



Board of Education Regular Meeting
November 14, 2024 6:30 PM
Central Office Board Room
154 Blountville Bypass
Blountville, TN 37617

1. Call to Order
2. Approval of the Agenda
3. Consent Agenda
 - a. Meeting Minutes from October 3, 2024
 - b. Field Trip Requests
 - c. Copier Lease Agreement - Sullivan East Middle School
4. Public Comment - Agenda Items
5. Director's Comments
 - a. Special Recognition
 - a. Mrs. Norma Creasy
 - b. October Bus Driver of the Month - Mr. Waymond Manis
6. Unfinished Business
 - a. Proposed Hourly Employee Stipend Scale
7. New Business
 - a. Holston Engineering
 - b. TISA Accountability Report
 - c. Science Textbook Committee
 - d. Budget Amendments
 - a. AALN Preschool Cohort 4
 - b. ARP Homeless 1.0 Revision 1
 - c. Resilient School Communities Grant
 - d. CTE Perkins Basic Revision 1
 - e. GPS Budget Amendments
 - e. Resolution - Central Office/HR Copier Lease Agreement
8. Public Comment - Non-Agenda Items
9. Board Chairman Comments
10. Adjournment

SULLIVAN EAST MIDDLE SCHOