griddle pads (GP46), (1) griddle pad holder with white metal handle (GCLPH), (1) griddle squeegee with handle (GCLS) (priced per case, 1 kit per case)

Submission Requirements:

1. A detailed bid form, which includes quantity and unit cost must be included in the bid package. Please include specification sheets on all products/terms.
2. Two full copies of the proposal must be submitted, with original Bid Forms included with each copy.
3. A detailed description of all warranties and support for equipment and software must be included.
4. Any license or renewal costs (if any) shall be included in notes on the Bid Form. Specifically, anticipated annually recurring costs for maintenance, support, and software updates and upgrades, if any, must be listed.
5. A copy of your W-9 should be included with bid documents.
6. Any questions should be directed to Mary Ann Riley via email: orspurchasing@ortn.edu

Functional Equivalents:

Bids for functional equivalents will be accepted.

Schedule:

Sealed bids will be opened at the School Administration Building, 304 New York Avenue, Oak Ridge TN, 37830, at **1:30 PM, July 7, 2022, in the Business Office Conference Room.**

Bidding Procedures

Location: All bids must be submitted to the Oak Ridge Schools Business Department at or before the announced deadline.

Mary Ann Riley,
Purchasing Specialist
Cafeteria Equipment
RFP 23-001
304 New York Ave.
Oak Ridge, TN 37830

Award of Contract: The owner (Oak Ridge Schools) further reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, or conditional bids. Oak Ridge Schools may conduct such investigations, as it deems necessary, to assist in the evaluation of any bid to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors and other persons and organizations to perform the work in accordance with the contract documents to the bidder who does not pass any such evaluation to the owner's satisfaction. The contract shall be awarded to the bidder, whose evaluation by the owner indicates to the owner that the award will be in the best interest of Oak Ridge Schools. The District may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. It is also understood that the "apparent low bidder" will be announced at the bid opening; however the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the owner. Price will be the primary factor when determining the successful bidder assuming all bid specifications are met. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration.

Bid Document: For certain projects the Owner will supply a bid form to be completed by the bidder. When such forms are issued, only bids returned with the proper forms will be accepted. Envelopes must be sealed and marked as a bid document. Any bid may be withdrawn prior to the date and time as set forth in the "bid invitation."

EDGAR Certification: The EDGAR certifications and provisions are required and applied when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

Errors in Bids: When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

Facsimile transmissions: Electronic transmissions will not be accepted, except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

Hold Harmless Agreement: Bidders shall be required to complete the attached Hold Harmless Agreement.

Laws and Regulations: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Legal Issues: Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bids will be denied if these provisions are not included in the contract.

Non-Collusion Affidavit: Bidder shall be required to complete the attached Non-Collusion Affidavit.

Non-Boycott of Israel Affidavit: Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to TCA 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

Payments: Invoices that are submitted by the awarded bidder are required to provide accurate and current addresses.

Payment terms shall be specified in the bid response, including any discounts for early payment. The Oak Ridge Schools Business Department discourages the practice of picking up checks in person, unless there is an emergency situation.

Purchase: No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies or services prior to the issuance of such Purchase Order and Board of Education approval.

Sub-contracts: The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

Subcontractors and employees: If work is to be performed during regular school hours when children are present, the B O E reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

Taxes: Oak Ridge Schools is tax exempt.

Tie Bids: If two or more bidders submit identical bids and is equally qualified; selection shall be made at the discretion of the owner.

Title VI of the Civil Rights Act of 1964: All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

Vendor Indemnify: Oak Ridge Schools will indemnify vendor to the extent Tennessee law allows.

Warranty: The vendor shall provide warranty information on the equipment, components and items bid with the bid submittal.

Bid Form

Owner: Oak Ridge Schools Board of Education
Mary Ann Riley, Purchasing Specialist
School Administration Building
304 New York Ave
Oak Ridge, TN 37830

Project: Cafeteria Equipment
(RFP 23-001)

Opening: **1:30PM EST, July 7, 2022**

Company Name: Douglas Equipment

Address: 301 North St.

Bluefield, WV 24701

Phone Number: 304 - 327 - 0149

Email: kristin@douglasequipment.us

Main Bid: *This Price is to be for the complete package (including any fees/charges), materials, licenses, and labor.*

Bid Amount:

Cafeteria Equipment (all equipment and delivery) \$ 172807.97 Grand Total

Company: Douglas Equipment

Signature: Kristin Gh

Title: Project Manager

Date: 7-6-22

Please attach detailed specifications. ***All shipping is to be included in final price.***

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between Douglas Equipment
Name of Contractor

(Hereinafter Contractor), and Oak Ridge Schools named in this bid.

Contractor agrees that as a condition precedent to "Contractor" being awarded a contract from Oak Ridge Schools, "Contractor" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Contractor's" providing goods or services to Oak Ridge Schools.

Name of Contractor: Douglas Equipment

By: Kristin Collins

Title: Project Manager

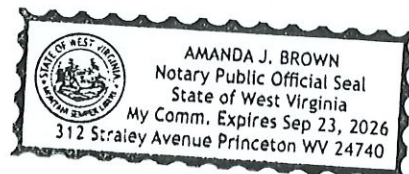
STATE OF WV
County of Mercer

Kristin Collins personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of Douglas Equipment.

Kristin Collins
Signature

Witness by hand and Notaries seal at office this 6 day of July
year of 2022.

Amanda J. Brown
Notary Public



My Commission Expires: 9/23/26

DOUGLAS EQUIPMENT

*Restaurant & Food Store
Equipment*

Quote

07/06/2022

Project:
43980 Oak Ridge Schools, TN

From:
Douglas Equipment
Kristin Collins
301 North St.
Bluefield , WV 24701-4048
304-327-0149
304-327-0149 (Contact)

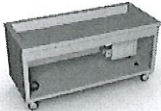
Job Reference Number: 103271


Item	Qty	Description	Sell	Sell Total
1	1 ea	HOT FOOD SERVING COUNTER / TABLE Duke Manufacturing Model No. TEHF-60SS Thurmaduke™ Hot Food Unit, mobile, electric, 60"W x 32"D x 36"H, 16ga stainless steel top, (4) stainless steel heat wells, drains, copper manifolds, (1) valve, thermostats, dish shelf, 20ga stainless steel body & undershelf, 5" swivel casters & brakes, 6 ft cord with plug, cULus, UL EPH Classified (NOTE: Electric values & plug configurations change for 3 phase or when adding electric options - Contact Factory for more info)	\$8,279.27	\$8,279.27
	1 ea	TEHF60-208-1 208v/60/1-ph, 3600 watts, 17.3 amps		
	1 ea	SOLID-HD-4CU Tray Slide, customer's side, 60" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$836.85	\$836.85
	1 ea	TS530-60-1SN Thurmaduke™ Designer Sneeze Guard, 59-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,099.34	\$2,099.34
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$99.19	\$99.19
	1 ea	FL-4 Fluorescent Lights, mounted under shelf, wired to base, for 58-3/8" long models, 120v/60/1-ph	\$974.56	\$974.56
			ITEM TOTAL:	\$12,289.21
2	1 ea	SERVING COUNTER, COLD FOOD	\$10,154.17	\$10,154.17

Initial: _____

Douglas Equipment

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Item	Qty	Description	Sell	Sell Total
		Duke Manufacturing Model No. TCM-74SS Thurmaduke™ Cold Food Unit, mobile, 74"W x 32"D x 36"H, 16ga stainless steel top, 5" deep stainless steel mechanical assist ice pan, 68" x 20" pan, 1" drain line & valve, 20ga stainless steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 5.15 amps, NEMA 5-15P, cULus, UL EPH Classified		
	1 ea	SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$1,043.89	\$1,043.89
	1 ea	TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,689.66	\$2,689.66
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$99.19	\$99.19
	1 ea	FL-5 Fluorescent Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph	\$1,158.49	\$1,158.49
			ITEM TOTAL:	\$15,145.40
3	2 ea	MICROWAVE STEAMER OVEN Panasonic Model No. NE-3280 PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF	\$3,428.10	\$6,856.20
	2 ea	3 year parts & labor warranty and 3 year magnetron warranty		
	2 ea	208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard		
			ITEM TOTAL:	\$6,856.20
4	3 ea	T-BAR SHELIVING New Age Model No. 2436TB "Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA	\$143.53	\$430.59
	3 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.		
	4 ea	72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA	\$23.47	\$93.88
	4 ea	0116 Adjustable Foot, 1-5/16" dia., upright	\$11.34	\$45.36
			ITEM TOTAL:	\$569.83
5	8 ea	HI-TEMP FOOD PAN	\$43.26	\$346.08

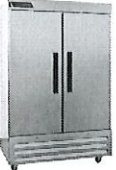
Item	Qty	Description	Sell	Sell Total
		Carlisle Model No. 10401B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free		
	8 ea	10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$28.24	\$225.92
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$581.30
6	4 ea	HI-TEMP FOOD PAN Carlisle Model No. 10421B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$25.43	\$101.72
	4 ea	10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$12.33	\$49.32
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$160.34
7	1 ea	CAN OPENER Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp	\$1,349.44	\$1,349.44
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
8	1 ea	FOOD PROCESSOR, BENCHTOP / COUNTERTOP Robot Coupe Model No. R301U D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation	\$1,542.87	\$1,542.87
	1 ea	1 year parts & labor warranty		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$1,542.87
9	1 ea	DRYING RACK UNIT Metro Model No. MAX4-PR48VX4 MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF	\$1,060.27	\$1,060.27
			ITEM TOTAL:	\$1,060.27
10	1 ea	MOBILE HEATED CABINET FWE / Food Warming Equipment Co., Inc. Model No. MTU-12 Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4-1/2" OC, adjustable on 1-1/2" increments, insulated, moisture-temp system, electronic controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, NSF, CE, cULus, IPX4, ENERGY STAR® 1 ea Two year limited parts & one year labor warranty, standard 1 ea 120v/50/60/1-ph, 13.8 amps, 1650 watts, NEMA 5-15P, standard (US)	\$5,707.95	\$5,707.95
			ITEM TOTAL:	\$5,707.95
11	1 ea	REFRIGERATION Thermo-Kool Model No. CUSTOM 4 HP, Remote Pre Assembled Refrig. System Model RFO400L4SEB 208-230/60/3 Low Temperature, base, weather hood, winter controls, Scroll, Air-cooled, R448A, Std. Defrost Kit (32.2 MCA, 40 MOPD, 11.9 Compressor RLA) with RL6E105DDASC 208-230/60/1 coil (1.0 fan amps, 9.8 heater amps) with Dual Speed EC motor. Accessories: 1 ea 12' drain line heater. 1 ea Factory mounted & wired fused disconnect for single point electrical connection. 1 ea Suction line components: Sealed Filter.	\$14,506.00	\$14,506.00
	1 ea	WARRANTY Compressor Warranty	\$206.00	\$206.00
			ITEM TOTAL:	\$14,712.00
12	2 ea	MICROWAVE STEAMER OVEN Panasonic Model No. NE-3280 PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF 2 ea 3 year parts & labor warranty and 3 year magnetron warranty	\$3,182.10	\$6,364.20

Douglas Equipment

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Item	Qty	Description	Sell	Sell Total
	2 ea	208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard		
			ITEM TOTAL:	\$6,364.20
13	3 ea	T-BAR SHELVING New Age Model No. 2436TB "Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA	\$143.53	\$430.59
				
	3 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.		
	4 ea	72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA	\$23.47	\$93.88
	4 ea	0116 Adjustable Foot, 1-5/16" dia., upright	\$11.34	\$45.36
			ITEM TOTAL:	\$569.83
14	8 ea	HI-TEMP FOOD PAN Carlisle Model No. 10401B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$43.26	\$346.08
				
	8 ea	10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$28.24	\$225.92
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$581.30
15	4 ea	HI-TEMP FOOD PAN Carlisle Model No. 10421B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$25.43	\$101.72
				
	4 ea	10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$12.33	\$49.32
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$160.34
16	1 ea	REACH-IN REFRIGERATOR	\$5,818.94	\$5,818.94

Item	Qty	Description	Sell	Sell Total
		Traulsen Model No. CLBM-49R-FS-LR Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self-contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation		
	1 ea	3 year parts & labor, 5 year compressor, standard		
	7 ea	CLBMACC-7TSU 7 Pairs Universal tray slides	\$34.02	\$238.14
			ITEM TOTAL:	\$6,057.08
17	1 ea	CAN OPENER Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp	\$1,349.44	\$1,349.44
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
18	1 ea	FOOD PROCESSOR, BENCHTOP / COUNTERTOP Robot Coupe Model No. R301U D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation	\$1,542.87	\$1,542.87
	1 ea	1 year parts & labor warranty		
			ITEM TOTAL:	\$1,542.87
19	1 ea	CAN OPENER Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp	\$1,349.44	\$1,349.44
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
20	1 ea	FOOD PROCESSOR, BENCHTOP / COUNTERTOP Robot Coupe Model No. R301U D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation	\$1,542.87	\$1,542.87
	1 ea	1 year parts & labor warranty		
			ITEM TOTAL:	\$1,542.87


Douglas Equipment

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Item	Qty	Description	Sell	Sell Total
	1 ea	1 year parts & labor warranty		
			ITEM TOTAL:	\$1,542.87
21	2 ea	MICROWAVE STEAMER OVEN Panasonic Model No. NE-3280 PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF	\$4,103.18	\$8,206.36
	2 ea	3 year parts & labor warranty and 3 year magnetron warranty		
	2 ea	208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard		
			ITEM TOTAL:	\$8,206.36
22	3 ea	T-BAR SHELVING New Age Model No. 2436TB "Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA	\$143.53	\$430.59
	3 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.		
	4 ea	72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA	\$23.47	\$93.88
	4 ea	0116 Adjustable Foot, 1-5/16" dia., upright	\$11.34	\$45.36
			ITEM TOTAL:	\$569.83
23	8 ea	HI-TEMP FOOD PAN Carlisle Model No. 10401B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$43.26	\$346.08
	8 ea	10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$28.24	\$225.92
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$581.30
24	4 ea	HI-TEMP FOOD PAN	\$25.43	\$101.72




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Item	Qty	Description	Sell	Sell Total
		Carlisle Model No. 10421B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free		
	4 ea	10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$12.33	\$49.32
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$160.34
25	1 ea	CAN OPENER Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp	\$1,349.44	\$1,349.44
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
26	1 ea	FOOD PROCESSOR, BENCHTOP / COUNTERTOP Robot Coupe Model No. R301U D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation	\$1,542.87	\$1,542.87
	1 ea	1 year parts & labor warranty		
			ITEM TOTAL:	\$1,542.87
27	2 ea	MICROWAVE STEAMER OVEN Panasonic Model No. NE-3280 PRO2 Sonic Steamer Microwave Oven, ventless, 3200 Watts, 1.6 cu. ft. capacity, connectionless, rethermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, cULus, NSF	\$4,103.18	\$8,206.36
	2 ea	3 year parts & labor warranty and 3 year magnetron warranty		
	2 ea	208v/60/1-ph, 28.0 amps, NEMA 6-30P, standard		
			ITEM TOTAL:	\$8,206.36
28	3 ea	T-BAR SHELVING	\$143.53	\$430.59

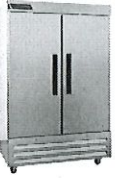
Douglas Equipment

07/06/2022

Item	Qty	Description	Sell	Sell Total
		New Age Model No. 2436TB "Adjust-A-Shelf" T-Bar Series Shelf, 36"W x 24"D, all welded aluminum construction, 1500 lbs. capacity, NSF, Made in USA		
	3 ea	Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects.		
	4 ea	72P Post, 72"H, marked in 2" increments, aluminum finish, NSF, Made in USA	\$23.47	\$93.88
	4 ea	0116 Adjustable Foot, 1-5/16" dia., upright	\$11.34	\$45.36
			ITEM TOTAL:	\$569.83
29	8 ea	HI-TEMP FOOD PAN Carlisle Model No. 10401B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/1 full size, 12.7 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$43.26	\$346.08
				
	8 ea	10410U13 StorPlus™ High Heat Universal Lid, for 1/1 full-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$28.24	\$225.92
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$581.30
30	4 ea	HI-TEMP FOOD PAN Carlisle Model No. 10421B13 Packed 6 ea StorPlus™ High Heat Hot Food Pan, 1/2 size, 5.5 qt. capacity, 4" deep, easy-lift notch, capacity indicators, reinforced corners, chip/crack resistant, temperature range: -40° to 380°F, stackable, dishwasher safe, textured non-slip finish, polyether sulfone, amber, NSF, Made in USA, BPA free	\$25.43	\$101.72
				
	4 ea	10430U13 StorPlus™ High Heat Universal Lid, for 1/2-size food pan, handled, solid, stackable, temperature range: -40° to 380°F, dishwasher safe, textured non-slip finish, polyether sulfone, amber, BPA free, NSF, Made in USA	\$12.33	\$49.32
	1 ea	BROKEN CASE FEE Broken Case Fee \$10 per broken case	\$9.30	\$9.30
			ITEM TOTAL:	\$160.34
31	1 ea	REACH-IN REFRIGERATOR	\$5,818.94	\$5,818.94

Douglas Equipment

07/06/2022

Item	Qty	Description	Sell	Sell Total
		Traulsen Model No. CLBM-49R-FS-LR Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self-contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation		
	1 ea	3 year parts & labor, 5 year compressor, standard		
			ITEM TOTAL:	\$5,818.94
32	1 ea	CAN OPENER Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp	\$1,349.44	\$1,349.44
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
33	1 ea	FOOD PROCESSOR, BENCHTOP / COUNTERTOP Robot Coupe Model No. R301U D Series Combination Food Processor, 3.7 liter stainless steel bowl with handle, continuous feed kit with kidney shaped & cylindrical shaped hoppers, includes: (1) "S" blade (27286), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 9.0 amps, 1-1/2 HP, NEMA 5-15P, cETLus, ETL-Sanitation	\$1,542.87	\$1,542.87
	1 ea	1 year parts & labor warranty		
			ITEM TOTAL:	\$1,542.87
34	1 ea	DRYING RACK UNIT Metro Model No. MAX4-PR48VX4 MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF	\$1,060.27	\$1,060.27
			ITEM TOTAL:	\$1,060.27
35	2 ea	MOBILE HEATED CABINET FWE / Food Warming Equipment Co., Inc. Model No. MTU-12 Heated Cabinet, mobile, (12) pair universal tray slides, (12) 18" x 26" or (24) 12" x 20" pan capacity 4-1/2" OC, adjustable on 1-1/2" increments, insulated, moisture-temp system, electronic controls, insulated, removable water reservoir, (1) flush mounted door, stainless steel interior & exterior, 5" casters (2) rigid & (2) swivel with brakes, NSF, CE, cULus, IPX4, ENERGY STAR®	\$5,600.77	\$11,201.54
	2 ea	Two year limited parts & one year labor warranty, standard		


Douglas Equipment

07/06/2022

Item	Qty	Description	Sell	Sell Total
	2 ea	120v/50/60/1-ph, 13.8 amps, 1650 watts, NEMA 5-15P, standard (US)		
			ITEM TOTAL:	\$11,201.54
36	1 ea	TRAY DRYER	\$3,340.76	\$3,340.76
		San-Aire Industries Model No. PD-100-M PowerDry™ Kitchenware Dryer, Electric, lighted on/off rocker switch, (2) 20" x 6" x 3/8" removable aluminum filter, 826 CFM blower, adjustable air distribution louver, stainless steel housing, UL, CUL, NSF		
	1 ea	120v/60/1, 4.33amps, 500w, cord with NEMA 5-15P		
	1 ea	FLT-BRKT Flight Machine Mounting Bracket	\$775.75	\$775.75
			ITEM TOTAL:	\$4,116.51
37	1 ea	REACH-IN REFRIGERATOR	\$5,818.94	\$5,818.94
		Traulsen Model No. CLBM-49R-FS-LR Centerline™ Refrigerator, Reach-in, two-section, 45.88 cu. ft., self- contained bottom mount refrigeration, (1) left hinged/(1) right hinged full-height solid doors, electronic control with LED display, (3) epoxy coated shelves per section, stainless steel front, anodized aluminum sides and interior, (4) casters, R450A refrigerant, 1/2 HP, 115v/60/1-ph, 6.7 amps, NEMA 5-15P plug, cETLus, ETL-Sanitation		
	1 ea	3 year parts & labor, 5 year compressor, standard		
	7 ea	CLBMACC-7TSU 7 Pairs Universal tray slides	\$34.02	\$238.14
			ITEM TOTAL:	\$6,057.08
38	1 ea	CAN OPENER	\$1,349.44	\$1,349.44
		Edlund Model No. 270/115V Can Opener, electric, for heavy volume, 2-speed motor, knife and gear assemblies that are removable for cleaning, recommended for up to 200 cans per day, cULus, CE, NSF certified, 115v/60/1-ph, 1.5 amp		
	1 ea	3 year limited warranty, standard		
			ITEM TOTAL:	\$1,349.44
39	1 ea	DRYING RACK UNIT	\$1,060.27	\$1,060.27
		Metro Model No. MAX4-PR48VX4 MetroMax® 4 Mobile Drying Rack Unit, 48"W x 24"D x 68"H, 4-tier, for trays/cutting boards/sheet pans & steam pans, includes: (4) open shelf frames, (4) 63" mobile posts, (2) cutting board/tray drying racks, (2) pan racks, (4) polymer swivel casters (2 with brakes), built in Microban® antimicrobial product protection, NSF		
			ITEM TOTAL:	\$1,060.27
40	1 ea	SERVING COUNTER, COLD FOOD	\$9,512.07	\$9,512.07


Douglas Equipment

07/06/2022

Item	Qty	Description	Sell	Sell Total
		Duke Manufacturing Model No. TCM-74SS Thurmaduke™ Cold Food Unit, mobile, 74"W x 32"D x 36"H, 16ga stainless steel top, 5" deep stainless steel mechanical assist ice pan, 68" x 20" pan, 1" drain line & valve, 20ga stainless steel body & undershelf, 5" dia. swivel casters & brakes, R448a, 120v/60/1-ph, 5.15 amps, NEMA 5-15P, cULus, UL EPH Classified		
	1 ea	SOLID-HD-5CU Tray Slide, customer's side, 74" W x 12-1/4" D, solid stainless steel, on hinged brackets, with (2) 1/8" die-formed rubbing tracks, & mounted 34" high (specify any special height)	\$975.60	\$975.60
	1 ea	TS530-74-1SN Thurmaduke™ Designer Sneeze Guard, 73-3/4"W x 13"D x 18"H, single service buffet style, flip-up acrylic, painted end panels, 13" wide shelf & 1/4" acrylic end guards, cULus, UL EPH Classified	\$2,513.70	\$2,513.70
	1 ea	SSS Stainless Steel Shelf, in lieu of standard painted steel		
	1 ea	SSE Stainless Steel Ends, in lieu of standard painted steel	\$92.70	\$92.70
	1 ea	FL-5 Fluorescent Lights, mounted under shelf, wired to base, for 72-1/2" long models, 120v/60/1-ph	\$1,082.70	\$1,082.70
			ITEM TOTAL:	\$14,176.77
41	1 ea	WORK TABLE, STAINLESS STEEL TOP Advance Tabco Model No. MSLAG-245-X Special Value Work Table, 60"W X 24"D, 16 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF	\$804.76	\$804.76
	1 st	TA-25S-4-X Special Value Casters, 5" diameter, set of 4 (2 with brakes) with stainless steel legs for standard working height of 35-1/2"	\$199.68	\$199.68
			ITEM TOTAL:	\$1,004.44
42	2 ea	WORK TABLE, STAINLESS STEEL TOP Advance Tabco Model No. MSLAG-305C-X Special Value Work Table, mobile, 60"W X 30"D, 16 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs, casters NSF	\$898.22	\$1,796.44
			ITEM TOTAL:	\$1,796.44
43	1 ea	COMPACT PREP TABLE REFRIGERATOR Traulsen Model No. UST4818-LR Dealer's Choice Mega Top Compact Prep Table Refrigerator with low-profile flat cover, Reach-in, two-section, 48" wide, holds (18) 1/6 pans 4" deep (included), can accommodate up to 6" deep pans, stainless steel exterior top, sides & door with Santoprene® EZ-Clean Gasket, hinged left/right, anodized aluminum interior, galvanized exterior back and bottom, rear mounted, self-contained refrigeration, (4) 4" casters, 1/4 HP, cETLus, NSF	\$6,296.36	\$6,296.36
	1 ea	3 year parts & labor and 5 year compressor warranty, standard		

Item	Qty	Description	Sell	Sell Total
	1 ea	115v/60/1-ph, 7.5 amps, 8' cord, NEMA 5-15P		
			ITEM TOTAL:	\$6,296.36
44	1 ea	DISPLAY CASE, REFRIGERATED DELI Structural Concepts Model No. GLDSV3R Fusion® Refrigerated Service Case, 36-3/4"W x 47-7/8"D x 51-5/8"H, vertical UV bonded lift-up front glass without lock, 40°F or less integrated average product temperature, LED top lights with frosted lens, acrylic rear sliding doors, remote DX refrigeration, stainless steel rear exterior, cETLus, ETL-Sanitation	\$10,040.92	\$10,040.92
	1 ea	1 yr. parts & labor warranty, 5 yr. compressor warranty, standard		
	1 ea	NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle		
	1 ea	NOTE: Units must be shimmed during installation to ensure the unit is level and plumb.		
	1 ea	NOTE: 50" Minimum entry door clearance required (without shipping skid)		
	1 ea	Exterior: Powder coated (stock colors, specify RAL#), standard		
	1 ea	Interior: Black powder coated, standard		
	1 ea	Lower front panel: Black powder coated, standard		
	1 ea	Trim: Black, standard		
	1 ea	Base support: Rail system for shims (remote), standard		
	1 ea	1" Boston bumper (specify color), standard		
	1 ea	Bumper note: Standard Boston colors Black, Silver Gray & Cool Gray		
	1 ea	Left end bumper: None, standard		
	1 ea	Right end bumper: None, standard		
	1 ea	Left end panel: None (specify per line-up), standard		
	1 ea	Right end panel: None (specify per line-up), standard		
	1 ea	Rear ledge: Sanalite® black, standard		
	1 ea	Scale stand: None, standard		
	1 ea	Upper rear: Acrylic rear sliding doors without lock, standard		
	1 ea	Price tag molding: None, standard		
	1 ea	Lights: LED 3500K with frost lens, standard		
	1 ea	Electrical connect: Electrical leads (remote), standard		
	1 ea	Breeze with EnergyWise self-contained refrigeration	\$2,146.08	\$2,146.08
	1 ea	Sensor: None, standard		
	1 ea	Digital fahrenheit thermometer, standard		
	1 ea	Front glass lock	\$50.00	\$50.00
	1 ea	Rear door lock	\$50.00	\$50.00
			ITEM TOTAL:	\$12,287.00
45	1 ea	GRIDDLE, ELECTRIC, COUNTERTOP	\$2,204.14	\$2,204.14



Item	Qty	Description	Sell	Sell Total
		APW Wyott Model No. EG-24S Workline Griddle, electric, countertop, 24"W x 19-1/2"D cooking surface, 3/4" thick smooth polished steel plate, thermostatic controls, stainless steel front & top skirt, aluminized steel sides & back, 4" adjustable legs, cULus, CE		
	1 ea	2 year parts & labor warranty, standard		
	1 ea	208v/60/1-ph, 6.75 kw, 32.5 amps, direct, standard (field convertible to 3-ph)		
			ITEM TOTAL:	\$2,204.14
46	1 kt	CLEANING PRODUCTS Disco, Inc Model No. GCLG310 Packed 1 kt Liqui-Grill™ Liquid Griddle Cleaning Starter Kit, includes: (10) 3 oz. liquid griddle cleaner packets (GCLG50), (10) griddle pads (GP46), (1) griddle pad holder with white metal handle (GCLPH), (1) griddle squeegee with handle (GCLS) (priced per case, 1 kit per case)	\$66.31	\$66.31
	1 kt	Special pricing available, contact factory for details and NET discounts		
			ITEM TOTAL:	\$66.31
			Total	\$172,807.97

-Freight included in unit pricing
 -Installation NOT REQUESTED; Therefore NOT included
 -Pricing valid for 45 days

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$172,807.97

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY DESIGN-BUILDER

State of WV

County of Mercer

Kristin Collins, being first duly sworn, deposes and says that he or she is of the party making the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the bidder an advantage over any other bidder; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

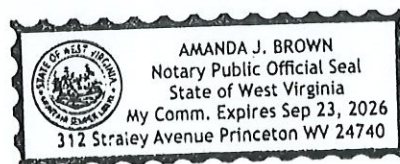
Subscribed and sworn to (or affirmed) before me this 6th day

of July, 2022.

Kristin Collins
Signature of Officer

Amanda J. Brown
Notary Signature

Kristin Collins
Typed Name of Officer



Douglas Equipment
Office

Notary Seal

WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to Tennessee Code Annotated § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, Tennessee Code Annotated § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Kristin Collins
Signature

7-6-22
Date

Kristin Collins
Printed Name

Project Manager
Title

DOUGLAS FOOD STORES INC.
Name of Firm/Company

*https://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Annotation_12-12-106._Iran_Divestment_Act-July.pdf

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Oak Ridge Schools is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Oak Ridge Schools along with your proposal.

The following certifications and provisions are required and apply when Oak Ridge Schools expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES YLC Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Oak Ridge Schools expends federal funds, Oak Ridge Schools reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Oak Ridge Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Oak Ridge Schools believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Oak Ridge Schools reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

Does Vendor agree? YES YLC Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when Oak Ridge Schools expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES YLC Initials of Authorized Representative of Vendor

(D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Oak Ridge Schools expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

(E) 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 CFR Part 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.

Pursuant to Federal Rule (E) above, when SAISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- (1) Pursuant to Federal Rule (I) above, when federal funds are expended by Oak Ridge Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by Oak Ridge Schools resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
- (2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (3) If any funds other than Federal 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 Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

**EMPLOYMENT VERIFICATION
FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does vendor agree? YES KLC Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Oak Ridge Schools for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS**

When federal funds are expended by Oak Ridge Schools, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Oak Ridge Schools expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS — 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the 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.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

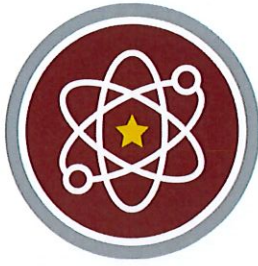
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES KLC Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name: Douglas Food Stores Inc.
Authorized Signature: Kristin Collins
Printed Name: Kristin Collins
Title: Project Manager
Date: 7-6-22
Address: 301 North St.
City, State, Zip Code: Bluefield WV 24701
Phone #: 304-321-0149
Fax #:
Email Address: Kristin@dougleasequipment.us
Corporate/Company Website: www.dougleasequipment.us
DUNS #: 148178411
CAGE #: 03NB2
Oak Ridge Schools RFP#: 23-001



Oak Ridge

SCHOOLS

Maintenance and Operations

DATE: July 15, 2022

TO: Bruce Lay, Executive Director of School Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Board Approval of Home Depot Purchase Order

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve a purchase order in the amount of \$50,000.00 for incidental purchases at Home Depot for FY 2022. Over the course of the year, Maintenance and Operations will utilize supplies and materials from Home Depot in excess of \$25,000.00 on multiple individual purchases for a variety of maintenance work orders. Single purchases typically are less than \$2,500.00, but collectively will exceed \$25,000.00 from this single vendor. I am requesting that the blanket purchase order be approved to expedite maintenance activities and comply with board purchasing policies. Home Depot is currently the only local vendor that stocks the variety of materials needed to perform daily maintenance activities and is a member of the US Communities buying cooperative, which provides a prequalified pricing structure for district purchases. Other vendors that may carry the needed items at a competitive price would require additional travel time, labor costs, and a delay of completing repairs.

Thank you for your consideration,

Allen Thacker

Supervisor of Maintenance and Operations

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu



Oak Ridge

SCHOOLS

Maintenance and Operations

DATE: July 15, 2022

TO: Bruce Lay, Executive Director of Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Purchase of Video Scoreboard for Ben Martin Track

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the contract with Daktronics inc. of Brookings, SD in the amount of \$197,466.69 for the purchase and installation of a video scoreboard for Ben Martin Track. The contract will be based on a Sourcewell buying cooperative contract #050819. An initial down payment of 30% or \$59,240.00 is required to process our order and start production of the board. Final installation and payment will be in late February. Early placement of the order is necessary to have the system operational for spring track season.

Funding is from a contingency line set up earlier for the track scoreboard project with remaining funds to be allocated later in the year.

Thank you,

Allen Thacker

Supervisor of Maintenance and Operations.

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you, Allen Thacker, for choosing Daktronics.

The following items are required to process your order:

- Please verify that this equipment fulfills your project needs**
- Signed Quote**
- Validate and complete Project Site Information page, return with order**
Help ensure Daktronics shipping, invoicing, and service locations are accurate.
- Payment & Invoicing** – Please provide 30% down payment. Contact your sales team for payment options. Invoice available by request.

You may submit your order to your sales team via the following methods.

<p>Email: Attention: Jonathon.Fremming – Jonathon.Fremming@daktronics.com Kathy Herold – Kathy.Herold@daktronics.com</p>	<p>Mail: Daktronics, Inc Attn: Kathy Herold PO Box 5128 Brookings, SD 57006</p>
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After your order has been placed:

- Freight Unloading Guidelines** – Shipping to site via Independent Carrier (flatbed trailer). Crane or telehandler required for unloading.
- Logos, Graphics or Sponsor Advertisements** – [vector files](#) must be submitted with your order documents, not to exceed 1 week of order placement. Once artwork is received, you will be sent a final layout requesting your approval before production. If artwork is not received, the panels will be painted the same as display and shipped blank.

DAKTRONICS QUOTE # 774897-1-4

OAK RIDGE HIGH SCHOOL TN
 Allen Thacker
 1450 Oak Ridge Tpke
 Oak Ridge, TN USA 37830
 Phone:
 Fax:
 Email: rathacker@ortn.edu

1/Jun/2022
 Quote valid for: 90 days
 Terms: 30% with the order, 60% Payment
 before shipment, 10% Net 30 days from
 shipment
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: Ben Martin Track Videoboard – Sourcewell Contract #050819-DAK

Item No.	Model	Description	Qty	Price
1	LVX-2160-264X480-15HD-MR-LT-25, 13.2' x 0.5' Side Borders	Daktronics Live Video Display Matrix: 264 lines by 480 columns Line Spacing: 15mm LED Color: RGB- - 281 Trillion Colors Cabinet Dimensions: 13' 3" H X 25' 0" W X 0' 11" D (Approx. Dimensions) Max Power: 14025 watts/display Weight: Unpackaged 3590 lbs per display; Packaged 4315 lbs per display	1	\$132,477.69
	Control-1 video input (Primary Player & Processor Only) w/ Laptop	Standard Definition or High Definition (1080p); 1 video input	1	
	Standard Video All Sport® RTD Input Kit	Displays Game-In-Progress Information	1	
	W-2121	Fiber Optic Cable; 50 µm Multimode; 4 Fiber with non-terminated ends	1000	
	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	
	Additional Mounting Hardware - LVX, DVXMC	Enough parts for 1 section – 2 pole application; Increase quantity as necessary for additional sections/poles	4	
	Daktronics System Installation Drawings >100	Attachment support system drawings	1	
	Daktronics System Electrical Drawings >100	Power and control system drawings	1	
2	DA-1008-25 for SS500HD/SS1500HD with Non-Backlit Lettering and Screen Backing	Arch Truss; Alum, 3ft tall x 8ft 6in long @2 w/ 50% Non-Backlit Lettering/Logo & Screen Backing. Cabinet Dimensions: 3' 0" H X 8' 6" W X 0' 3" D (Approx. Dimensions) Weight: Unpackaged 265 lbs per display; Packaged 525 lbs per display	1	\$4,298.00
3	Outdoor Non-Backlit 3' 0" x 25' 0" Horizontal	Ad Panel, Above or Below Display Cabinet Dimensions: 3' 0" H X 25' 0" W X 0' 8" D Weight: Packaged 240 lbs per display	1	\$2,132.00



DAKTRONICS QUOTE # 774897-1-4

4	SS500HD Dual Coverage	Sportsound 500HD Sound Cabinet, Dual Coverage, *BLACK*, Mesh Color: Medium Gray (71394)	1	\$26,504.00
	SSR-100-NW	Sportsound Rack 100 that includes: 10Ch analog mixer and input/output panel for easy plug and play operation, XLR cables, and Laptop/MP3 interface unit. SSR-100 can use up to 2 wireless components (wireless components sold separately).	1	
	Wireless Microphone Handheld Package	Wireless microphone handheld package includes: wireless receiver, handheld transmitter w/ SM58 mic, power supply, 1/2 wave antennas, rack mount kit, zippered accessory bag, and AA alkaline batteries	1	
	Daktronics Announcer's Interface (Headset Version)	Daktronics Announcer's Interface kit to include: Announcer's push to talk Interface, 15' interface cable, power supply, and single muff headset used by sports announcers.	1	
	Fiber Conversion Box w/ Analog Backup	Fiber conversion box converts the analog audio signal from the source equipment into fiber optic signal to the sound system. Box includes analog backup switch.	1	
	W-1615	Cable, Audio Signal, 1 pair shielded 22 AWG, 1000' spool	1000	
	Spare Parts Kit; SS500HD	Spare Parts Kit for Sportsound 500HD system. Includes (1) Amplifier, (1) LF Speaker, (2) MF Speakers, (2) HF Speakers	1	
	Labor; Field Technician, Audio System	Regional Field Service Technician Labor which includes final termination of audio cables, audio system commissioning, and customer operation training	1	
5	Physical Installation	See attachment A.	1	\$27,770.00
6	FREIGHT	Shipping to site via Independent Carrier (flatbed trailer). Crane or telehandler required for unloading.	1	\$4,285.00
Services				
7	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	
	G1C1-W	One Year Warranty - Parts Coverage - G1G1 - Audio	1	
	On-site Labor	One Year Extended Service for on-site labor coverage	1	
	Standard Video with SCS One-on-One Webinar Training		1	
	Team Spirit Vol.1 Animations Starter Package	Personalized Package - Your School Colors, Mascot/Logo - 20 Pre-Selected Popular/Essential Animations Included	1	

DAKTRONICS QUOTE # 774897-1-4

Total Price Including Applicable Tax:

\$197,466.69

Please reference listed sales literature: DD1569120 for On-site Labor, DD1628383 for G5C5-W, DD1752418 for SS500HD Dual Coverage, DD1792826 for DA-1008-25 for SS500HD/SS1500HD with Non-Backlit Lettering and Screen Backing, DD1923154 for Control-1 video input (Primary Player & Processor Only) w/ Laptop, DD1936413 for Standard Video All Sport® RTD Input Kit, DD2557627 for Daktronics Announcer's Interface (Headset Version), DD2629816 for SSR-100-NW, DD2631088 for Fiber Conversion Box w/ Analog Backup, DD3872864 for LVX-2160-264X480-15HD-MR-LT-25, 13.2' x 0.5' Side Borders, SL-02374 for G1C1-W, SL-03991 for AS-5010 Kit

Please reference listed shop drawings: DD2254247 for Fiber Conversion Box w/ Analog Backup, DWG-01143675 for SSR-100-NW, DWG-969776 for SS500HD Dual Coverage

DAKTRONICS QUOTE # 774897-1-4

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|-----------------------|
| - Power | - Hoist |
| - Engineering Certification | - Signal Conduit |
| - Labor to Pull Signal Cable | - Applicable Permits |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 774897-1 Rev 4 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

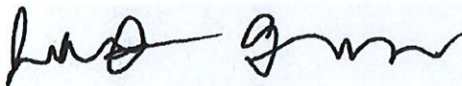
Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

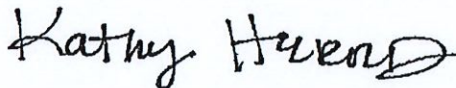
Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.



Jonathon Fremming
PHONE: 629-215-9333
FAX:
EMAIL: Jonathon.Fremming@daktronics.com



Kathy Herold
PHONE: 605-692-0200
FAX: 605-692-0381
EMAIL: Kathy.Herold@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title

PROJECT SITE INFORMATION – REQUIRED TO PLACE YOUR ORDER

This document is for order processing purposes only and is not intended to be part of the Agreement

Daktronics Quote # 774897-1-4

Purchase Order Information:

PO# _____ PO Date _____

Purchaser (Bill To) hereby confirms that the equipment is to be delivered to (Ship To) and may be installed by Purchases or Daktronics, as indicated elsewhere herein, at the address (Installation Location) indicated below unless otherwise specified.

<p>SHIP TO: (delivery location)</p> <p>Company: <u>Oak Ridge HS</u></p> <p>Contact: <u>Allen Thacker</u></p> <p>Street Address: <u>1450 Oak Ridge Tpke</u></p> <p>City: <u>Oak Ridge</u></p> <p>State: <u>TN</u> Zip: <u>37830</u></p> <p>Telephone: _____</p> <p>Email: (for shipping notification) <u>rathacker@ortn.edu</u></p> <p>Additional Email: (for shipping notification) _____</p>	<p>INSTALLATION LOCATION: (end user) ID# _____</p> <p>Company: <u>Oak Ridge HS</u></p> <p>Contact: <u>Allen Thacker</u></p> <p>Street Address: <u>1450 Oak Ridge Tpke</u></p> <p>City: <u>Oak Ridge</u></p> <p>State: <u>TN</u> Zip: <u>37830</u></p> <p>Telephone: _____</p> <p>Email: (for order acknowledgement) <u>rathacker@ortn.edu</u></p> <p>Training Contact & Email: (if applicable) _____</p>
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<p>BILL TO: (receive and pay invoices)</p> <p>Company: <u>Oak Ridge HS</u></p> <p>Contact: <u>Allen Thacker</u></p> <p>Street Address: <u>1450 Oak Ridge Tpke</u></p> <p>City: <u>Oak Ridge</u></p> <p>State: <u>TN</u> Zip: <u>37830</u></p> <p>Telephone: _____</p> <p>Email: <u>rathacker@ortn.edu</u></p>	<p>ID# _____</p>
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<p>***LOGO & AD COPY APPROVAL*** (if applicable)</p> <p>Name: <u>Allen Thacker</u></p> <p>Email: <u>rathacker@ortn.edu</u></p>

****Logos, Graphics, or Sponsor Advertisements****

Vector files must be submitted with your order documents, not to exceed 1 week of order placement. If artwork is no received, the panels will be painted the same as your scoreboard or display and shipped blank.



DAKTRONICS QUOTE # 774897-1-4 MAIN ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

- 1) Secure necessary sign permits, as required.
- 2) Secure necessary construction permits, as required.
- 3) Mark location of the new Equipment as delineated in the quote.
- 4) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work.
- 5) Remove and dispose of all existing equipment, structure, and sub-structure prior to Daktronics commencing on-site work.

Structures

- 1) Excavation of TBD foundation(s) including spoils removal. Placement and finishing of concrete for foundations.
- 2) Steel fabrication and erection of structural columns.
- 3) Paint new support structure provided in this quotation.

Electrical & Data

- 1) Provide primary power feed five (5) feet off grade on structure in the form of transformer and electrical disconnect/distribution panel, as applicable, with over current protection per all applicable electrical codes and regulations.
- 2) Provide secondary power conduits, power cable and power hook-up from five (5) feet off grade on structure to all Daktronics supplied load centers/termination panel at/within the Equipment.
- 3) Provide and install signal cable conduit, with pull string, from control location to each outdoor Equipment location to five (5) feet off grade on structure.
- 4) Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to each outdoor Equipment signal termination point.
- 5) Labor to pull all new signal cable (and remove existing cable, if required).

Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation.
- 2) Provide high speed internet connection to control room equipment.
- 3) Required power outlets on clean dedicated circuit(s) for all control equipment.

DAKTRONICS RESPONSIBILITIES

General

- 1) Not applicable

Structures

- 1) Not applicable

Electrical & Data

- 1) Not applicable

Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
- 2) Lift and mount Equipment listed in this quotation.

QUALIFICATIONS/CLARIFICATIONS

- 1) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included.
- 2) **Control Room Climate:** Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
- 3) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.

DAKTRONICS QUOTE # 774897-1-4 MAIN ATTACHMENT A

- 4) **Building Penetrations:** Customer to provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless bridge and/or scoring console radio transmitter components at the control location. Mount Daktronics provided wireless bridge and/or scoring console radio transmitter components to the building in accordance with manufacturers recommendations. Building penetration location shall provide clear line-of-sight to the Equipment. Provide all conduit, with pull string, from control location equipment to the building penetration location.
- 5) **Damages and Wages:** Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing.
- 6) **Exterior Equipment:** The bottom of the Equipment will be placed at an elevation of ten (10) feet above grade.
- 7) **Crane/Lift Location:** Install price is based on the crane and lift being placed in the parking lot north of the track/field (approximately 60' away) for installing the Equipment. Direct access to structure location prior to track surface being placed is expected for the structure install.
- 8) **Equipment & Install Purchases:** The Equipment purchase and Equipment installation from this quote (774897) is being split from the install price shown on Daktronics quote 779387 to align with the budget timeframes of the Customer. If Customer does not purchase the Equipment and install from quote 774897 prior to its expiration, prices are subject to change. Some of the items listed above may be changed from Customer responsibility to Daktronics responsibility with the Equipment purchase from quote 779387. The install price on quote 779387 is for an Equipment shape of 19.2'H x 25'W.
- 9) **Install Price & Access:** The install price is based on the installer being able to drive a 20,000 lb. light duty truck lift onto the track surface. If this truck is NOT able to drive onto the track, an install increase of \$13,200 will apply to have the install of the product from the north side of the creek. This will require the crane to be installed into the correct position with a heavy wrecker and when the job is finished, the wrecker will pull the crane out of the position.

DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Daktronics with respect to the Equipment. By accepting delivery of the Equipment, Purchaser and End User agree to be bound by and accept these terms and conditions. Unless otherwise defined herein, all terms within the Warranty shall have the same meaning and definition as provided elsewhere in the Agreement.

DAKTRONICS WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE EQUIPMENT

1. Warranty Coverage.

- A. Daktronics warrants to the original end user (the "End User", which may also be the Purchaser) that the Equipment will be free from Defects (as defined below) in materials and workmanship for a period of one (1) year (the "Warranty Period"). The Warranty Period shall commence on the earlier of: (i) four weeks from the date that the Equipment leaves Daktronics' facility; or (ii) Substantial Completion as defined herein. The Warranty Period shall expire on the first anniversary of the commencement date.

"Substantial Completion" means the operational availability of the Equipment to the End User in accordance with the Equipment's specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment
- B. Daktronics' obligation under this Warranty is limited to, at Daktronics' option, replacing or repairing, any Equipment or part thereof that is found by Daktronics not to conform to the Equipment's specifications. Unless otherwise directed by Daktronics, any defective part or component shall be returned to Daktronics for repair or replacement. This Warranty does not include on-site labor charges to remove or install these components. Daktronics may, at its option, provide on-site warranty service. Daktronics shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours. Regular working hours are Monday through Friday between 8:00 a.m. and 5:00 p.m. at the location where labor is performed, excluding any holidays observed by Daktronics.
- C. Daktronics shall pay ground transportation charges for the return of any defective component of the Equipment. All such items shall be shipped by End User DDP Daktronics designated facility per Incoterms® 2020. If returned Equipment is repaired or replaced under the terms of this Warranty, Daktronics will prepay ground transportation charges back to End User and shall ship such items DDP End User's designated facility per Incoterms® 2020; otherwise, End User shall pay transportation charges to return the Equipment back to the End User and such Equipment shall be shipped Ex Works Daktronics designated facility per Incoterms® 2020. All returns must be pre-approved by Daktronics before shipment. Daktronics shall not be obligated to pay freight for any unapproved return. End User shall pay any upgraded or expedited transportation charges
- D. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from the Seller does not extend the Warranty Period.
- E. Defects shall be defined as follows. With regard to the Equipment (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. Unless otherwise expressly provided, this Warranty does not impose any duty or liability upon Daktronics for partial LED pixel degradation. Notwithstanding the foregoing, in no event does this Warranty include LED pixel degradation caused by UV light. This Warranty does not provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OR QUALITY OF DATA. OTHER ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DAKTRONICS, ITS AGENTS OR EMPLOYEES, SHALL NOT CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. Exclusion from Warranty Coverage

This Warranty does not impose any duty or liability upon Daktronics for any:

- A. damage occurring at any time, during shipment of Equipment unless otherwise provided for in the Agreement. When returning Equipment to Daktronics for repair or replacement, End User assumes all risk of loss or damage, agrees to use any shipping containers that might be provided by Daktronics, and to ship the Equipment in the manner prescribed by Daktronics;
- B. damage caused by: (i) the improper handling, installation, adjustment, use, repair, or service of the Equipment, or (ii) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes;



DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections, provided that such damage is not caused by personnel of Daktronics or its authorized repair agents;

- C. damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse; (ii) improper power including, without limitation, a failure or sudden surge of electrical power; (iii) improper air conditioning, humidity control, or other environmental conditions outside of the Equipment's technical specifications such as extreme temperatures, corrosives and metallic pollutants; or (iv) any other cause other than ordinary use;
- D. damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance, or any other cause beyond Daktronics' reasonable control;
- E. failure to adjust, repair or replace any item of Equipment if it would be impractical for Daktronics personnel to do so because of connection of the Equipment by mechanical or electrical means to another device not supplied by Daktronics, or the existence of general environmental conditions at the site that pose a danger to Daktronics personnel;
- F. statements made about the product by any salesperson, dealer, distributor or agent, unless such statements are in a written document signed by an officer of Daktronics. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by End User and are not part of the contract of sale;
- G. damage arising from the use of Daktronics products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by Daktronics;
- H. replenishment of spare parts. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment, and as such, the replenishment of the spare parts package is not included in the scope of this Warranty;
- I. security or functionality of the End User's network or systems, or anti-virus software updates;
- J. performance of preventive maintenance;
- K. third-party systems and other ancillary equipment, including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, batteries and LCD screens;
- L. incorporation of accessories, attachments, software or other devices not furnished by Daktronics; or
- M. paint or refinishing the Equipment or furnishing material for this purpose.

3. Limitation of Liability

- A. Daktronics shall be under no obligation to furnish continued service under this Warranty if alterations are made to the Equipment without the prior written approval of Daktronics.
- ~~B. It is specifically agreed that the price of the Equipment is based upon the following limitation of liability. In no event shall Daktronics (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any claims asserting or based on (a) loss of use of the facility or equipment; lost business, revenues, or profits; loss of goodwill; failure or increased cost of operations; loss, damage or corruption of data; loss resulting from system or service failure, malfunction, incompatibility, or breaches in system security; or (b) any special, consequential, incidental or exemplary damages arising out of or in any way connected with the Equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment, down time, injury to property or any damages or sums paid to third parties, even if Daktronics has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort or statutory duty, principles of indemnity or contribution, or otherwise~~
- ~~C. In no event shall Daktronics be liable for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the Purchase Price of the Equipment. The End User's remedy in any dispute under this Warranty shall be ultimately limited to the Purchase Price of the Equipment to the extent the Purchase Price has been paid.~~

4. Assignment of Rights

- A. The Warranty contained herein extends only to the End User (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Daktronics.

5. Governing Law; Election of Remedies

- A. The rights and obligations of the parties under this Warranty shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods of 1980. The parties consent to the application of the laws of the State of ~~South Dakota~~ Tennessee to govern, interpret, and enforce each of the parties' rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles. ~~The Parties agree that any dispute, controversy, or claim arising from or related to this Warranty shall exclusively be brought in a state court located in Anderson County, Tennessee.~~
- ~~B. Any dispute, controversy or claim arising from or related to this Warranty, the parties shall first attempt to settle through negotiations. In the event that no resolution is reached, then such dispute, controversy, or claim shall be resolved by final and binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration~~



DAKTRONICS WARRANTY & LIMITATION OF LIABILITY

~~shall be English. The place of the arbitration shall be Sioux Falls, SD. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. The arbitrator shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The arbitrator shall make its decisions in accordance with applicable law. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitrator shall have full authority to grant provisional remedies and to direct the Parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any Party to respect the arbitrator's orders to that effect.~~

6. Availability of Extended Service Agreement

- A. For End User's protection, in addition to that afforded by the warranties set forth herein, End User may purchase extended warranty services to cover the Equipment. The Extended Service Agreement, available from Daktronics, provides for electronic parts repair and/or on-site labor for an extended period from the date of expiration of this warranty. Alternatively, an Extended Service Agreement may be purchased in conjunction with this Warranty for extended additional services. For further information, contact Daktronics Customer Service at 1-800-DAKTRONics (1-800-325-8766).

Additional Terms applicable to sales outside of the United States

The following additional terms apply **only** where the installation site of the Equipment is located outside of the United States of America.

- In the event that the installation site of the Equipment is in a country other than the U.S.A., then, notwithstanding Section 5 of the Warranty, where the selling entity is the entity listed in Column 1, then the governing law of this Warranty is the law of the jurisdiction listed in the corresponding row in Column 2 without regard to its conflict of law principles. Furthermore, if the selling entity is an entity listed in Column 1, then the place of arbitration is listed in the corresponding row in Column 3.

Column 1 (Selling Entity)	Column 2 (Governing Law)	Column 3 (Location of Arbitration)
Daktronics, Inc.	The state of Illinois	Chicago, IL, U.S.A.
Daktronics Canada, Inc.	The Province of Ontario, Canada	Toronto, Ontario, Canada
Daktronics UK Ltd.	England and Wales	Bristol, UK
Daktronics GmbH	The Federal Republic of Germany	Wiesbaden, Germany
Daktronics Hong Kong Limited	Hong Kong, Special Administrative Region of the P.R.C.	Hong Kong SAR
Daktronics Shanghai Co., Ltd.	The Peoples Republic of China	Shanghai, P.R.C.
Daktronics France, SARL	France	Paris, France
Daktronics Japan, Inc.	Japan	Tokyo, Japan
Daktronics International Limited	Macau, Special Administrative Region of the P.R.C.	Macau SAR
Daktronics Australia Pad Ltd	Australia	Sydney, Australia
Daktronics Singapore Pte. Ltd	Singapore	Singapore
Daktronics Brazil LTDA	Brazil	São Paulo, Brazil
Daktronics Spain S.L.U.	Spain	Madrid, Spain
Daktronics Belgium N. V	Belgium	Kruikeke, Belgium
Daktronics Ireland Co. Ltd.	Ireland	Dublin, Ireland

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

1. The “Agreement” consists of the following documents. The terms “Agreement” and “Contract Documents” may be used interchangeably. Unless otherwise defined in this document, all defined terms within these Standard Terms and Conditions of Sale have the same meaning and definition as provided elsewhere in the Contract Documents. The documents referenced in this section or elsewhere in the Agreement are fully incorporated herein and are an integral part of the Contract Documents.

a. **Index of Documents**

- i. The Sales Agreement or the Quote, as applicable (the “Order Document”)
- ii. These Standard Terms and Conditions of Sale
- iii. The Warranty and Limitation of Liability (the “Warranty”)

One or more of the following documents also apply to this Agreement:

- iv. If the Work includes access to Daktronics web-hosted Software: Daktronics Software as a Service Agreement
<http://www.daktronics.com/TermsConditions/DD2688225>
- v. If the Work includes Daktronics Software installed locally, including firmware: the Software License Agreement
http://www.daktronics.com/terms_conditions/SL-07862.pdf
- vi. If the Work includes a cellular data plan: the Wireless Services Addendum
<https://www.daktronics.com/TermsConditions/DD3956286>

2. Scope of the Work. The scope of the obligations of Daktronics, defined herein as the “Work,” consists of the Equipment and any services (“Services”) set forth on the Order Document; any Software as defined below, and any Extended Services set forth on the Order Document. The obligations of Daktronics in this Agreement are subject to the express condition precedent that Purchaser perform its respective obligations.

3. Changes to the Work. The parties, without invalidating the Agreement, may modify the scope of the Work. The parties shall mutually agree in writing as to the cost or credit from a modification or deviation of the Work as well as any modifications in delivery time (a “Change Order”). Daktronics shall have no obligation to perform any modification or deviation of the Work without a mutually executed Change Order. However, if Daktronics proceeds with a modification or deviation of the Work at the request of the Purchaser without an executed Change Order, Daktronics reserves the right to receive payment or an extension of time for performance that is equitable. Daktronics shall be entitled to an equitable adjustment in the Purchase Price and time for performance as result of changes in the Work.

4. Software. “Software” means the original computer software program and all whole or partial copies of the software program in whatever form or media provided. The Software consists of, but is not limited to, machine-readable instructions, its components, manuals and other such documentation, data, audio-visual content, (such as images, text, recordings, or pictures), and all other related materials provided pursuant to the terms and conditions of this Agreement.

5. Payment Terms; Price. The “Purchase Price” is the amount payable by Purchaser to Daktronics for performance of the Work, including authorized adjustments. Unless otherwise stated in the Order Document, payment terms are “pay with order.” Daktronics may include a monthly service charge of 1.5% per month on past-due amounts. Daktronics may accept partial payment in an amount less than the full amount of any invoice, but such acceptance does not constitute a waiver of Daktronics’ right to collect the remaining balance, notwithstanding Daktronics’ endorsement of a check or other negotiable instrument. Daktronics will not honor any back charges unless approved, in advance, in writing by Daktronics.

6. Cancellation. In the case of a cancellation at Purchaser’s convenience, Daktronics may, in its sole discretion, charge: (i) for custom Equipment, all costs Daktronics has incurred plus reasonable overhead and profit for work performed up to the effective date of termination; and (ii) for standard Equipment, a cancellation and restocking fee of up to 50% of the Purchase Price.

7. Delivery and Risk of Loss. Unless otherwise stated on the Order Document, all purchases shall be delivered FCA Daktronics’ facility (Incoterms® 2020). Daktronics shall coordinate the shipment of the Equipment and shall ship the Equipment in accordance with Purchaser’s instructions. Risk of loss to the Equipment shall pass to Purchaser upon Acceptance. Purchaser must give Daktronics a minimum of five business’ days written notice of any change in the expected delivery schedule. If, for any reason, such notice is given less than five business days in advance of the expected shipping date, then Purchaser will reimburse Daktronics for any fees and expenses that Daktronics incurs as a result; such fees and expenses may include without limitation: cancellation, expediting, re-routing, off-loading/reloading, or storage fees. If, for any reason, Purchaser does not take delivery of the Equipment, Daktronics may, at its sole discretion, store the Equipment. All costs of the storage, including taxes and insurance, shall be immediately payable by Purchaser upon demand by Daktronics. Notwithstanding the above, and unless otherwise specifically noted, Purchaser shall determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of the Equipment.

8. Installation. Subject to the terms and conditions of the Agreement, Purchaser shall perform its respective obligations, if any, as designated in the Contract Documents. Purchaser shall fully cooperate with Daktronics in connection with the installation of the Equipment. Daktronics is entitled to rely on the accuracy and completeness of plans, specifications, and reports of site conditions provided to Daktronics by or on behalf of Purchaser related to the installation. Daktronics obligation to examine any documents, the project site, and materials and work furnished by others is limited to notification to Purchaser of any defects or deficiencies discoverable by reasonable visual inspection. Purchaser agrees and acknowledges that Daktronics may subcontract any of the Services to third parties selected by Daktronics; provided, however (i) nothing herein shall create any contractual relationship between Purchaser and any subcontractor; and (ii) Daktronics shall be fully responsible hereunder for the performance, actions and omissions of Daktronics’ employees, all subcontractors and all other persons or entities performing any of the Services on the project described herein, as if such performance, actions and omissions were those of Daktronics.

9. Acceptance; Substantial Completion. “Acceptance” shall occur: (i) in the case of the sale of Equipment without installation by Daktronics, upon delivery of the Equipment in accordance with the shipping terms specified in the Delivery and Risk of Loss section; or (ii) in the case of the sale of Equipment with installation by Daktronics Substantial Completion (as defined below).

“Substantial Completion” means the operational availability of the Equipment to Purchaser in material accordance with its specifications, without regard to punch-list items, or other non-substantial items which do not affect the operation of the Equipment.

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

10. Title. Title to the Equipment shall pass from Daktronics to Purchaser upon Acceptance. No transfer, renewal, extension, or assignment of this Agreement or of any interest therein shall operate as a payment or transfer of title to Purchaser or in any manner relieve Purchaser of its obligations. No title shall pass to Purchaser with respect to Software, which is furnished solely on a license basis.
11. Security Interest. As collateral security for the purchase of the Equipment, Purchaser hereby grants to Daktronics a lien on and a security interest in and to all the right, title, and interest of Purchaser in, to and under the Equipment. Where permitted by law, the parties acknowledge that the security interest granted under this provision constitutes a purchase money security interest. Purchaser agrees to promptly execute and deliver such further documents as reasonably requested by Daktronics to preserve and perfect such security interests.
12. Warranty. The Warranty is the complete and final warranty with regard to the Equipment. Purchaser acknowledges and agrees that the provisions of the Warranty constitute the sole and exclusive remedy available to it with regard to said defective Equipment.
13. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DAKTRONICS DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND/OR DATA ACCURACY. Critical and unforeseeable factors beyond the control of Daktronics prevent it from eliminating all risks in connection with the use of the Equipment. Purchaser acknowledges and assumes all risks and liability resulting from the handling, storage, and use of the Equipment. The Warranty shall become null and void if Purchaser alters the Equipment or the Software in a manner inconsistent with the specifications of the Equipment or the Software. Further, the Warranty shall become null and void if Purchaser, its employees, representatives, or subcontractors (not Daktronics) improperly repairs or alters the Equipment in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
14. Confidentiality. To the greatest extent permitted by law, Purchaser shall consider all non-public information, including the terms and conditions of this Agreement, furnished by Daktronics to be confidential ("Confidential Information"). This confidentiality requirement shall apply, but is not limited, to: drawings, specifications, or other documents prepared by Daktronics for Purchaser under this Agreement, source code, and any intellectual property and trade secrets used in the development and manufacture of the Equipment. Purchaser shall provide Confidential Information only to those of its agents, contractors and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. Purchaser agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of, or access to, any of the Confidential Information in any way except with the written consent of Daktronics. Purchaser further agrees: (i) not to make any use whatsoever at any time of such Confidential Information other than for fulfillment of this Agreement, and (ii) not to copy or reverse engineer any such Confidential Information. The provisions of this paragraph shall survive termination of the Agreement.
- ~~15. Use of Image. Purchaser permits Daktronics to photograph, make reference to, or take video of the project site, including both the completed work and the work in progress, for purposes including, but not limited to, use in website and marketing materials, provided that Daktronics may not, without prior written consent, do so in a manner which implies endorsement by Purchaser.~~
16. Default. Daktronics reserves the right to terminate this contract and accelerate all amounts due and payable if Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates or otherwise fails to comply with this Agreement, or if any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the contract, applicable statutes, or the common law. Selection of a remedy by Daktronics shall in no way be construed as a waiver of other remedies available to Daktronics. If Purchaser fails to perform any covenant or obligation under this Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics under this Agreement or any other agreement between the parties, Daktronics shall be excused from the performance of any of its obligations under this Agreement and any other Agreement it has with Purchaser until such time as said default is cured, if ever. Purchaser shall perform its payment obligations under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable to Daktronics, whether under this Agreement or a separate agreement between the parties. Purchaser shall be liable for any and all costs and expenses (including attorney's fees) incurred by Daktronics in enforcing any provision of this Agreement.
17. Indemnity. Daktronics shall indemnify, defend and hold harmless Purchaser and its respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any and all liability, losses, damages, costs or expenses (collectively, "Losses") arising out of: (i) bodily injury (including death) or property damages arising out of any act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right in any material, information, technology, process, or data regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.
- ~~To the greatest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of: (i) any negligent act or omission by Purchaser or its personnel, agents, subcontractors, or others engaged by Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any claim against Daktronics by reason of or alleging any unauthorized or infringing use by Daktronics of any copyright, trademark, or other intellectual property right in any material, information, technology, process, or data provided by Purchaser and used by Daktronics at the direction of Purchaser.~~
18. Existing Structure. Except to the extent Daktronics is specifically responsible for any structural element per the Agreement, Purchaser represents and warrants that the existing structure, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, power supplies, or any other foundation or existing structural elements (the "Existing Structure") shall be adequate to support the weight, size, wind load, and all other technical specifications of the Equipment, and shall hold Daktronics harmless from any failure of any Existing Structure.
- ~~19. Limitation of Liability. Daktronics' liability shall be limited solely to the repair or replacement of the Equipment or giving credit for the Equipment under the warranty clause herein, if the applicable warranty period described in that clause has not expired. The parties agree that in no event whatsoever shall the liability of either party exceed the Purchase Price. The damage limitation provided in this Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; WHETHER OR NOT THE REMEDIES AGREED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE; AND REGARDLESS OF THE~~

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~~THEORY UPON WHICH A CLAIM IS BASED. For the purposes of this Agreement, "Consequential Damages" include, but are not limited to loss of use; loss of profit; loss of business opportunity; and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.~~

20. Force Majeure.

- a. A "Force Majeure Event" means any: natural disaster such as flood, fire, hurricane, earthquake, or other casualty; labor or material shortages or other types of industrial disturbance; quarantines or epidemics; national or regional emergencies; government actions; embargos or blockades; labor strikes, lock-outs, or other labor disturbance; war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; schedule changes, delays, suspensions, or out-of-sequence work caused by Purchaser; the discovery of subsurface or otherwise concealed physical conditions at the project site; or any other events or circumstances not within the reasonable control of Daktronics, whether foreseeable or not, and whether similar or dissimilar to any of the foregoing.
- b. ~~Daktronics shall be excused from liability for any delay or nonperformance caused by a Force Majeure Event.~~
- c. If a Force Majeure Event causes a delay or disruption to the Work, Daktronics will be entitled to an extension in time for performance as reasonably necessitated by the delay. Further, if Daktronics costs of performance materially increases as a result of the Force Majeure Event, either directly, or as a result of a delay in performance warranted by the Force Majeure Event, then Daktronics will be entitled to an equitable adjustment in the Purchase Price. Such costs may include, by way of example, increased costs of labor, freight, supervision, remobilization, or materials.

21. Assignment. Unless otherwise stated, Purchaser may not assign this Agreement, or any portion thereof, without the written consent of Daktronics. Daktronics reserves the right to, without the consent of Purchaser, assign any of its rights and delegate any of its duties under this Agreement to a subsidiary or parent company of Daktronics. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

~~22. Arbitration. Any dispute, controversy, or claim arising from or related to or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be settled through negotiations between the parties on the written request of either party. If no settlement is reached within 30 days after such written request has been received, then any dispute, controversy or claim arising out of, relating to or in connection with this contract, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration. The arbitrator shall have the sole power to rule on any challenge to its own jurisdiction and all issues regarding arbitrability shall be decided solely by the arbitrator. The place of arbitration shall be Sioux Falls, SD. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claims and the relief requested. Within 30 days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaim(s) and the relief requested. A single arbitrator selected by the parties shall preside over the proceeding. If a single arbitrator cannot be agreed upon by the parties, each party shall select an arbitrator, and those arbitrators shall confer and agree on the appointed arbitrator to adjudicate the arbitration. By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the Arbitrator shall have full authority to grant provisional remedies and to direct the parties to request that any court modify or vacate any temporary or preliminary relief issued by such court, and to award damages for the failure of any party to respect the arbitrator's orders to that effect.~~

~~23. Acceptance of Terms. Daktronics' acceptance of Purchaser's order is on the express condition that only the terms and conditions set forth in the Agreement shall apply to the sale. Any term, provision, or condition in conflict with, in addition to, or in modification of any of the terms and conditions of the Agreement shall not be binding upon Daktronics. Daktronics' failure to object to any term or condition contained in any communication from Purchaser shall not be deemed a waiver of the terms and conditions herein.~~

24. Taxes. Unless otherwise stated, the Purchase Price is exclusive of federal, state, and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Daktronics, however designated, levied or based on amounts payable to Daktronics under or in connection with this Agreement. ~~Purchaser shall immediately pay upon demand the full amount of any such applicable Tax and shall hold harmless and indemnify Daktronics from the claims of any governmental authority asserting that any such Tax is due and payable.~~ Purchaser must present an exemption certificate if it claims any exemption from Tax. Absent presentation of an exemption certificate, all applicable Taxes shall be added to the Purchase Price of the Equipment.

25. Anti-corruption. The parties agree that neither party nor any of its respective subsidiaries nor, to that party's knowledge, any other person associated with or acting on behalf of that party, including, without limitation, any director, officer, agent, employee or affiliate of the party or any of its subsidiaries has (i) made any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any anti-bribery, anti-corruption or any other applicable statute including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Anti-Bribery Act, the anti-corruption provisions of the Chinese Criminal Law, or any other applicable anti-corruption act, as amended, and the rules and regulations thereunder. Purchaser represents that it has instituted and maintains policies and procedures designed to ensure compliance therewith. Purchaser grants to Daktronics the right to audit and review, upon reasonable notice, the books and records of Purchaser to ensure compliance with this provision. Any audit shall be performed at Daktronics sole cost and expense. Purchaser shall produce, reproduce, copy or transmit any record requested by Daktronics at no charge. Failure by Purchaser to comply with this section or any audit request by Daktronics shall constitute grounds for an immediate termination of this Agreement. Upon termination for a violation of this section, neither party shall owe the other party any further obligation (other than obligations as to payment) notwithstanding any other provision contained herein.

~~26. Governing Law. This Agreement shall be governed by the laws of the state of South Dakota without regard to its conflict of law principles, and the parties' consent to the jurisdiction and venue of the courts of South Dakota for any action, suit or proceeding. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.~~ **This agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of law**

principles, and the Parties agree that any dispute, controversy, or claim arising from or related to this Agreement shall exclusively be brought in a state court located in Anderson County, Tennessee.

27. Miscellaneous. This Agreement is the entire agreement of the parties and supersedes any previous understanding or agreement. This Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Agreement may be executed in counterparts. Each party agrees that an electronic

DAKTRONICS STANDARD TERMS & CONDITIONS OF SALE

signature or faxed signature will have the same effect as an original signature. Except as otherwise explicitly set forth in this Agreement, each party shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement. Purchaser and Daktronics are not partners or joint venturers. If any part of this Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Agreement shall not be affected, and such part, term, paragraph, or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Agreement to the maximum extent permitted by law. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.



DAKTRONICS SOFTWARE LICENSE AGREEMENT

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SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU (REFERRED TO THROUGHOUT THIS AGREEMENT AS "LICENSEE") AND DAKTRONICS, INC. ("DAKTRONICS"). PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (THIS "LICENSE") CAREFULLY BEFORE USING THE SOFTWARE OBTAINED FROM DAKTRONICS. DAKTRONICS WILL LICENSE THE SOFTWARE TO LICENSEE ONLY IF LICENSEE FIRST ACCEPTS THESE TERMS. BY INSTALLING, COPYING, OR USING THIS SOFTWARE IN ANY WAY, LICENSEE IS ACKNOWLEDGING THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSEE MAY NOT INSTALL, COPY, OR OTHERWISE USE THIS SOFTWARE.

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- 1.1. "Documentation" shall mean Daktronics' standard user manuals and/or related documentation generally made available to licensees of the Software.
- 1.2. "Licensee Content" means all data, information, records, and other content, provided or otherwise made available by Licensee under this License, or otherwise used in conjunction with this Agreement by Licensee.
- 1.3. "Software" shall mean the executable, object code version of Daktronics' proprietary software programs delivered by Daktronics to Licensee.

2. License Grants.

- 2.1. Subject to the terms and conditions of this Agreement, Daktronics hereby grants to Licensee a non-exclusive, non-transferable (except as set forth in Section 4 below), non-sublicenseable license to (i) use the Software, and (ii) to make and install copies of the Software to support the level of use authorized in the Sales Agreement entered into between Licensee and Daktronics, provided that Licensee reproduces the copyright notice and any other legends of ownership on each copy, or partial copy, of the Software, subject to the usage limitations contained in the Agreement, if any. If the Sales Agreement does not define usage limitations, Licensee usage shall be limited to a single license to be used on a single main operating PC and a single redundant backup PC. The Software will be made available to Licensee under this Agreement in object code only; no source code is provided to Licensee under this Agreement.
- 2.2. If the Software subject to this Agreement is an upgrade from the previous software, Licensee's authorization to use the previous software is hereby terminated. Licensee will ensure that anyone who uses the Software does so only in accordance with the terms and conditions of this Agreement.
- 2.3. Data collected and/or stored by the Software shall be the Licensee's property and Daktronics shall have no claim or interest in such data.

3. License Restrictions. Licensee may not, directly or indirectly: (i) use, copy, modify, translate or distribute the Software or create derivative works based upon the Software; (ii) reverse assemble, reverse compile or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; ; (iii) use the Software in a manner that does not comply with all applicable laws in the jurisdiction(s) in which Licensee uses the Software; (iv) sublicense, rent, lease or otherwise transfer the Software, except as allowed in this Agreement; (v) use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (vi) remove any proprietary notices from the Software or any other Daktronics materials furnished or made available hereunder; (vii) publish or disclose to third parties any evaluation of the Software without Daktronics' prior written consent; (viii) use the Software in automatic, semi-automatic or manual tools designed to create virus signatures, virus detection routines, or any other data or code for detecting malicious code or data. Modifications to the Software will void the Software warranty as provided in Section 7 below.

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For the purposes of this Agreement, the phrase "Related Party" shall mean those entities that: (i) are wholly owned subsidiaries of Licensee company, (ii) own at least a majority of the beneficial ownership of Licensee company, or (iii) have at least a majority of their beneficial ownership owned by an entity that owns at least a majority of the beneficial ownership of Licensee company.

5. Nondisclosure. The Software licensed hereunder is and will continue to be the exclusive proprietary property of Daktronics. Licensee agrees to use its best efforts to ensure that its employees, agents, representatives and consultants do not disclose the Software, or any part thereof, to any third party. In the event that Licensee should use the Software to perform services for others, or need to allow its agents or consultants to use the Software in the manner contemplated hereby for the operation of the Equipment (as defined in the Agreement), Licensee may disclose external or interface details as may be reasonably necessary to properly use the Software, but Licensee may not disclose any design characteristics or implementation detail thereof. This nondisclosure obligation shall survive the termination of the Agreement and this License.

~~In the event of a breach or threatened breach by Licensee or its agents, representatives or employees of the nondisclosure obligations of this Agreement, Licensee hereby agrees that Daktronics will suffer irreparable harm for which there is no adequate remedy at law and, without limiting whatever other rights and remedies Daktronics may have, Licensee hereby consents to the issuance of an injunction in Daktronics' favor enjoining any such breach of the nondisclosure obligations of the Agreement and this License by any court of competent jurisdiction. Further, Licensee hereby agrees to pay Daktronics for any and all fees and costs, including attorneys' fees, incurred by Daktronics in enforcing the nondisclosure obligations of this Agreement.~~

6. Evidence of License. The Agreement along with this License is evidence that Licensee is authorized to use this Software and is eligible for Support Services (as defined in Section 11 below).

7. Charges and Taxes. No charges are payable hereunder with respect to Licensee's use of the Software as authorized by Section 1 above, or the Support Services or other services to be provided by Daktronics pursuant to this License. Notwithstanding the foregoing, in the event Licensee desires Software upgrades after the expiry of the Warranty period, such upgrades shall be purchased at additional charge.

If any authority imposes a duty, tax, levy or fee excluding those based on Daktronics' net income that is based upon the provision of the license to use the Software that is contained herein, Licensee agrees to pay that amount, or supply exemption documentation.

8. Warranty. Daktronics acknowledges and agrees that the Software is being provided as part of an integrated hardware and software system referred to as the Equipment in the Agreement, and the Software and the other components of the Equipment are subject to the various warranties and requirements as set forth in the Sales Agreement and its Attachments. Subject to the foregoing warranties and requirements, Daktronics does not warrant uninterrupted or error-free operation of the Software. Licensee is responsible for the results obtained from the use of the Software.

In the event Licensee makes any change or modification to the Software, Licensee agrees that such change and modification is the property of Daktronics as derivative works of the Software. Furthermore, immediately upon Licensee making any such change or modification to the Software, the foregoing warranty of Daktronics with respect to such Software shall no longer apply, and Daktronics shall have the right to charge Licensee for any additional Support Services that Licensee should request regarding such changes or modifications at Daktronics' prevailing rates; however, Daktronics shall be under no obligation to provide such services.

9. ~~Limitation of Liability and Disclaimer.~~

9.1. ~~EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY (A) FOR ANY CLAIMS ASSERTING OR BASED ON THE USE, INABILITY TO USE, LOSS, INTERRUPTION OR DELAY OF THE SERVICES, LOSS OF USE OF FACILITY OR EQUIPMENT, LOST BUSINESS, REVENUES OR PROFITS, LOSS OF GOODWILL, FAILURE OR INCREASED COST OF OPERATIONS, LOSS, DAMAGE OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SERVICE FAILURE, MALFUNCTION, DOWNTIME, SHUTDOWN SERVICE INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION OR BREACHES IN SYSTEM SECURITY, OR (B) EXCEPT FOR CLAIMS ARISING UNDER SECTION 3, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, IN THE CASE OF EACH OF CLAUSE (A) AND CLAUSE (B), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE OTHERWISE FORESEEABLE, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS~~



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10.1. Daktronics shall defend, indemnify and hold harmless the Licensee and its respective officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, fines, costs, or expenses of whatever kind (the "Losses") arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "Action") that alleges the Software infringes such third party's intellectual property rights under applicable laws of any jurisdiction, provided that Licensee promptly notifies Daktronics of the claim, cooperates with Daktronics, and allows Daktronics sole authority to control the defense and settlement of such claim; provided however, Daktronics shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any alteration or modification of the Software by or on behalf of Licensee without Daktronics' authorization or the Licensee's use of the Software by Licensee pursuant to this Agreement in combination with any apparatus, hardware, software or service not provided or approved by or on behalf of Daktronics.

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10.3. At the request of the indemnified party from time to time after any such claims, the indemnifying party, shall at its sole expense defend, all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing and, if requested to defend said action, given full and complete authority, information and assistance for the defense of same, provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party that requires any payment of any amounts other than indemnified amounts or any admission by the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

11. Support Services. Daktronics will provide Support Services to Licensee at no additional charge for one (1) year following the date of the Agreement or for such longer period of time in accordance with the Warranty or separate maintenance agreement entered between the parties. The charge for these services has been included in the Purchase Price for the Equipment. Such fees are based on total amount of authorizations granted for the Software. Licensee may terminate Support Services for the Software at any time by giving Daktronics written notice. Upon expiration of the Support Services, Licensee may extend Support Services upon payment of Daktronics' then-current fees.

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the Support Services at no additional cost. Support Services shall only extend to the most current version of the Software and any previous versions for only one hundred-eighty (180) days following the release of a new version.

Licensee is responsible for: (i) the interface between the Software and all other software used by Licensee, (ii) installing, managing, and operating any updates and enhancements delivered under this Agreement, (iii) payment to Daktronics, within thirty (30) days from the date of receipt of the Invoice by Licensee, for all Support Services which are requested by Licensee and result from Licensee modifications to the product or interfacing with Licensee's hardware or software system, and (iv) incorporating all new releases of the Software when received.

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13. Term and Termination. This Agreement commences on the day of acceptance or execution of this Agreement by Licensee and may be terminated in the following ways: (i) Licensee may terminate this Agreement by providing written notice in the event that Daktronics materially breached the terms of this Agreement, and where such material breach has not been cured within thirty (30) days following the provision of written notice of such material breach by Licensee to Daktronics, (ii) Daktronics may terminate this Agreement in the event that Licensee does not pay the amounts which are due under this Agreement, or in the event that Licensee should, in any material respect, breach any of the terms of this Agreement, and where such nonpayment or breach has not been cured within thirty (30) days after Licensee receives notice thereof from Daktronics.

If either party terminates this Agreement for any reason (i) Licensee will be obligated to pay Daktronics all of the amounts which are due related to the Software and the Agreement, and (ii) Licensee will certify in writing that Licensee has removed the Software from Licensee's systems and destroyed all copies. Upon the termination of this Agreement, the rights and licenses granted to Licensee under this Agreement shall immediately terminate and Licensee will cease all use of the Software. In no event shall Licensee become entitled to any refund in the event of termination of this Agreement, unless Licensee terminates this Agreement as a result of a material breach of the material terms of this Agreement by Daktronics, in which event Licensee may be entitled to direct actual damages pursuant to the limitations of Section 7 herein and as described in the Agreement

14. General. All notices to a party shall be in writing and sent to the addresses specified in the Sales Agreement or such other address as a party notifies the other party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Nothing in this Agreement is intended to affect any statutory rights of consumers that cannot be waived or limited by contract. This Agreement may not be changed orally but only by an agreement in writing signed by both parties. This Agreement constitutes the complete understanding regarding the use of this Software, and supersedes and replaces any prior oral or written communications between Licensee and Daktronics, and any prior software license agreement between Licensee and Daktronics. Daktronics may freely assign or transfer this Agreement. This Agreement shall inure to the benefit of each party's successors and permitted assigns. Licensee agrees to comply with applicable export laws and regulations. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such reformation shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under any circumstances. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any other agreement, the terms of this Agreement shall control except as otherwise provided herein. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right. This Agreement shall be governed by the laws of the State of ~~South Dakota~~ Tennessee without regard to conflicts of law provisions, and Licensee consents to the exclusive jurisdiction of the state and federal courts sitting in the State of ~~South Dakota~~ Tennessee, except that Daktronics shall have the right to commence, initiate or maintain any action, suit or litigation in the jurisdiction where Licensee is located or present, including with limitation, to seek and enforce any injunction against any violation or anticipated violation of Licensee of this Agreement. ~~Neither Licensee nor Daktronics shall have any liability under this Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by~~

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~~circumstances which are beyond its reasonable control, including without limitation acts of God, natural disaster, labor or material shortages, war, earthquakes, acts of terrorism, etc.~~



Allen Thacker

From: Jonathon Fremming <Jonathon.Fremming@daktronics.com>
Sent: Friday, July 22, 2022 9:03 AM
To: Allen Thacker
Subject: Re: [EXTERNAL] FW: Updated Terms and Conditions

WARNING: This email originates from an external source. Do not open any links or attachments unless you recognize and trust the sender.

Hey Allen,

I've confirmed that these changes are approved on our end. Feel free to simply strike through that section on your end, and send these documents over whenever ready.

If you do require updated docs from us, let me know and I'll be happy to accommodate that as well. Let me know if you have any questions, thanks!

Jonathon

Get [Outlook for iOS](#)

From: Allen Thacker <rathacker@ortn.edu>
Sent: Thursday, July 21, 2022 1:17:47 PM
To: Jonathon Fremming <Jonathon.Fremming@daktronics.com>
Subject: FW: [EXTERNAL] FW: Updated Terms and Conditions

This email originated outside of Daktronics. Use caution when opening links or attachments. Report questionable emails to ITHelp.

Jonathon,
Please see the information I received from our business director. Can you follow up the verify this information can be striked out or send me an updated agreement with this section striked out.
Thanks,

Allen Thacker
Supervisor of Maintenance and Operations
Oak Ridge Schools
100 Woodbury Lane
P.O. Box 6677
Oak Ridge, TN 37831
865-425-3171

From: Jenifer Van Dyke <jhvandyke@ortn.edu>
Sent: Thursday, July 21, 2022 2:01 PM
To: Allen Thacker <rathacker@ortn.edu>
Subject: RE: [EXTERNAL] FW: Updated Terms and Conditions

Allen,

This is almost fine.... 😊

It is the same document as last time.... and you had to contact them to verify the strikethrough of section 9 of the Software License Agreement. They had no problem with us doing it last time, so I assume it will be fine this time as well. As a reminder, our attorney said the following: [Section 9 – Limitation of Liability and Disclaimer](#)
[Remove this section in its entirety. As a public entity operating through taxpayer funds, we are not legally permitted to waive taxpayers' rights or remedies.](#)

If they agree to that again, then I can edit the document to strikethrough that section for you if you don't have pdf editor.

Jenifer

From: Allen Thacker <rathacker@ortn.edu>
Sent: Thursday, July 21, 2022 1:01 PM
To: Jenifer Van Dyke <jhvandyke@ortn.edu>
Subject: FW: [EXTERNAL] FW: Updated Terms and Conditions

From: Jonathon Fremming <Jonathon.Fremming@daktronics.com>
Sent: Friday, July 15, 2022 9:20 AM
To: Allen Thacker <rathacker@ortn.edu>
Subject: [EXTERNAL] FW: Updated Terms and Conditions

WARNING: This email originates from an external source. Do not open any links or attachments unless you recognize and trust the sender.

Hey Allen,

Attached are our revised terms and conditions reflecting the changes you requested (you were exactly right – it's the same as the last version). Once you receive approval, we'll just need initials next to all of the red line changes.

I've also attached are final order documents for reference as well. Your Sourcewell contract is included and we'd just need those documents signed, along with your purchase order and down payment of course.

Don't hesitate to reach out with any questions and hope you have a terrific weekend!

Thanks,

Jonathon

From: Kathy Herold <Kathy.Herold@daktronics.com>
Sent: Friday, July 15, 2022 8:09 AM
To: Jonathon Fremming <Jonathon.Fremming@daktronics.com>
Cc: Kathy Herold <Kathy.Herold@daktronics.com>
Subject: RE: Updated Terms and Conditions

Good Morning –



Oak Ridge High School

1450 Oak Ridge Turnpike

Oak Ridge, TN 37830

(865) 425-9601 Fax: (865) 425-9678

Memorandum

To: **Dr. Bruce Borchers, Superintendent**

From: **Beth Estep, ORHS Assistant Principal**

Date: **7/19/22**

Subject: **Publication Agreement for Oak Log Year 2022/2023**

I recommend the Oak Ridge Board of Education accept the bid from Herff Jones for the annual Oak Log yearbook bid. Their bid of \$42,500 was the best price that met specifications. Bids ranged from \$19,965.00, to \$56,675.00. The bid includes shipping and specified requirements.

Bids were advertised in accordance with state guidelines and were available on the Oak Ridge Schools website. Five companies responded with bids.

It is our recommendation to contract with Herff Jones this year for the 2022-2023 yearbook at ORHS. The services provided by the yearbook representative for training and on-site support are superior and a critical component of our choice. In addition, the flexibility provided by Herff Jones and the support including training opportunities in Nashville for our staffers and sponsor this year will be critical to producing a high-quality book. Students have been trained in the software with Herff Jones and will continue to receive on-site training with the representative on a monthly basis next year.

The contract for the 2022-2023 school year has been vetted and approved by the school system attorney and is consistent with the contract for previous years.

Principal
Drayton Hawkins

Assistant Principals
Beth Estep
David Foust
Jennifer Milligan
Stephanie Thompson
Russ Wise

Athletic Director
Joe Gaddis



Joanna Pennoyer
2110 Hillsboro Hts - Knoxville, TN 37920-2713
(865) 382-1682 - jlpennoyer@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: 2023
 New

Date: 2/28/2022

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Oak Ridge High School

Address: 127 PROVIDENCE RD
City/State/Zip: OAK RIDGE, TN 37830-6345
Job Number: 24985
Title/Publication:
Current Enrollment: 1344

Specifications

Program: 900 All Color
Trim Size: 9 X 12
Pages: 260
Copies: 750
Submission Method: Web (eDesign)
Cover: Vista Custom Embossed + Vista Litho

Correspond With

Name : Rebecca Hale
Title: Yearbook Adviser
Address: 127 Providence Rd
City/State/Zip: Oak Ridge, TN 37830-6345
Phone Number: 865-425-9601
Fax Number: 865-425-9678
Email: rahale@ortn.edu

Binding: Squarebacked
Endsheet: Vibracolor White
Paper: 100# Gloss
Proofs: Self Proof (eDesign)

Send Invoice To

Name : Rebecca Hale
Title: Yearbook Adviser
Address: 127 Providence Rd
City/State/Zip: Oak Ridge, TN 37830-6345
Phone Number: 865-425-9601
Tax Exemption Number:
Pre-Payment Option Desired: Yes No

Base Price: \$40,349.21

Additional Features

Digital Included

Estimated Tax: \$4,545.79

Estimated Shipping: \$4,000.00

Printing Agreement Total: \$48,895.00

Shipping Information

Requested Book Ship Date: April 08, 2023
Ship Book To : Rebecca Hale
Requested Kit Ship Date: April 30, 2022
Ship Kit To : Rebecca Hale

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

Rebecca Hale Yearbook Adviser

YEARBOOK PLANT USE _____
Customer Number Date Received

Joanna Pennoyer Representing Herff Jones

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Indiana law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Herff Jones** upon written acceptance by the **Herff Jones** printing facility of such specifications (including price). **Herff Jones'** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Herff Jones** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Herff Jones**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. *A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.*

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

- a) **Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Representative

Yearbook Adviser



MEMORANDUM

Dr. Kelly Williams

Executive Director, Office of Teaching and Learning

TO: Board of Education

DATE: 7/25/22

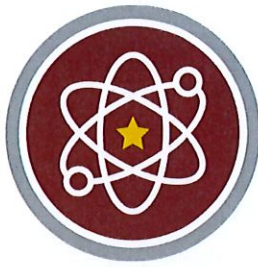
SUBJECT: Item for Action: Performance Excellence Proposal

I recommend the approval of the proposal from Wulff Consulting for Performance Excellence work in 2022-2023. The proposal attached builds on work started in FY22 with funds available in FY23 Title II 142-72210-399-202 federal grant.



Proposal: Performance Excellence, 2022

<p>Facilitation of organizational improvement to advance Oak Ridge Schools’ journey to excellence. Engagement will apply the Baldrige Performance Excellence Framework to address identified gaps by partnering with Oak Ridge leaders to redesign, align, and integrate systems for leadership, strategic planning, measurement, customer and workforce engagement, and operational effectiveness.</p> <p>Initial work will focus on building the desired district-wide culture to improve organizational performance and position Oak Ridge Schools for sustainable success, with an additional goal to improve culture at Oak Ridge High School.</p> <p>Sample timeline attached. Activities and deliverables to include:</p> <ul style="list-style-type: none"> • Planning calls and coaching • Preparation of meeting and training materials • Development and delivery of customized <i>Baldrige for Beginners</i> training • Facilitation of work sessions and focus groups to define Core Values and desired district-wide culture • Development and deployment of Behavior Standards to promote and require desired culture • Integration of Behavior Standards into key processes, communications, and organizational rhythm to reinforce deployment and ensure accountability and sustainability • Action plan to address key cultural barriers identified through work sessions and focus groups 	\$40,000*
<p>Additional support to include:</p> <ul style="list-style-type: none"> • Succession Planning <ul style="list-style-type: none"> ○ Further assessment of current state ○ Action plan and coaching to close gaps relative to Baldrige Performance Excellence Framework • Performance Measurement <ul style="list-style-type: none"> ○ Periodic review of progress on development of dashboards and metrics to ensure balanced view of performance and engagement of central office leaders ○ Coaching to align performance measurement system with Baldrige Performance Excellence Framework 	
<p>Travel expenses for two visits to Oak Ridge, TN <i>To be billed at actual cost. Not to exceed \$5,000</i></p>	\$5,000
<p>*To be billed in three parts: \$20,000 upon kick-off; \$10,000 + travel expenses after Sep and Oct visits</p>	
ESTIMATED TOTAL	\$45,000



Oak Ridge

SCHOOLS

Maintenance and Operations

DATE: July 25, 2022

TO: Bruce Lay, Executive Director of Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Lease of Robotic Field Painter from Turf Tank

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the lease agreement with Intelligent Marking USA, Inc. (Turf Tank) of Ackworth, GA in the amount of \$42,000.00. The lease will be for a term of 6 years with an annual payment of \$7,000.00 for the equipment with interest included in the price. The full amount of the lease must be accounted for in the initial year with payments to the lease allocated annually for the life of the lease. This is a sole source item.

Funding for this lease will be allocated from the Maintenance Equipment Line 72620 717 and transferred to an account specified for the lease of the equipment.

Our contract with Turf Tank will also include service, support, and an annual allocation of paint.

Thank you,

Allen Thacker

Supervisor of Maintenance and Operations.

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.ortn.edu



TURF TANK®
WWW.TURFTANK.COM

1/1/2022

To whom it may concern –

Please accept this letter as our assurance and validation that:

Sole Source Statement:

Turf Tank is the exclusive sole distributor in North America for the Intelligent One Field Marking Robot manufactured by Intelligent Marking. In addition, this product is considered a "sole source" provided product in that only the ION Robot incorporates the integration of an on-site ground base station, eliminating the reliance of a 3rd party network provider to operate. Additionally, this product is designed as a 4-wheeled autonomous GPS robot, creating the highest level of accuracy and stability for the consumer.

Additionally, Turf Tank is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

Ryan Stubbe

VP of Sales & Marketing

Turf Tank

877-396-4094 (Office)

ryan.stubbe@turftank.com | www.TurfTank.com



Turf Tank USA Inc.



Sub-Rental Agreement

Appendix to Sub-Rental Agreement on Turf Tank One autonomous line marking robot

Appendix (A) – Annual Appropriation Clause

You believe that funds can and will be obtained in amounts sufficient to make all Rental Payments during the Rental term in each fiscal year. If your official governing body does not allow you funds for the succeeding fiscal year to continue such payments under the Sub-Rental Agreement, you may terminate the Sub-Rental Agreement at end of the current fiscal year, by giving (90) days prior written notice to us. Upon termination of the Sub-Rental Agreement, you will be responsible for the payment due prior to the end of the 90-day notice period referred to above. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in the Sub-Rental Agreement.

For the Customer:

For the Sublessor, Turf Tank USA Inc.

Title:

Sub-Rental Agreement Commencement Date

Full Legal Name:

Sub-Rental Agreement Number

Allen Thacker

Accepted by and Date:

Accepted by and Date:

Customer Signature:

Sublessor Signature:



TURF TANK

Sub-Rental Agreement

CUSTOMER	Company Name Oak Ridge School District		Country United States		Phone Number
	Billing Address 1450 Oak Ridge Turnpike		City Oak Ridge	State TN	Zip 37830
	Equipment Location (if not same as above)		City	State	Zip
					Rental Order Requisition Number
					Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Description	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	New	Used
	Turf Tank ONE Robot	PLUS		1	GPS Line Marking Robot	<input checked="" type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT INFORMATION	Payment Frequency	Number of Payments	Rental Payment	Applicable Sales Tax	Total Rental Payment	Currency	USD	Installation Fee	+ \$1,500
	Quarter Annual Other	6	+ \$10,000	+	= \$60,000	Term (Months)	72	1 st period Payment (After Install)	+ \$10,000
	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		+	+	=	Total Payment	\$61,500	Other	+
			+	+	=	Total Payment Enclosed		Total Payment Enclosed	= \$11,500

TERMS AND CONDITIONS

- Sub-Rental Agreement: You (the "Customer") agree to rent from us (the "Sub-lessor") the equipment listed above and, on any schedule, attached to this Sub-Rental Agreement (the "Equipment"). Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment, cf. section 2 below. The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Sub-lessor on a separate rental agreement under which the Sub-lessor is entitled to sublease the Equipment on the Terms and Conditions stipulated in this Sub-Rental Agreement. This Sub-Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Sub-Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Rental Payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Rental Agreement, you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonable calculated by us based on the Rental Payment, the number of days in that period, and a month of 30 days. **ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE SUB-RENTAL AGREEMENT.** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment.
- Title: The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 36722436 and its registered address at Farøvej 31, DK-9800 Hjørring, has full and unconditional title to the Equipment. If this Sub-Rental Agreement is deemed to be a security agreement, you grant us – and ultimately the Owner – a security interest in the Equipment and the proceeds thereof. You authorize us to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.
- See Appendix B for Plus Subscription Warranty details. Equipment Use, Maintenance and Warranties: We transfer or sub-transfer to you any manufacturer warranties provided to us and/or the Owner. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, you agree that neither we nor the Owner are responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all the Rental Payments when due.
- Assignment: You agree not to transfer, sell sublease, assign, pledge or encumber either the Equipment or any rights under this Sub-Rental Agreement without our prior written consent. You agree that we may sell, assign, or transfer this Sub-Rental Agreement and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.
- Risk of Loss: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs, you are required to satisfy all of your Sub-Rental Agreement obligations. ~~Neither we nor the Owner~~
- End of Sub-Rental Agreement: At the end of the rental term, you shall return the Equipment in good working condition at your cost to us or the Owner.
- Default and Remedies: You are in default on this Sub-Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Sub-Rental Agreement or any other (Rental or Sub-Rental) Agreement with us. If you are in default, we may: a) declare the entire balance of unpaid Rental Payments for the full term under the Sub-Rental Agreement immediately due and payable to us; b) sue you for and receive the total amount due under the Sub-Rental Agreement plus the Equipment's anticipated end of Sub-Rental Agreement fair market value the ("Residual") with future Rental Payments and the Residual discounted to the date of default at the lesser of (i) per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Sub-Rental Agreement, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal cost; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of this Sub-Rental Agreement. If the Equipment is returned or repossessed, we will sell or re-rent the Equipment at the terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.
- Default by the Sublessor – subrogation by the Owner: Should the Sublessor default on the rental agreement with the Owner of the Equipment, you accept that the Owner will have the right to subrogate into the Sublessor's legal position under this Sub-Rental Agreement and thus become a party (the new lessor) to this Sub-Rental Agreement assuming the same rights and obligations under the Sub-Rental Agreement as the Sublessor prior to its default. The Owner will give you a prompt notice about the Sublessor's default and that any and all payments pending or due under this Sub-Rental Agreement by you at the time of the Sublessor's default can only be made in full discharge to the Owner of the Equipment.
- Miscellaneous: You agree this Sub-Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Owner and agree that you may have rights under this contract with the Owner and you may contact the Owner for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Sub-Rental Agreement was made in Georgia (GA), is to be performed in TN and shall be governed in accordance with the laws of TN. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the term of this Sub-Rental Agreement. You agree that a facsimile copy of this Sub-Rental Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Sub-Rental Agreement.

CUSTOMER GUARANTY & SIGNATURE	<input type="checkbox"/> You agree that this is a non-cancellable Sub-Rental Agreement with exception to Appendix A. <input type="checkbox"/> I unconditionally guarantee prompt payment of all the Customer's obligations.			
	Full Legal Name Allen Thacker	Title	Date	Signature

LESSEE ACCEPTANCE	<input type="checkbox"/> The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Full Legal Name	Title	Date	Signature

SUB-LESSOR	TURF TANK			
	Turf Tank, 3330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101, USA.			
	Rental Agreement Commencement	Rental Agreement Number	Date	Accepted by



Turf Tank Warranty

Component List - Warranty parts

Parts	Basic	Plus	Pro
Control Unit	✓	✓	✓
Front Console	✓	✓	✓
Harness	✓	✓	✓
Rover	✓	✓	✓
Base Station	✓	✓	✓
Tablet	✓	✓	✓
Robot Chassis	✓	✓	✓
Wheel Motors	✓	✓	✓
Battery Box	✓	✓	✓
Main Breaker 30 amp			✓
Actuator			✓
Safety Bumper - Front			✓
Safety Bumper - Rear			✓

Above Warranty does not cover breakdowns and general repairs directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.

All components are only covered in year 1 of the warranty, coverage of components in followings years shown in above table.

- Basic warranty depending on subscription duration
- Plus warranty depending on subscription duration
- Pro warranty depending on subscription duration

Turf Tank Service Agreement

Service Component List - Wear and tear parts

Parts	Basic	Plus	Pro
Solenoid			✓
Pump			✓
Suction rod			✓
Hoses			✓
Deflector			✓
Disc			✓
Wheels			✓
Robot Battery			✓
Courtesy robot (if necessary)			✓

Basic & Plus Service Agreement: No service components covered
Basic & Plus Service Agreement: All extra wear and tear parts listed above will have 20% discount to listed price within 30 days of install date. Labor costs for changing the components will not be covered by the service agreement.

Pro Service Agreement: Customer will receive 1 "Service Kit" in the start of the subscription and will also receive 1 "Service Kit" listed below one time per year. Labor costs for changing the components will be covered.

Service Kit: Includes 1-Solenoid, 1-Pump, 1-Suction rod assembly, 1- tubing set. Available for separate purchase as well at discounted rate.



[TN] Oak Ridge School District - Plus Subscription

[TN] Oak Ridge School District
 1450 Oak Ridge Turnpike
 Oak Ridge, TN 37830
 United States

Allen Thacker
 Maintenance Supervisor
 rthacker@orn.edu
 425-3171

Reference: 20220404-090420631
 Quote created: April 4, 2022
 Quote expires: June 3, 2022
 Quote created by: Hayden Ariaz
 Tennessee
 hayden.ariaz@turftank.com
 +1 (865) 606-4846

Products & Services

Item & Description	Quantity	Unit Price	Total
US - Turf Tank Plus Package - Upfront Implementation Cost Includes: - Configuration & Shipping of Robot - Secure Inventory & Lock in Installation Date - Product Training & Online Resources	1	\$1,500.00	\$1,500.00
US - Turf Tank Plus Package - Subscription Includes: - GPS Paint Robot + GPS Package - Continuous Software Improvements - Free Form Text Creation - Standard Geometry Package - Extended Geometry Package - Paint: \$2,000 Allotment of Paint (White) - (2) Robot Batteries - Customer Support: Normal Business Hours (Mon-Fri) - Hardware Warranty Program: Limited (Excludes Consumables) - Standard Turf Tank Accessories	1	\$10,000.00 / year	\$10,000.00 / year

Subtotals

Annual subtotal	\$10,000.00
One-time subtotal	\$1,500.00
Total	\$11,500.00

Signature

Signature

Date

Allen Thacker

Printed name

Questions? Contact me



Hayden Ariaz
Tennessee
hayden.ariaz@turftank.com
+1 (865) 606-4846

Turf Tank
3330 Cobb Parkway NW, Suite 324-380
Acworth, GA 30101
United States



Intelligent Marking USA, Inc.

dba Turf Tank

33330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101
 Phone: 877-396-4094 | billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name		
DBA (if different)		
Accounts Payable Contact		
AP Phone	Fax # (if necessary)	AP Email
Address		
City	State	ZIP Code
Are you sales tax exempt?	Yes No	Tax Exempt # Tax Exempt # (if necessary)
Purchase order Required?	Yes No	
Payment Options		
ACH automatic draft?	Yes No, if yes signed form required	
Credit card auto monthly?	Yes No, if yes signed form required	

1. All invoices are to be paid 30 days from the date of the invoice.
2. If tax exempt certificate required.
3. If automatic payments are desired a form will be sent for completion.

*You do not have to be the main A/P person to sign this.

Signature: _____

Printed Name: _____

Date: _____



Oak Ridge

SCHOOLS

Maintenance and Operations

DATE: July 28, 2022

TO: Bruce Lay, Executive Director of Leadership

FROM: Allen Thacker, Supervisor of Maintenance and Operations

SUBJECT: Consulting Contract with Cornerstone Program Management, LLC.

Mr. Lay,

I am recommending that the Oak Ridge Schools Board of Education approve the contract with Cornerstone Program Management LLC (CPM), for a monthly retainer of \$5,000.00 per month plus reimbursable expenses. CPM will provide consulting services in regard to the district capital planning needs, including developing a plan for a possible new future school, central offices, and other needed school improvements or expansions. This work is in response to anticipated future enrolment growth and program needs throughout the district.

Funding for this contract will be budgeted from 141-72310-399 BOE Other Contracted Services. Funds were allocated in this line for future growth planning.

Thank you,

Allen Thacker

Supervisor of Maintenance and Operations.

Maintenance Office

100 Woodbury, Oak Ridge, TN 37830

(865) 425-3171

www.orn.edu

July 21, 2022



Dr. Bruce Borchers, Superintendent
Oak Ridge Schools
304 New York Ave
Oak Ridge, TN 37830

**PROPOSED CONSULTING SERVICES FOR
CAPITAL PROGRAM MANAGEMENT
OAK RIDGE, TENNESSEE**

Dr. Borchers:

Thank you for considering Cornerstone Program Management Group, LLC (CPMG) to be a part of your upcoming building program. Please find below our proposal for Consulting Services.

PROJECT SUMMARY

Oak Ridge Schools (“Owner”) is endeavoring to plan, program, develop and execute a phased Capital Improvement Plan tentatively comprised of a new elementary (K-5) school, a new Central Office, and a number of renovation / expansion projects within the District.

PROJECT PHASES / SERVICES

GENERAL RESPONSIBILITIES

As Program Manager, CPMG will function as the subject matter expert for the Owner in the timely planning, programming, strategic development and execution of the capital projects identified and selected by Owner. CPMG will help build the Project Team(s) as outlined below on behalf of Owner to ensure the right expertise is deployed and prioritized at the right time and managed efficiently. CPMG will endeavor to achieve best possible outcomes related to all discretionary and regulatory approvals. CPMG will consistently evaluate opportunities for value engineering, financial and logistical optimization, risk minimization, and efficiency for the Owner. CPMG will maintain regular (TBD) coordination meetings with the entirety of the internal and external Project Team and report progress, opportunities, and risks throughout back to Owner. CPMG will maintain regular Budget review meetings (TBD) with Owner’s Finance Director as required to ensure adherence to the approved Budget and Owner’s financial controls / processes.

CPMG will communicate and enforce Owner priorities throughout the Project.

Perhaps most importantly, CPMG will place highest priority on the Owner’s vision to ensure that it does not get compromised through the more pragmatic, logistical and codified requirements and steps of design, permitting, and construction.

PHASE 1 / PLANNING

- **VISION / SCOPING**

CPMG will facilitate and lead an Owner selected committee through a series of vision meetings in which we will collectively develop and establish a vision and define strategies, goals and objectives for the facility capital improvement plan. This vision along with the defined goals and objectives will guide all subsequent planning, programming and scope development, prioritization, and anticipated timing / planning horizon.

- **PROGRAMMING / ANALYSIS**

CPMG will facilitate the collection and synthesis of institutional knowledge, due diligence, historical documents, prior surveys, operational and facility assessments as well as the existing and projected enrollment to ascertain the best possible basis of design as a starting point for plan development.

CPMG will research the current market conditions to include architects, engineers, general contractors, and key subcontractors to understand prevailing labor and material availability, current commercial construction pricing, and as much as possible understand the timing of major upcoming projects (Y12, ORNL, airport, others) to ensure that all planned capital projects aren't artificially inflated because of high demand. To that end, CPMG will include regional and national design and construction companies in said research.

CPMG will facilitate discussions and research about emerging best practices with regard to programming, facility planning and design, nutrition, health and safety, facility management, technology, AVL, security, etc to ensure that the state of the art is reflected to Owner's expectations in all projects going forward. CPMG will support Owner's efforts in grant funding to these ends.

- **CAPITAL IMPROVEMENT PLANNING / PROGRAMMING**

Guided by the vision, strategies and priorities of the Owner and informed by the Programming / Data, CPMG will lead the development of a facility Capital Improvement Plan. This will encompass all discrete projects identified, establish them in priority, and forecast them individually and in aggregate into a financial projection. A preliminary Capital Improvement Plan will be shared with the Enrollment Committee in November of 2022. This Capital Improvement Plan would be presented to Board for approval no later than June 30, 2023.

- **SITE SELECTION / DUE DILIGENCE**

Once the Capital Improvement Plan has been approved and Owner understands the scope / timing of any required site acquisition(s) to execute the plan, CPMG will endeavor to assist Owner in identification and due diligence / evaluation of site(s) to effect the site selection and acquisition.

PHASE 2 / CAPITAL PROJECT MANAGEMENT

● PRE-DEVELOPMENT

CPMG will build and manage the Project Team - identify, qualify and negotiate scope / fee contracts on behalf of Owner as needed for all external resources to complete the work required to secure all regulatory, environmental, and municipal approvals. CPMG will manage consultants to expectations of professionalism, effectiveness, accountability, transparency and performance throughout. CPMG will review all consultant invoices for accuracy and completeness prior to presentation to Owner for payment. It is anticipated that the Project Team will include, but will not be limited to: Architect, Civil Engineer, MEP Engineers, Landscape Architect, Interior Designer, Environmental Engineer, etc.

CPMG will manage consulting A/E team, environmental consultants, internal Owner GC resources and subcontractors as needed to complete the necessary due diligence on the facility in order to document complete and accurate understanding of existing conditions and to establish basis of design documents, identify opportunities for aesthetic or financial impact and expose risks accordingly.

CPMG will manage coordination with Utility provider; coordinate service availability, capacities, connection points, and distribution points accordingly with power, data, water, sanitary sewer, gas, and others if/as required.

CPMG will review survey and title work with Owner, Authorities Having Jurisdiction (AHJ), utility providers and Legal team to add, resolve or abandon all easements, ROW's, etc as needed to complete the project as planned.

CPMG will coordinate with Owner's Legal Team – coordinate with Owner's legal resources as required for land use, environmental, transactional, and/or others as required to complete permitting, abandonment / placements of new easements, etc.

● DESIGN / PERMITTING / PRE-CONSTRUCTION

CPMG will manage coordination of Project Team - identify, qualify and negotiate scope / fee contracts for all A/E resources on behalf of Owner as needed; coordinate and lead A/E and GC / Subs through regular project progress meetings; facilitate thorough, accurate, and timely project team communication intra-team and to Owner; lead Project Team through the design development and preparation of all necessary construction documents and specifications to both permit the project and correctly / completely direct GC / subs in the execution of the Project; conduct an interim plan review at to ensure all scope, vision, and design intent has been correctly captured and cleanly communicated; facilitate the best possible resolution to all environmental abatement and remediation if/as required; manage best possible outcomes as it relates to adherence to overall project schedule, budget, and scope; represent Owner and Project Team as needed to achieve the best possible outcomes as it relates to matters before administrators, Board and all local, state, and federal AHJ through the entitlement and permitting process.

- CONSTRUCTION ADMINISTRATION

CPMG will serve as Owner's Representative throughout construction to review and continuously evaluate efficiencies, opportunities, risks, quality control, and industry best practices are employed throughout the construction phase. CPMG will serve as Owner's Representative for regular GC led coordination meetings on site with A/E team and Subs.

CPMG will review all submitted change orders for conformance to project construction documents and specifications and will make accept / reject recommendations to Owner. Change Orders will only be recommended for approval based on legitimate Owner directed change of scope, schedule or an unavoidable change of conditions.

CPMG will review monthly pay applications from Contractors, subcontractors, etc as required to ensure correct billing and completion percentages are represented and complete any additional review and documentation as required by Owner / Lender(s) to release funding draws accordingly.

CPMG will manage coordination of A/E basis of design to design-build subcontractors as required to complete the project design, trade permits, and subcontractor scope of work if/as applicable.

- COMMISSIONING

CPMG will work with Owner during the move in, set up, calibration and installation of furniture, fixtures, and equipment.

- EXPEDITING

To the extent practicable, CPMG will work with all stakeholders, all elements of the Project Team, City Staff, Utilities, and others to expedite outcomes and resolutions towards the Owner's stated completion goals.

PROPOSED FEES

CPMG proposes to provide the PHASE 1 / PLANNING Consulting Services for Oak Ridge Schools on an ongoing basis / continuing service for an initial term of 11 months beginning August 1, 2022 and ending June 30, 2023 with the option to extend PHASE 1 / PLANNING services as necessary and budgeted funds allow. These services will be provided for a stipulated monthly retainer of five thousand dollars (**\$5,000**), plus reimbursable expenses (tabulated below). This fee contemplates 2x trips to Owner per month during the Planning phase. It is contemplated that of these, one trip will be a working session with staff and the other will be reserved for formal meetings with the Enrollment Committee. Additional requested trips for City Council meetings, Public Hearings, Board Meetings, or evening meetings requiring overnight stay would be billed additionally as reimbursable at rates agreed upon by both parties in writing prior to commencement of travel.

CPMG anticipates providing the Phase 2 / CAPITAL PROJECT MANAGEMENT Consulting Services for Oak Ridge Schools on a discrete per project basis for a stipulated fee of 3%-5% of project costs managed. Specific fee, scope and schedule will be negotiated and mutually agreed to and incorporated by contract amendment at the time of commencement of each discrete project.

It is anticipated that reimbursable expenses will be very limited on this engagement. Some travel to State Agencies may be required, as may be copies and printing expenses.

Reimbursement Standard Rates

Personnel:

Principal Consultant	\$200 per hour
Associate	\$175 per hour
Administrative Assistant	\$90 per hour

Travel

IRS standard mileage
Hotels at Government contract rates

SERVICES SCHEDULE

Given the schedule proposed, CPMG will commence Consulting Services on Owner's approval of this proposal, anticipating in good faith that specific contract terms can be reached and a final Consulting Services Agreement can be executed in a timely fashion. The specific contract terms shall include, among other standard terms, a termination provision which allows either party to terminate the agreement with or without cause upon thirty (30) days' written notice to the other party and a choice of law/venue provision which provides that the agreement is governed by Tennessee law and the exclusive venue for any dispute arising between the parties shall be the state or federal courts located in Anderson County, Tennessee.

QUALIFICATIONS

CPMG relies on the information provided by Owner, historical documents, and institutional knowledge of others. Owner will provide open access to all project documentation needed to execute the project. To the extent that CPMG will be managing the project to a specific budget, Owner agrees to an open book approach to project financials as needed.

Environmental Site Assessments, other hazardous material surveys, and all subsequent recommendations will be made by others, as appropriately and professionally credentialed.

Architectural and Engineering services, and all subsequent recommendations, construction documents and specifications will be provided by others, as appropriately and professionally credentialed.

CPMG is not responsible for project financing or underwriting, but will support Owner's efforts to that end.

Preparation of contracts (architectural, engineering, design, construction, transaction, etc) will be by others. CPMG will help identify and qualify resources and negotiate scope, fee, and schedule on behalf of Owner, but will rely on Owner's legal team for drafting of contracts, final Legal review and edits where / as needed.

CPMG will extend its best commercial efforts, but can make no material guarantee of outcome(s) as it relates to securing of all discretionary and regulatory permits required to deliver this project.

BILLING AND PAYMENT TERMS

The Proposed Fee for the Phase 1 / PLANNING Consulting Services will be billed as follows:

Regular Monthly Payments, billed on the 1st of each month (net 15 terms).

The Proposed Fee for the Phase 2 / CAPITAL PROJECT MANAGEMENT Consulting Services will be billed as follows:

Regular monthly payments, billed on the 1st of each month (net 15 terms) based on the fee and anticipated duration of each discrete project.

Reimbursable expenses (including but not limited to printing and copy costs, travel beyond a thirty mile radius of Oak Ridge, permitting fees, application fees, travel / overnights requested by Owner, etc) will be billed without any administrative markup and will require prior approval of Owner. Receipts or other proof of purchase for all reimbursable expenses will be provided for Owner review within each monthly invoice.

Please reach out to me if you have any questions about this proposal. I look forward to being a part of this amazing project.

Respectfully,



Corbett Drew, Principal
Cornerstone Program Management Group, LLC

Accepted for Oak Ridge Schools by:

Name Title Date

Oak Ridge Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Memberships	Descriptor Code: 1.104	Issued Date:
		Rescinds:	Issued: <u>04/28/14</u>

- 1 The Board shall maintain membership in the Tennessee School Boards Association,¹ ~~and through its~~
- 2 ~~membership in TSBA shall be an affiliate member of the Southern Region School Boards Association~~
- 3 ~~and the National School Boards Association.~~
- 4 Dues for membership in the Tennessee School Boards Association shall be included in each annual
- 5 budget in accordance with state statute.
- 6 The Board may also maintain institutional membership in other educational organizations which the
- 7 Board finds to be of benefit to members and school system personnel.

Legal References

1. ~~TCA 49-2-2001~~

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Oak Ridge Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Legislative Involvement	Descriptor Code: 1.105	Issued Date:
		Rescinds:	Issued: <u>04/28/14</u>

1 The Board shall work for the passage of new laws designed to advance the cause of improving public
2 education in Tennessee. Likewise, the Board shall work for the repeal or modification of existing laws
3 and for the defeat of proposed laws that impede this cause.

4 To accomplish this:

- 5 1. The Board shall stay informed of pending legislation and actively communicate its concerns
6 and make its position known to their elected representatives at both the state and national level;
- 7 2. The Board shall work with other school boards in the state, other local officials, and the
8 community groups in creating public awareness and support for legislative priorities;
- 9 3. The Board shall annually select one (1) of its members to serve as its ~~representative to the~~
10 ~~Tennessee Legislative Network (TLN);~~legislative representative;
- 11 4. The Board shall work with its ~~TLN~~legislative representative, TSBA, ~~NSBA,~~ and other
12 concerned groups in developing an annual legislative program; and
- 13 5. The Board shall include in its budget appropriate resources to cover costs, including travel
14 expenses, necessary to ensure active participation in the legislative process.

[Cross References](#)

[Board Member Development Opportunities 1.204](#)

Oak Ridge Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date:
		Rescinds:	Issued: <u>04/28/14</u>

1 The Board shall participate in activities designed to assist board members in improving their skills as
2 members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

5 1. An annual calendar of school board conferences, conventions and workshops shall be
6 maintained by the board secretary and provided to each board member in order to ensure
7 compliance with the requirements for professional development.¹ The Board shall identify
8 which meetings should be attended and the benefits thereof.

9 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a
10 whole shall retain the authority to approve or disapprove the participation of members in
11 planned activities;

12 3. Reimbursement to board members for their travel expenses shall be in accord with the travel
13 expense policy for staff members;²

14 4. When a conference, convention or workshop is not attended by the full Board, those
15 participating will be requested to share information, recommendations and materials acquired at
16 the meeting; and

17 5. The public shall be kept informed through the news media about the Board's continuing in-
18 service education and about the programs anticipated for short- and long-range benefits to the
19 schools.

20 The Board regards the following as the kinds of activities and services appropriate under this policy:

21 1. Participation in school board conferences, workshops and conventions held by the State ~~and~~
22 ~~National School Boards Associations~~; and

23 2. Local and district-sponsored training sessions for board members.

Legal References

- ~~1. TCA 49-2-202(a)(5)~~
- ~~2. TCA 49-2-2001~~

Cross References

- ~~Board Self-Evaluation 1.103~~
- ~~Memberships 1.104~~
- ~~School Board Legislative Involvement 1.105~~
- ~~School District Goals 1.700~~
- ~~School Calendar 1.800~~
- ~~Expenses and Reimbursements 2.804~~

Legal References

1. TCA 49-2-202(a)(6)

Cross References

- Board Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

Oak Ridge Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Advertising and Distribution of Materials in the Schools</h2>	Descriptor Code: <h3 style="text-align: center;">1.806</h3>	Issued Date:
		Rescinds:	Issued: <h3 style="text-align: center;">04/29/14</h3>

1 No part of the school system, including the facilities, the name, the staff, and the students, shall be
 2 used for advertising or promoting the interests of any commercial, political or other non-school agency
 3 or organization except that:

4 1. The school may cooperate in furthering the work of any non-profit, community-wide social
 5 service agency, provided that such cooperation does not restrict or impair the educational
 6 programs of the schools;

7 2. The school may participate in radio or television programs under acceptable commercial
 8 sponsorship when such programs are educationally beneficial;

9 3. Community, educational, charitable, recreational and other similar civic groups may advertise
 10 event pertinent to students' interests or involvement. Such advertisement, including the
 11 distribution of materials, shall be subject to any procedures related to time, place and manner
 12 established by the principal;

13 4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The
 14 principal may prohibit materials that:

- 15 a. would likely to cause substantial disruption of the operation of the school;
- 16 b. violate the rights of others;
- 17 c. are obscene, lewd or sexually explicit; or
- 18 d. students would reasonably believe to be sponsored or endorsed by the school.

19 5. The school may, upon approval of the Superintendent/designee, cooperate with any
 20 governmental agency in promoting activities which advance the education or other best
 21 interests of the students;

22 6. Political literature shall not be distributed through the school to students, nor sent home to
 23 parents, nor placed in teachers' mail boxes, lounges, or on school premises;

24 7. Political signs for people who are running for public office shall not be allowed on school
 25 property except on election day; and

26 8. School publications may accept and publish paid advertising under procedures established by
 27 the Superintendent/designee. In accepting and publishing paid advertising, neither the District
 28 nor any subdivision thereof intends to open such space for public expression or a public forum
 29 of any kind. Rather advertising space in school publications is reserved for commercial
 30 advertisement for the purpose of raising funds. By accepting such advertisements, neither the

1 District nor any division thereof intends to endorse the advertising entity's products,
2 viewpoints, or the entity itself.

3 9. Schools may accept and publish paid advertising on signs at athletic fields. By allowing such
4 advertising, the District does not intend to open such space for public expression or a public
5 forum of any kind. Rather, advertising space on signs at athletic fields is reserved for
6 commercial advertisement for the purpose of raising funds in a manner that is acceptable given
7 the school context. The Superintendent/designee shall retain final authority to approve or
8 disapprove advertisements. By accepting advertisements, neither the District nor any division
9 thereof, endorses the advertising entity's products, viewpoints, or the entity itself. The District
10 reserves the right to reject advertisements for reasons, including, but not limited to, the
11 following:

12 a. Is inconsistent with State or Federal Law, Board policies, District or school
13 regulations, or curriculum;

14 b. Is inappropriate for a school setting with a student audience;

15 c. Promotes a product or service that presents a health hazard;

16 d. Exposes the Board to complaint, controversy, or litigation;

17 e. Includes noncommercial expression;

18 8.f. Is otherwise inconsistent with the intended purpose of the advertising space and
19 the surrounding area.
20

Oak Ridge Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	Issued Date: 08/02/21
		Rescinds:	Issued: <u>08/02/21</u> <u>08/11/14</u>

1 All purchases of supplies, materials, equipment, and contractual services in excess of ~~twenty-five~~
2 ~~thousand dollars (\$25,000)~~ \$50,000, including those of individual schools, shall be based on
3 competitive bids.¹ These bids shall be solicited by advertisement in a newspaper of general circulation
4 within the school district. However, ~~said newspaper~~ the advertisement may be waived by the
5 purchasing agent in an emergency.² The purchasing specialist shall advertise for bids and receive
6 quotations. Sealed bids shall be obtained from at least three bidders, whenever feasible, and shall be
7 opened in public. Recommended bids shall be submitted to and approved by the Board of Education.

8 All purchases between ~~\$2,500~~ \$10,000 and ~~\$2550,000~~, including those of individual schools, may be
9 made in the open market without newspaper notice, but shall, whenever possible, be based on at least
10 three (3) competitive bids.² ~~through direct mail request to prospective bidders, telephone, facsimile~~
11 ~~machine, email, or online.~~²

12 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or
13 all bids or any part of any bid and, if applicable, to accept the bid which is best as evidenced by
14 reasons relative to the purpose of the purchase.³ Any bid may be withdrawn prior to the scheduled time
15 for the opening of bids. Any bid received after the time and date specified shall not be considered.

16 The bidder to whom the award is made may be required to enter into a written contract.

17 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
18 or other purchasing procedures is strictly prohibited.

19 **EXEMPTIONS FROM COMPETITIVE BIDDING**

20 Contracts for legal services, educational consultants, services from an insurance provider, and similar
21 services by professional persons or groups of high ethical standards shall not be based upon
22 competitive bids but shall be awarded on the basis of recognized competence and integrity.⁴

23 ~~Insurance purchased through a plan authorized and approved by an organization of governmental~~
24 ~~entities representing cities and counties shall also be exempted.~~⁵

25

26

27

1

Legal References

1. ~~TCA 49-2-203(a)(3); Public Acts of 2021, Chapter No. 310~~
2. ~~TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2)~~
3. ~~TCA 49-2-203(a)(3)(C)~~
4. ~~TCA 12-3-1209; TCA 12-4-107~~
5. ~~TCA 29-20-407~~

Cross References

- ~~Executive Committee 1.301~~
~~Consultants 1.303~~
~~Conflict of Interest 5.601~~

Legal References

1. TCA 49-2-203(a)(3); Public Acts of 2022, Chapter No. 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2); Public Acts of 2022, Chapter No. 1016
3. TCA 49-2-203(a)(D)(c)
4. TCA 12-3-1209; TCA 12-4-107; Public Acts of 2022, Chapter No. 719; TCA 29-20-407

Cross References

- Executive Committee 1.301
Consultants 1.303
Conflict of Interest 5.601

Oak Ridge Schools Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 08/26/19
		Rescinds:	Issued: 08/26/19 08/28/17 06/27/16 11/24/14 06/22/09

1 The Superintendent or designee shall be responsible for developing, maintaining, and acquiring board
 2 approval of the district Emergency Preparedness Plan,¹ which shall include procedures for bomb
 3 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and
 4 medical emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills, which shall
 6 be approved by the Superintendent or designee. When appropriate, such drills shall be held in
 7 conjunction with emergency response agencies. These procedures shall be in written form and
 8 distributed to all staff, students, and parents.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school
 11 days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.
 12 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
 13 throughout the year.²

14 The principal shall ensure that three (3) additional safety drills are given during the school year.³ These
 15 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
 16 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
 17 each school's office.³

18 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and
 19 shall give all school personnel instructions on how to properly use fire extinguishers.

20 **ARMED INTRUDER DRILLS**

21 The principal shall ensure that each school safety team conducts at least one (1) armed intruder drill
 22 annually in coordination with local law enforcement.⁴

23 **AED DRILLS⁵**

24 All schools shall conduct a CPR and AED drill to ensure students are aware of the steps that must be
 25 taken in the event of a medical emergency. The principal shall be responsible for ensuring the drill
 26 occurs.

1 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

2 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
3 and consult with the local and state health departments and other local emergency or healthcare
4 providers in protecting students and the community from further infection. The Superintendent or
5 designee shall develop procedures for health emergencies in accordance with state law and regulations.

6 REMOTE LEARNING DRILLS⁷

7 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
8 reflect how students will transition to remote learning in the event of a disruption to school operations.
9 Students shall not be asked or required to transition to remote learning at any time during the drill.

10

Legal References

1. ~~TRR/MS 0520-01-03-.03(15); TCA 49-6-804~~
2. ~~TCA 68-102-137(b)~~
3. ~~TCA 68-102-137(f)~~
4. ~~TCA 49-6-807~~
5. ~~TCA 49-2-122; TCA 49-6-1208; Public Acts of 2019, Chapter No. 391~~
6. ~~TCA 49-6-3004(a), (e); TCA 49-5-404~~

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. Public Acts of 2022, Chapter No. 936

Cross References

~~Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206~~

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Oak Ridge Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Virtual Education Program	Descriptor Code: 4.212	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Oak Ridge Schools virtual education program is a course or series of courses offered by a school
3 district to provide students a broader range of educational opportunities through the use of technology.
4 Utilizing this program is temporary and shall not replace a student's regular instructional program.¹

5 Class size ratios for the virtual education program shall comply with the requirements as outlined in
6 state law.²

7 Virtual education programs³ shall be made available to students for the following purposes:

- 8 1. Continuity of educational service for students who are homebound;⁴
- 9
- 10 2. Continuity of educational service for students who are quarantining;⁵
- 11
- 12 3. Continuity of educational service for students enrolled in an alternative school;⁶ or
- 13
- 14 4. Continuity of educational service when the district utilizes remote instruction due to dangerous
15 or extreme weather conditions, a serious outbreak of illness affecting or endangering students
16 or staff, or during the administration of end of course examinations or other examinations as
17 allowed per state law.⁷

18 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

19 Students shall be eligible to utilize a virtual education program if participating in one of the above
20 educational opportunities. The following factors shall also be taken into consideration when
21 determining eligibility:

- 22 1. Attendance;
- 23
- 24 2. Grades;
- 25
- 26 3. Technology survey
- 27

28 **ATTENDANCE**

29 Student attendance in the virtual education program shall adhere to the general requirements of board
30 policy 6.200 and any relevant administrative procedures.

1 Methods of confirming student attendance shall include two or more of the following:

- 2 1. Students participating in a phone call with a teacher, with parent/guardian support as
3 appropriate for the age of the student;
- 4 2. Students participating in synchronous virtual instruction;
- 5 3. Students completing work in a learning management system;
- 6 4. Students submitting work via hard-copy or virtual formats.
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11 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

12 A student may be removed from the virtual education program or denied future enrollment in a virtual
13 education program based on disciplinary issues, attendance issues, or poor academic performance.

14 Before a student is removed based on poor academic performance, the following interventions shall
15 occur:

- 16 1. Notification of parent/guardian;
- 17 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and
18 academic performance.
19
20

Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy 3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09; Public Acts of 2022, Chapter No. 960
7. Public Acts of 2022, Chapter No. 897

Cross References

Emergency Closings 1.8011
Homebound Instruction 4.206
Credit Recovery 4.210
Alternative Education 6.319

Oak Ridge Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Reconsideration of Instructional Materials and Textbooks	Descriptor Code: <u>4.4034.402</u>	Issued Date:
		Rescinds:	Issued: <u>11/24/14</u>

- 1 ~~The Board supports principles of intellectual freedom inherent in the First Amendment of the Constitution of the~~
2 ~~United States¹ and expressed in the Library Bill of Rights of the American Library Association.~~
- 3 ~~Because opinions differ, there may be questions concerning some instructional and library materials despite the~~
4 ~~quality of the selection process. If a complaint is made, the following procedure is to be followed:~~
- 5 ~~If a complaint is filed by a parent/guardian, employee, or student regarding textbooks or instructional materials,~~
6 ~~this process is to be followed:¹~~
- 7 1. Inform the complainant of the selection procedures and make no commitments.
 - 8 2. Request the complainant to submit a formal Request for Reconsideration of Instructional Materials.
 - 9 3. Inform the principal (and other appropriate personnel).
 - 10 4. Keep challenged materials available for use during the reconsideration process. The materials shall be removed
11 immediately if they:²
 - 12 a. Were created to align exclusively with Common Core; or
 - 13 b. Are marketed or otherwise identified as Common Core textbooks or instructional materials.
 - 14 5. Upon receipt of the completed form, the principal shall notify the Superintendent/designee.
 - 15 ~~6. The principal requests review of the challenged materials by an ad hoc materials review committee within~~
16 ~~fifteen (15) working days, and notifies the appropriate supervisor and the Superintendent of Schools that such~~
17 ~~review is being done.~~ The review committee is appointed by the principal, and includes certified library media
18 personnel, representatives from classroom teachers, one or more parents, and may include one or more students.
 - 19 ~~6~~7. The review committee shall take the following steps after receiving the challenged materials:
 - 20 a. Read, view or listen to the material in its entirety;
 - 21 b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - 22 c. Determine the extent to which the material supports the curriculum;
 - 23 d. Complete the appropriate Checklist for Reconsideration of Instructional Materials, judging the
24 material for its strength and value; and
25

1 _____e. Present recommendation to principal for further action and to the Superintendent of
2 Schools/designee for
3 _____ purposes of information.
4

5 78. If the complainant desires further action after receiving the recommendation of the committee and the
6 decision of the principal, an appeal may be made to the Board.

Legal References

Island Trees/Union Free School District v. Pico, 457 U.S.
853, 102 S. Ct. 2799 (1982)

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

Cross References

Instructional Standards 4.101
Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Click here to choose a school board.

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Library Media Specialists shall be responsible for library collection development. Library materials
3 shall be reviewed to ensure the content aligns with state law.¹ The library collection shall adhere to the
4 following criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;
6
- 7 2. Materials shall be appropriate for the age and maturity levels of the students who may access
8 them. The determining factor will be based on an assessment of any mature themes or content
9 (i.e., violence, sexual content, vulgar language, substance abuse);
10
- 11 3. Materials shall contain literary, historical, and/or artistic value and merit; and
12
- 13 4. The collection as a whole shall offer a variety of viewpoints.

14 The Executive Director of Teaching and Learning shall be responsible for periodically reviewing the
15 district's library collection in line with these established standards.

16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 18 1. Inform the complainant of the selection procedures and make no commitments.
19
- 20 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
21
- 22 3. Inform the principal (and other appropriate personnel).
23
- 24 4. Keep challenged materials available for use during the reconsideration process.
25
- 26 5. Upon receipt of the completed form, the principal shall notify the Director of Schools/designee.
27
- 28 6. The principal shall request review of the challenged materials by an ad hoc materials review
29 committee within 15 days. The review committee is appointed by the principal and includes
30 certified library media personnel, representatives from classroom teachers, one or more parents,
31 and may include one or more students. The principal will inform the Superintendent of

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Schools/designee of the review committee’s progress.

7. The review committee shall take the following steps after receiving the challenged materials:
 - a. Read, view, or listen to the contested material in its entirety;
 - b. Check general acceptance of the material by reading recognized and evaluative reviews;
 - c. Determine the extent to which the material supports the educational mission of the school;
 - d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the material for its strength and value; and
 - e. Present a recommendation to the Superintendent of Schools/designee and the Board.
8. The Board shall review the recommendation presented by the review committee and make the determination whether the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school.
9. If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the Board shall require the school to remove the material from the library collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

Cross References

- Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Oak Ridge Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date:
		Rescinds: 4.406	Issued: <u>11/24/14</u> <u>06/25/12</u>

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign
6 a written agreement, developed by the ~~director~~Superintendent/designee that sets out the terms and
7 conditions of such use. Any employee who accesses the district's computer system for any purpose agrees
8 to be bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Superintendent of Schools shall develop and implement procedures for appropriate Internet use
10 which shall address the following:

- 11 1. Development of the Network and Internet Use Agreement.
- 12 2. General rules and ethics of Internet access.
- 13 3. Guidelines regarding appropriate instruction and oversight of student Internet use.
- 14 3.4.A uniform signature block for use by all district employees; and
- 15 4.5. Prohibited and illegal activities, including but not limited to the following:¹
 - 16 • Sending or displaying offensive messages or pictures
 - 17 • Using obscene language
 - 18 • Harassing, insulting, defaming or attacking others
 - 19 • Damaging computers, computer systems or computer networks
 - 20 • Hacking or attempting unauthorized access to any computer
 - 21 • Violation of copyright laws
 - 22 • Trespassing in another's folders, work or fi-les
 - 23 • Intentional misuse of resources
 - 24 • Using another's password or other identifier (impersonation)
 - 25 • Use of the network for commercial purposes; and
 - 26 • Buying or selling on the Internet

27 ~~Students~~STUDENTS

28 The Superintendent of Schools/designee shall develop and implement procedures for appropriate
29 Internet use by students. Procedures shall address the following:

- 30 1. General rules and ethics of Internet use.
- 31 2. Prohibited or illegal activities, including, but not limited to:¹

- 1 • Sending or displaying offensive messages or pictures
- 2 • Using obscene language
- 3 • Harassing, insulting, defaming or attacking others
- 4 • Damaging computers, computer systems or computer networks
- 5 • Hacking or attempting unauthorized access
- 6 • Violation of copyright laws
- 7 • Trespassing in another's folders, work or fi-les
- 8 • Intentional misuse of resources
- 9 • Using another's password or other identifier (impersonation)
- 10 • Use of the network for commercial purposes
- 11 • Buying or selling on the Internet

12 **INTERNET SAFETY MEASURES** ³²

13 Internet safety measures shall be implemented that effectively address the following:

- 14 • Controlling access by students to inappropriate matter on the Internet and World Wide
- 15 Web
- 16 • Safety and security of students when they are using electronic mail, chat rooms, and other
- 17 forms of direct electronic communications
- 18 • Preventing unauthorized access, including "hacking" and other unlawful activities by
- 19 students on-line
- 20 • Unauthorized disclosure, use and dissemination of personal information regarding
- 21 students
- 22 • Restricting students' access to materials harmful to them

23 The Superintendent of Schools/designee shall establish a process to ensure the district's education
24 technology is not used for purposes prohibited by law or for accessing sexually explicit materials. The
25 process shall include, but not be limited to:

- 26 • Utilizing technology that blocks or filters Internet access (for both students and adults) to
- 27 material that is obscene, child pornography or harmful to students or pornographic;³
- 28 • Prohibiting and preventing a use from sending, receiving, viewing, or downloading
- 29 materials that are deemed to be harmful to minors;⁴
- 30 • Maintaining and securing a usage log
- 31 • Monitoring on-line activities of students²

32 The Board shall provide reasonable public notice of, and at least one (1) public hearing or meeting to
33 address and communicate, its Internet safety measures.²

34 A written parental consent shall be required prior to the student being granted access to electronic media
35 involving district technological resources. The required permission/agreement form, which shall specify
36 acceptable uses, rules of on-line behavior, access privileges and penalties for policy/ procedural
37 violations, must be signed by the parent/legal guardian of minor students (those under 18 years of age)
38 and also by the student. This document shall be executed each year and shall be valid only in the school
39 year in which it was signed unless parent(s) provide written notice that consent is withdrawn. In order

1 to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must
2 provide the Superintendent of Schools/designee with a written request.

3 Complaints alleging a violation of the internet safety measures shall be submitted to the
4 Superintendent/designee. All complaints shall be reviewed to determine how to appropriately respond.

5 **E-MAIL**

6 Users with network access shall not utilize district resources to establish electronic mail accounts through
7 third-party providers or any other nonstandard electronic mail system. All data including e-mail
8 communications stored or transmitted on school system computers shall be monitored.
9 Employees/students have no expectation of privacy with regard to such data. E-mail correspondence
10 may be a public record under the public records law and may be subject to public inspection.²⁵

11 **INTERNET SAFETY INSTRUCTION⁴⁶**

12 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
13 computer resources. The ~~director~~Superintendent/designee shall provide adequate in-service instruction
14 on internet safety. Parents and students will be provided with material to raise awareness of the dangers
15 posed by the internet and ways in which the internet may be used safely.

16 **SOCIAL NETWORKING**

- 17 1. District staff who have a presence on social networking websites are prohibited from posting
18 data, documents, photographs or inappropriate information that is likely to create a material and
19 substantial disruption of classroom activity.
- 20 2. District staff are prohibited from accessing personal social networking sites on school computers
21 or during school hours except for legitimate instructional purposes.
- 22 3. The Board discourages district staff from socializing with students on social networking
23 websites. The same relationship, exchange, interaction, information, or behavior that would be
24 unacceptable in a non-technological medium is unacceptable when done through the use of
25 technology.

26 **VIOLATIONS**

27 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
28 with the existing disciplinary procedures of this District.

29

30 **VENDOR CONTRACTS³**

31 Prior to entering into any contract for the provision of digital or online materials created or marketed
32 for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor
33 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or

- 1 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a
- 2 user from sending, receiving, viewing, or downloading materials that are harmful to minors.

Legal References

1. TCA 39-14-602
2. TCA 10-7-512
3. Children's Internet Protection Act (Public Law 106-554)
4. TCA 49-1-221

Cross References

- Use of Electronic Mail (e-mail) 1.805
Web Pages 4.407

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

- Use of Email 1.805
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Oak Ridge Schools Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System	Descriptor Code: 4.600	Issued Date: 08/28/17
		Rescinds:	Issued: 08/28/17 11/24/14

1 The Superintendent or designee shall develop an administrative procedure to establish a system of
2 grading and assessment for evaluating and recording student progress and to measure student
3 performance in conjunction with board-adopted content standards for grades K-8.⁴ The
4 grading/assessment system shall follow all applicable statutes and rules and regulations of the State
5 Board of Education. The grading/assessment system shall be uniform district-wide at comparable grade
6 levels, except that the Superintendent or designee shall have the authority to establish and operate
7 ungraded and/or unstructured classes in grades K-3 according to state rules and regulations.²¹

8 The Superintendent or designee shall submit a copy of the grading, reporting and assessment systems to
9 the board before the system is implemented.³² These guidelines shall be communicated annually to
10 students and parents/guardians.¹

11 Conduct grades are based on behavior and shall not be deducted from scholastic grades.

12 **GRADING SYSTEM: GRADES NINE - TWELVE (9-12)¹**

13 Schools teaching grades nine through twelve shall use the uniform grading system established by the
14 State Board of Education. Using the uniform grading system, students' grades shall be reported for the
15 purposes of application for post-secondary financial assistance administered by the Tennessee Student
16 Assistance Corporation.

17 ~~Subject area grades shall be expressed by the letters A through F with their corresponding percentage~~
18 ~~range. This grading system shall be uniform throughout the school system for each grade.~~

19 Subject-area grades shall be expressed by the following letters with their corresponding percentage
20 range:

- 21 • A (90-100)
- 22 • B (80-89)
- 23 • C (70-79)
- 24 • D (60-69)
- 25 • F (0-59)

26 This grading system shall be uniform throughout the school district for each grade.

27 Advanced coursework grades will be weighted with additional percentage points to calculate the
28 semester average. Depending on the course taken, the following percentage points will be assigned:

- 1 • Honors Courses – three (3) percentage points;
- 2 • Local and Statewide Dual Credit, Capstone Industry Certification Aligned, and Dual Enrollment
- 3 Courses – four (4) percentage points; and
- 4 • Advanced Placement, Cambridge International, College Level Exam Program (CLEP), and
- 5 International Baccalaureate Courses – five (5) percentage points.

6 **LOTTERY SCHOLARSHIPS**⁴³

7 Each school counselor shall provide incoming freshman with information on college core courses
8 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score,
9 etc.) that must be met in order to receive a scholarship.

10 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal
11 Student Aid (FAFSA). The FAFSA is available at the guidance office or online at www.fafsa.ed.gov.
12 Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications
13 in a timely manner.

14 Elementary and middle school counselors shall explain the HOPE Scholarship and its requirements to
15 their students and impress upon them the benefits of making good grades.

16 **LOTTERY SCHOLARSHIP DAY**

17 Each school year, prior to scheduling courses for the following school year, schools teaching students in
18 grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁵⁴

Legal References

1. ~~TRR/MS 0520-01-03-.05(3), SBOE Policy 3.301~~
2. ~~TCA 49-1-302(e)(2), (g)~~
3. ~~TCA 49-2-203(b)(7)~~
4. ~~TCA 49-4-904, 907~~
5. ~~TCA 49-4-932(f)~~

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education Policy 3.301; Public Acts of 2022, Chapter No. 1080
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-4-904, 907
4. TCA 49-4-932(f)

Cross References

- Alternative Credit Options 4.209
- Credit Recovery 4.210
- Reporting Student Progress 4.601
- Honor Roll, Awards, & Class Ranking 4.602
- Promotion and Retention 4.603
- Transcript Alterations 4.608

OAK RIDGE SCHOOLS

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Superintendent of Schools/designee may hire a retired individual if certain conditions are met as
3 provided for in state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

5 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed
6 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers
7 may substitute teach for additional days if the Superintendent of Schools/designee certifies in writing to
8 the Division of Retirement that no other qualified personnel are available to substitute teach.¹

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

10 The Superintendent of Schools/designee may employ teachers retired for at least one (1) year for full-
11 time employment as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis.
12 Retirement benefits will not be lost or suspended under certain conditions which include, but are not
13 limited to, the following:²

- 14 1. The Superintendent of Schools/designee of the employing district shall certify in writing that
15 no other qualified individuals are available to fill the position;
- 16
17 2. The Commissioner of Education shall certify that the employing school district serves an area
18 that lacks qualified teachers to serve in the position to be filled;
- 19
20 3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 21
22 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
23 receive medical insurance coverage; and
- 24
25 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
26 Board for teachers with no experience filling similar positions or more than eighty-five percent
27 (85%) of the rate of compensation set by the Board for teachers with comparable training and
28 years of experience filling similar positions.

1 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³**

2 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as
3 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the
4 following conditions:

- 5 1. The retired member has been retired for at least sixty (60) calendar days;
- 6
- 7 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
8 retirement allowance;
- 9
- 10 3. The retired member's employment can't be longer than a one (1) year period; however, the
11 retired member can be reemployed for additional one (1) year periods;
- 12
- 13 4. The retired member is not drawing disability retirement benefits; and
- 14
- 15 5. The retired member can't accrue additional retirement benefits.

16 The Superintendent of Schools/designee shall notify TCRS of the member's reemployment and certify
17 in writing that the retired member has the required experience and training for the position and that no
18 other qualified persons are available to fill the position.

19 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
20 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
21 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
22 percent (5%) of the retired member's pay rate.
23

Legal References

1. TCA 8-36-805
2. TCA 8-36-821
3. Public Acts of 2022, Chapter No. 821

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Oak Ridge Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 08/02/21
		Rescinds: IV-76	Issued: 08/02/21 09/25/17 01/26/15

1 **SUSPENSION PENDING AN INVESTIGATION ¹**

2 The superintendent of schools may suspend a tenured employee at any time that may seem necessary, pending
3 investigation or final disposition of a case before the board or an appeal. If the matter under investigation is not
4 the subject of an ongoing criminal investigation or a department of children's services investigation, and if no
5 charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in
6 duration. Under no circumstances shall the superintendent of schools suspend a teacher with pay. If vindicated
7 or reinstated, the teacher shall be paid full salary for the period of suspension.

8 **SUSPENSION OF THREE DAYS OR LESS ^{2,3,4}**

9 The superintendent of schools/designee may suspend a tenured employee for incompetence, inefficiency, neglect
10 of duty, unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1)
11 provided with written notice, including the reasons for the suspension along with an explanation of the evidence;
12 (2) given an opportunity to respond to the superintendent at a conference, if requested within five (5) days; and
13 (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel
14 at the conference, which shall be recorded.

15 Under no circumstances shall a superintendent of schools suspend a tenured employee with pay. If reinstated, the
16 tenured employee shall be paid full salary for the period of suspension, unless suspension without pay is deemed
17 to be an appropriate penalty.

18 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS ⁵⁴**

19 The district shall maintain a list of qualified individuals who have indicated a willingness to act as impartial
20 hearing officers, as defined under Tennessee law.

21 When charges are made against a tenured employee, charging the employee with offenses which may justify
22 dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the
23 offenses which are charged and shall be signed by the party or parties making the charges.

24 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater than
25 three days of the employee, the superintendent of schools shall give the employee a written notice of this decision,
26 a copy of the charges against the employee, and a copy of a form provided by the Commissioner of Education
27 advising the employee of his/her legal duties, rights and recourse.

28 A tenured employee who has been given notice of charges against him/her may within thirty (30) days after receipt
29 of notice give written notice to the superintendent of schools of his/her request for a hearing.

1 The superintendent of schools shall, within five (5) days after receipt of request, assign a hearing officer from the
2 list maintained by the district.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or
4 the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the
5 scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial
6 request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be
7 conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and
8 evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of
9 the proceedings.

10 Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten
11 (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The
12 superintendent of schools shall prepare a copy of the proceedings, including all transcripts and evidence,
13 documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice
14 of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The
16 appealing party may appear before the Board to argue why the adverse ruling should be over- turned. In no event
17 should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time.
18 At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the Hearing officer,
19 send the record back for additional evidence, revise the penalty or reverse the decision. The Board shall render
20 its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the
21 Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the superintendent
22 and reviewed by the Board to the Chancery court for its review.

23 **RESIGNATION**

24 A tenured employee shall give the superintendent of schools notice of resignation at least thirty (30) days before
25 the effective date of the resignation. An employee who fails to give such notice, in the absence of justifiable
26 extenuating circumstances, shall forfeit all tenure status. The district may waive the thirty (30) days' notice
27 requirement and permit an employee to resign in good standing.⁵

28 The conditions under which it is permissible to break a contract with the district are as follows:⁶

- 29 1. The incapacity on the part of the employee to perform the contract as evidenced by the certified statement
30 of a physician;
- 31 2. The release by the district of the employee from the contract which the employee has entered into with
32 the district.⁶

33 Any employee on leave shall notify the superintendent of schools in writing at least thirty (30) days prior to the
34 date of return if the employee does not intend to return to the position from which he/she has taken leave. Failure
35 to render such notice may be considered a breach of contract.⁷

36 Upon a breach of contract with the district, the Board, upon a motion recorded in its minutes, may file a complaint
37 with the State Board of Education and request the suspension of a employee's license. After the State Board of
38 Education has provided the employee an opportunity for defense during a hearing, the State Board of Education
39 may suspend the license for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸

40

1 **RETIREMENT**

2

3 Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits
4 from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect to retire
5 at any age according to the provisions of the retirement system.

6 Central office personnel shall assist employees in securing retirement benefits; however, it shall be the
7 responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central
8 office. It shall be the responsibility of the retiring employee to file for benefits. ~~Employees who retire under TCRS
9 may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired
10 teachers may substitute teach for additional days if the superintendent of schools certifies in writing that no other
11 qualified personnel are available to substitute teach.⁹~~

12 ~~The superintendent of schools may employ employees retired for at least one year for full-time employment as a
13 kindergarten through twelfth grade teacher on a year to year basis. Retirement benefits will not be lost or
14 suspended under certain conditions, which include but are not limited to the following:¹⁰~~

15 ~~1. The superintendent of schools of the employing system must certify in writing that no other qualified
16 individuals are available to fill the position;~~

17 ~~2. The Commissioner of Education must certify that the employing school system serves an area that lacks
18 qualified employees to serve in the position to be filled;~~

19 ~~3. The retired employee must hold a valid license and shall not be entitled to tenure status;~~

20 ~~4. The retired employee shall not be eligible to accrue additional retirement benefits, accrue leave or receive
21 medical insurance coverage; and~~

22 ~~The salary paid to the retired member shall not be less than the rate of compensation set by the district for teachers
23 with no experience filling similar positions, nor more than eighty-five percent (85%) of the rate of compensation
24 set by district for teachers with comparable training and years of experience filling similar positions.~~

=====
Legal References

- 1. TCA 49-5-511(a)(3)
- 2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
- 3. TCA 49-5-511(a)(2)
- 4. TCA 49-5-511-513
- 5. TCA 49-5-508(a)
- 6. TCA 49-5-508(e)
- 7. TCA 49-5-706
- 8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
- 9. TCA 8-36-805
- 10. TCA 8-36-821

=====
Cross References

- Public Hearings 1.401
- Teacher Tenure 5.117
- Recommendations and File Transfers 5.203

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805
10. TCA 8-36-821

Cross References

- Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Oak Ridge Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Licensed Employees	Descriptor Code: 5.201	Issued Date: 08/02/21
		Rescinds: IV-76	Issued: <u>08/02/21</u> <u>09/25/17</u> 08/03/15 01/26/15

1 **SUSPENSION PENDING AN INVESTIGATION** ¹

2 The superintendent of schools may suspend an employee at any time that may seem necessary, pending
3 investigation or final disposition of a case before the board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a department of children's services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the superintendent of schools
7 suspend a non-tenured employee with pay. If vindicated or reinstated, the non-tenured teacher shall be
8 paid full salary for the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS** ²

10 A superintendent of schools/designee may suspend an employee for incompetence, inefficiency, neglect
11 of duty, unprofessional conduct and insubordination. Before an employee is suspended he/she shall be:
12 (1) provided with written notice, including the reasons for the suspension along with an explanation of
13 the evidence; (2) given an opportunity to respond to the superintendent at a recorded conference, if
14 requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.
15 Both parties may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall the superintendent of schools suspend a non-tenured teacher with pay. If
17 reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension
18 without pay is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS**²

20 The superintendent of schools may dismiss or suspend for more than three (3) days any non-tenured
21 employee **during the contract year** for incompetence, inefficiency, insubordination, improper conduct
22 or neglect of duty after giving the non-tenured employee, in writing, due notice of the charges.

23 The superintendent of schools shall give the non-tenured employee an opportunity for a full and complete
24 hearing before an impartial hearing officer.

25 The district will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case and the employee shall have the right to:

- 1 1. be represented by counsel;
- 2 2. call and subpoena witnesses;
- 3 3. examine all witnesses; and
- 4 4. require that all testimony be given under oath.

5 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
6 affected employee within ten (10) working days following the close of the hearing. The employee may
7 appeal the decision to the district within ten (10) working days of the hearing officer rendering the written
8 decision to the employee. Written notice of appeal to the district shall be given to the superintendent of
9 schools. Within twenty (20) days of receipt of notice, the superintendent shall prepare a copy of the
10 proceedings, transcript, documentary and other evidence presented and provide the district a copy of the
11 same.

12 The superintendent of schools shall also have the right to appeal any adverse ruling by the Hearing
13 Officer in same manner as the non-tenured employee. The district shall hear the appeal. No new evidence
14 shall be introduced. The non-tenured employee may appear in person or be represented by counsel and
15 argue why the decision should be modified or reversed. The district shall take one of the following
16 actions:

- 17 1. sustain the decision;
- 18 2. send the record back if additional evidence is necessary; or
- 19 3. revise the penalty or reverse the decision.

20 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
21 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
22 after the conclusion of the hearing.

23 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
24 the chancery court in the county where the school system is located. The Board shall provide the entire
25 record of the hearing to the court.

26 **NONRENEWAL**

27 Non-tenured employees are subject to the same rules and regulations and are entitled to the privileges of
28 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
29 or tenure protections.

30 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
31 tenured employee and providing assistance for overcoming these deficiencies.

32 The superintendent of schools is under no obligation to re-employ non-tenured teachers at the end of
33 their contract period. If the superintendent of schools determines not to renew the contract of a non-
34 tenured employee, the following action shall be taken:

- 35 1. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail,
36 overnight carrier, or by email so that it will be received by the employee within five (5) business
37 days following the last instructional day for the school year.³ If the reason for nonrenewal is due

1 only to a loss of funding for the position, then the notice shall include a statement listing it as the
2 cause for nonrenewal.⁴

4 **RESIGNATION**

5 A teacher shall give the superintendent of schools notice of resignation at least thirty (30) days before
6 the effective date of the resignation.⁴⁵ The Board may waive the thirty (30) days-notice requirement and
7 permit an employee to resign in good standing.

8 The conditions under which it is permissible to break a contract with the district are as follows:⁵⁶

- 9 1. The incapacity on the part of the employee to perform the contract as evidenced by the certified
10 statement of a physician;
- 11 2. The release by the district of the teacher from the contract which the employee has entered into
12 with the district.

13 Any employee on leave shall notify the superintendent of schools in writing at least thirty (30) days prior
14 to the date of return if the employee does not intend to return to the position from which he/she has taken
15 leave. Failure to render such notice may be considered a breach of contract.⁶⁷

16 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
17 the State Board of Education and request the suspension of an employee's license. After the State Board
18 of Education has provided the employee an opportunity for defense during a hearing, the State Board of
19 Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-
20 five (365) days.⁷⁸

21 **RETIREMENT**

22 Retirement shall mean a termination of services under conditions which will allow the employee to draw
23 benefits from retirement plans and/or social security benefits.

24 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
25 the retirement system. Central office personnel shall assist employees in securing retirement benefits;
26 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
27 writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file for
28 benefits.

29 ~~Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year~~
30 ~~without loss of retirement benefits. Retired employees may substitute teach for additional days if the~~
31 ~~superintendent of schools certifies in writing to the Board that no other qualified personnel are available~~
32 ~~to substitute teach.~~⁸

33 ~~The superintendent of schools may employ licensed staff retired for at least one year for full-time~~
34 ~~employment as a kindergarten through twelfth grade teacher on a year to year basis. Retirement benefits~~
35 ~~will not be lost or suspended under certain conditions, which include but are not limited to the following:~~⁹

- 1 ~~1. The superintendent of schools of the employing system must certify in writing that no other~~
- 2 ~~qualified individuals are available to fill the position;~~
- 3 ~~2. The Commissioner of Education must certify that the employing school system serves an area~~
- 4 ~~that lacks qualified employees to serve in the position to be filled;~~
- 5 ~~3. The retired employee must hold a valid license and shall not be entitled to tenure status;~~
- 6 ~~4. The retired employee shall not be eligible to accrue additional retirement benefits, accrue leave~~
- 7 ~~or receive medical insurance coverage; and~~
- 8 ~~5. The salary paid to the retired member shall not be less than the rate of compensation set by the~~
- 9 ~~district for teachers with no experience filling similar positions, nor more than eighty five percent~~
- 10 ~~(85%) of the rate of compensation set by district for teachers with comparable training and years~~
- 11 ~~of experience filling similar positions.~~

12 *(Note: Nonrenewal of non-tenured employees after the contract year is not suspension or dismissal and*
 13 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
 14 *non-tenured employees after the contract year follows the nonrenewal procedures outlined in this*
 15 *policy.)*
 16

Legal References

1. ~~TCA 49-5-511(a)(3)~~
2. ~~TCA 49-2-301(b)(1)(EE); TCA 49-5-512~~
3. ~~TCA 49-5-409; Public Acts of 2021, Chapter No. 378~~
4. ~~TCA 49-5-508~~
5. ~~TCA 49-5-411(a)~~
6. ~~TCA 49-5-706~~
7. ~~TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493~~
8. ~~TCA 8-36-805~~

9. ~~TCA 8-36-821~~

Cross References

- ~~Public Hearings 1.401~~
- ~~Teacher Tenure 5.117~~
- ~~Recommendations and File Transfers 5.203~~

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No. 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805

Cross References

- Public Hearings 1.401
- Teacher Tenure 5.117
- Recommendations and File Transfers 5.203

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Oak Ridge Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 11-22-21
		Rescinds:	Issued: <u>11/22/21</u> 09/25/17 01/26/15

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies
 2 until a licensed teacher is available.^{1,2} Substitute teachers may be employed and paid directly by the
 3 Board of Education or by a third-party employer through an agreement between such third-party
 4 employer and the Board of Education.

5 Substitute teachers employed by third-party entities shall be subject to the same unemployment benefit
 6 eligibility conditions as substitute teachers employed directly by the Board of Education.²

7 **APPLICATION/QUALIFICATIONS**

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be
 10 hired.⁴

11 Qualifications for substitute teachers shall be determined by the Superintendent of Schools in compliance
 12 with board policy, state laws and State Board of Education rules and regulations.

13 A list of substitute teachers will be prepared by the Human Resources Office who will maintain files
 14 which may include transcripts, credentials, recommendations and other pertinent information.

15 **COMPENSATION**

16 If employed directly by the Board of Education, the compensation of substitute teachers shall be deter-
 17 mined annually by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
 19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
 20 after July 1, 2011 through July 1, 2016.⁵

21 **CERTIFICATION**

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substi-
 23 tute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught or shall
 24 be a retired teacher that held the appropriate endorsement.⁶ When substituting for a teacher without sick
 25 leave, the substitute shall be certified and paid according to the state salary schedule.¹

~~1 Retired teachers may substitute one hundred twenty (120) days per year without loss of retirement ben-
2 efits,¹ and may substitute for additional days if the Superintendent certifies in writing to the Division of
3 Retirement that no other qualified personnel are available to substitute teach.⁷~~

4 **EMERGENCY NEEDS**

5
6 Any district personnel may serve as substitute teachers in emergency situations. Emergency use shall be
7 defined as less than a full day due to the regular or substitute teacher being unable to arrive on time or
8 remain for the full day.

9 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
10 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
11 for both positions at the same time.

12 **TRAINING AND ORIENTATION**

13 The Superintendent of Schools and/or designee shall be responsible for ensuring that there are
14 appropriate training and development programs for substitute teachers.

15 **RESPONSIBILITIES**

16 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not lim-
17 ited to, bus duty and playground supervision.

18 **RE-EMPLOYMENT/TERMINATION**

19 On an annual basis, the Superintendent of Schools and/or designee, with input from the principals, shall
20 determine which substitute teachers performed at an acceptable level. Substitute teachers who performed
21 below an acceptable level shall not be re-employed.

22 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
23 the principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

- ~~1. TRR/MS 0520-01-02-.04(5)~~
- ~~2. TCA 49-5-709~~
- ~~3. TCA 49-5-413(a)(2)~~
- ~~4. TCA 49-2-203(a)(15)~~
- ~~5. TCA 49-3-312(b)~~
- ~~6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)~~
- ~~7. TCA 8-36-805~~

Legal References

Cross References

~~Background Investigations 5.118~~

Cross References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

Background Investigations 5.118
Employment of Retirees 5.119

Oak Ridge Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: <h2 style="margin: 0;">Attendance</h2>	Descriptor Code: 6.200	Issued Date: 08/23/21
		Rescinds: 6.200	Issued: 08/02/21 03/30/20 11/25/19 10/28/19 08/27/18 09/28/15 02/25/13

- 1
- 2 Attendance is a key factor in student achievement and therefore, students are expected to be present
- 3 each day school is in session.
- 4
- 5 The Superintendent of Schools/designee shall develop appropriate administrative procedures to
- 6 implement this policy.
- 7
- 8 The attendance supervisor shall oversee the entire attendance program which shall include: ¹
- 9
- 10
 1. All accounting and reporting procedures and their dissemination;
 - 11 2. Alternative program options for students who severely fail to meet minimum attendance
 - 12 requirements;
 - 13 3. Ensuring that all school age children attend school;
 - 14 4. Providing documentation of enrollment status upon request for students applying for new or
 - 15 reinstatement of driver's permit or license; and
 - 16 5. Notifying the Department of Safety whenever a student with a driver's permit or license
 - 17 withdraws from school. ²
- 18
- 19 Student attendance records shall be given the same level of confidentiality as other student records. Only
- 20 authorized school officials with legitimate educational purposes may have access to student information
- 21 without the consent of the student or parent(s)/guardian(s). ³
- 22
- 23 Absences shall be classified as either excused or unexcused as determined by the principal/designee.
- 24
- 25 Excused absences shall include:⁴
- 26
 1. Personal illness/injury;
 - 27 2. Verifiable family emergency;
 - 28 3. Death in the family;
 - 29 4. Extreme weather conditions;

- 1 5. Religious observances;⁵
- 2 6. Pregnancy;
- 3 7. School endorsed activities
- 4 8. Summons, subpoena, or court order; or
- 5 9. Circumstances which in the judgment of the principal create emergencies over which the
- 6 student has no control.
- 7

8 **SCHOOL SPONSORED ACTIVITIES AND POSTSECONDARY SCHOOL VISITS**

9 Students participating in a school sponsored field trip, excursion, competition or postsecondary school
10 visit will be counted present. Board Policy 6.2001 provides specific information regarding
11 postsecondary school visits as well as the required documentation to be counted present during a
12 postsecondary school visit.

13 The principal shall be responsible for ensuring that:⁶

- 14 1. Attendance is checked and reported daily for each class;
- 15 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
16 for the majority of the day;
- 17 3. All student absences are verified;
- 18 4. Written excuses are submitted for absences and tardiness; and
- 19 5. System-wide procedures for accounting and reporting are followed.
- 20

21 **TRUANCY**

22
23 Annually, the Superintendent of Schools/designee will provide written notice to parent(s)/guardian(s)
24 that attendance at school is required. Students shall be present at least fifty percent (50%) of the
25 scheduled school day in order to be counted present. Students may attend part-time days, alternating
26 days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan
27 and shall be considered present for school attendance purposes.⁸ If a student is required to participate
28 in a remedial instruction program outside of the regular school day where there is no cost to the
29 parent(s)/guardian(s) and the school system provides transportation, unexcused absences from these
30 programs shall be reported in the same manner.⁷

31
32 A student who is absent five (5) days without adequate excuse shall be reported to the Superintendent
33 of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the
34 student's absence. If a parent does not provide documentation within adequate time excusing those
35 absences, or request an attendance hearing, then the Superintendent of Schools/designee shall
36 implement the progressive truancy intervention plan described below prior to referral to juvenile court.

37 38 *Progressive Truancy Intervention Plan*⁸

39
40 Prior to referral to juvenile court, the following progressive truancy intervention plan will be
41 implemented.

42
43

Tier I

Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide prevention-oriented supports to assist with satisfactory attendance. Tier I of the progressive truancy intervention plan shall include the following:

Tier I Actions:

1. Attendance expectations and Truancy Reporting Steps are provided in the Student Handbook annually.
2. Student attendance will be documented daily using the student management system. The student management system provides parent/guardian access allowing parents to monitor their child's school attendance.
3. Parent/Guardian will receive an automated phone call each day that their child is absent from school.
4. Once a student has accumulated 3 unexcused absences, the parent/guardian will receive an automated phone message regarding this attendance concern.

Tier II

Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5) unexcused absences, but before referral to juvenile court, and includes the following:

1. A conference with the student and the student's parent(s)/guardian(s);
2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and an attendance supervisor or designee. The contract shall include:
 - a. A specific description of the school's attendance expectations for the student;
 - b. The period for which the contract is effective; and
 - c. Penalties for additional absences and alleged school offenses, including additional disciplinary action and potential referral to juvenile court; and
3. Regularly scheduled follow-up meetings to discuss the student's progress.
4. Under this tier, a school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

Tier III

This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

1 These interventions shall be determined by a team formed at each school. The interventions shall
2 address student needs in an age-appropriate manner. Finalized plans shall be approved by the
3 Superintendent of Schools/designee.

4 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY**⁹

5
6
7 A principal/designee may excuse a student to participate in non-school sponsored extracurricular
8 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)
9 absences each school year. No later than seven (7) business days prior to the student's absence, the
10 student shall provide documentation to the school as proof of the student's participation along with a
11 written request for the excused absence from the student's parent/guardian. The request shall include
12 the following:

- 13
14 1. Student's name and personal identification number;
- 15
16 2. Student's grade;
- 17
18 3. The dates of the student's absence;
- 19
20 4. The reason for the student's absence; and
- 21
22 5. The signatures of the student and parent/guardian.

23 **MAKE-UP WORK**

24
25 Make up work for excused or unexcused absences must be requested by the student or parent no later
26 than three (3) days after returning to school.

27 **STATE-MANDATED TESTS/END OF COURSE EXAMS**

28
29 Students who are absent the day of the scheduled End of Course Exams must present a signed doctor's
30 excuse or must have been given an excused release by the principal prior to testing to receive an excused
31 absence. Students who have excused absences will be allowed to take a make-up exam. Excused
32 students will receive an incomplete in the course until they have taken the End of Course Exam.

33
34 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be
35 averaged into their final grade.

36 **CREDIT/PROMOTION DENIAL**

37
38
39 Credit/promotion denial determinations may include student attendance, however, student attendance
40 may not be the sole criterion.⁹ If attendance is a factor prior to credit/promotion denial, the following
41 shall occur:

- 42
43 1. Parents and students shall be advised if a student is in danger of credit/promotion denial due
44 to excessive absenteeism.
- 45 2. Procedures in due process are available to the student when credit or promotion is denied.

DRIVER'S LICENSE REVOCATION²

More than ten (10) consecutive or fifteen (15) reported unexcused absences by a student during any semester renders a student ineligible to retain a driver's permit or license or to obtain such if of age.

~~In order to qualify for reclaiming a driver's permit or license, the student must make a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent grading period.~~

ATTENDANCE HEARING¹⁰

Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee decision, the principal shall send written notification to the Superintendent of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Superintendent of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Superintendent of schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record. Following the review, the Board may affirm or overturn the decision of the Superintendent of schools/designee. The action of the Board shall be final.

The Superintendent of schools/designee shall ensure that this policy is posted in each school building and disseminated to all students, parents, teachers and administrative staff.

Legal References

1. ~~TCA 49-6-3006~~
2. ~~TCA 49-6-3017(e)~~
3. ~~20 USCA § 1232g~~
4. ~~TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100~~
5. ~~TCA 49-6-2904(b)(5)~~
6. ~~TCA 49-6-3007~~
7. ~~TCA 49-6-3021~~
8. ~~TCA 49-6-3007; TCA 49-6-3009; Public Acts of 2021, Chapter No. 223~~
9. ~~TCA 49-2-203(b)(7); TCA 49-6-3002(b)~~
10. ~~TRR/MS 0520-01-02-.17(7)~~

Cross References

~~School Calendar 1.800~~
~~Extracurricular Activities 4.300~~
~~Interscholastic Athletics 4.301~~
~~Field Trips/Excursions/Competitions 4.302~~
~~Reporting Student Progress 4.601~~
~~Promotion and Retention 4.603~~
~~Recognition of Religious Beliefs, Customs, & Holidays 4.803~~
~~Voluntary Pre-K Attendance 6.2011~~
~~Homeless Students 6.503~~
~~Students in Foster Care 6.505~~
~~Students from Military Families 6.506~~
~~Student Records 6.600~~

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022, Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
10. TRR/MS 0520-01-02-.17(7)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
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Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Oak Ridge Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Admission of Suspended or Expelled Students	Descriptor Code: 6.318	Issued Date:
		Rescinds:	Issued: <u>09/28/15</u>

1 The Board may deny admission of any student (except those in state custody) who has been expelled
 2 or suspended from another school system in Tennessee or another state even though the student has
 3 established residency in the system in which he/she seeks enrollment.

4 After a request for enrollment is made, the superintendent or designee shall investigate the facts
 5 surrounding the suspension/expulsion from the former school system and make a recommendation to
 6 the Board to approve or deny the request.

7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.

8 ~~If the action of the Board is to deny admission, the superintendent shall, on behalf of the Board of~~
 9 ~~Education, notify the Commissioner of Education of the decision.~~

10 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
 11 suspended or expelled from the former school system.¹

~~Legal References~~

1. ~~TCA 49-6-3401 (f); 20 U.S.C. A § 1232G(b)(4)(h)~~

~~Cross References~~

- ~~School Admissions 6.203~~
~~Student Records 6.600-604~~

Legal References

2. TCA 49-6-3401(f); Public Acts of 2022, Chapter
No. 868; 20 USCA § 1232g(b)(4), (h)

Cross References

- School Admissions 6.203
Student Records 6.600

Oak Ridge Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: <h2 style="text-align: center;">Reporting Child Abuse</h2>	Descriptor Code: 6.409	Issued Date:
		Rescinds: III-45	Issued: <u>09/21/20</u> 08/27/18 09/26/16 09/28/15

1 *General*

2 The Superintendent of Schools/designee shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
- 4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
- 5 2. Require that the Coordinator and the Alternate receive appropriate training;
- 6 3. Supply the Coordinator with all necessary resources;
- 7 4. Ensure that all school personnel working directly with students annually complete the child
- 8 abuse training program required by state law.²

9 The Coordinator shall assist any employee with appropriately reporting and responding to instances of

10 child abuse or child sexual abuse.

11 **REPORTING**

12 All personnel shall be alert for any evidence of child abuse, sexual abuse, or neglect.³ If personnel

13 know or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed

14 immediately with the Coordinator, the Department of Children’s Services (DCS), and law

15 enforcement.⁴ When alleged abuse involves someone employed by, previously employed by, or

16 otherwise affiliated with the school, the report may be directly to the DCS and law enforcement prior

17 to notifying the Coordinator.⁵

18 The report shall include, to the extent known by the reporter:⁵⁶

- 19 1. The name, address, telephone number, and age of the child;
- 20 2. The name, address, telephone number, of the parents or persons having custody of the child;
- 21 3. The nature and extent of the abuse or neglect; and
- 22 4. Any evidence to the cause or any other information that may relate to the cause or extent of the
- 23 abuse or neglect.

1 ~~The identity of the person reporting shall remain confidential except when the juvenile court~~
 2 ~~determines otherwise.~~ The Superintendent/designee shall develop reporting procedures, including
 3 sample indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.

4 **CONFIDENTIALITY**

5 District employees shall keep all information regarding any child abuse confidential in accordance
 6 with state law.

7 **INVESTIGATIONS**

8 School administrators and employees have a duty to cooperate, provide assistance and information in
 9 child abuse investigations⁶⁷ including permitting child abuse review teams to conduct interviews while
 10 the child is at school. The principal may control the time, place and circumstances of the interview, but
 11 may not insist that a school employee be present even if the suspected abuser is a school employee or
 12 another student. The principal is not in violation of any laws by failing to inform parents that the child
 13 is to be interviewed even if the suspected abuser is not a member of the child's household.⁷⁸

1.

Legal References

1. H.B. 2461, 111th Tenn. Gen. Assembly (2020)
2. TCA 37-1-408
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); H.B. 2461, 111th Tenn. Gen. Assembly (2020)
5. TCA 37-1-403(b)
6. TCA 37-1-611(b)
7. 1. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841

Cross References

- Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041

Cross References

- Recommendations and File Transfers 5.203
Staff-Student Relations 5.610
Interrogations and Searches 6.303

3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Title IX & Sexual Harassment 6.3041
Promoting Student Welfare 6.400



Oak Ridge Schools

PRESCHOOL

Oak Ridge Schools Preschool/Head Start

Budget Narrative for 2022-2023 COLA and Quality Improvement Increase

The following information outlines the delegate's anticipated use of additional grant funds that are being provided to assist in increasing staff salaries and fringe benefits and offsetting higher operating costs:

Salaries & Fringe Benefits: ORS Preschool/Head Start hires teachers certified in early childhood in accordance with Oak Ridge City Schools' policies, which provides us with teachers who are highly qualified in early education and experts in working with children to achieve our school readiness goals in all areas. The personnel costs at ORS Preschool/Head Start are paid on the Oak Ridge City Schools' pay scale and for FY22 there is an approved 4% salary increase for all employees. COLA and Quality Improvement funds will be used to offset the cost of the additional \$29,479 that will be added to the salaries and benefits for 31 Head Start employees.

The remaining \$251 will be used to offset the increased cost of classroom supplies and materials.

Non-Federal share in the amount of \$7,432.50 for the additional COLA and Quality Improvement funds will be met through additional afternoon bus transportation services paid for out of the school district's local funds.

Head Start COLA and Quality Improvement Budget Detail

Oak Ridge City Schools Head Start Program

Grant #04CH011524-03-001

Personnel:

<u>Position</u>	<u>Salary</u>	<u>Social Security</u>	<u>Medicare</u>	<u>Retirement</u>	<u>Employees</u>
Child Health and Development					
<u>Mgrs. &</u>					
<u>Area Experts</u>	\$3,379	\$209	\$49	\$276	2
<u>Teachers</u>	\$8,872	\$549	\$129	\$672	9
<u>Teacher Assistants</u>	\$5,496	\$257	\$60	\$163	11
Family and Community Partnership					
<u>Mgrs. & Area Experts</u>	\$2,434	\$151	\$44	\$219	2
<u>Other Family &</u>					
<u>Community Partner.</u>	\$1,799	\$111	\$30	\$69	3
Program Design & Management					
<u>Head Start Director</u>	\$1,974	\$122	\$29	\$203	1
<u>Clerical Personnel</u>	\$1,107	\$69	\$16	\$55	2
<u>Fiscal Personnel</u>	\$840	\$52	\$12	\$32	1
<u>Total</u>	\$25,901	\$1,520	\$369	\$1,689	31
<u>Grand Total Personnel:</u>	\$29,479				

Supplies and Materials

\$251

<u>Grant Total</u>	COLA: \$23,899	Quality Improvement: \$5,831 = \$29,730
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Increase in Non-Federal Share for COLA Funds

Transportation Services provided by the school district	\$7,432.50
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Evaluation Methodology for the Non-Federal Share

The Oak Ridge School District pays the transportation costs for the Oak Ridge Schools Preschool/Head Start Program; A monitor is required on each bus and the district pays \$38.24 per day, per bus for these monitors. We provide transportation for our students 170 days out of the year, and it requires 7 school buses for a total of \$45,505.60 per year. At a minimum, 60% of the students riding the bus are head Start students. \$7,432.50 of that \$27,303.36 will be used as Non-Federal Share for the COLA and Quality Improvement increase.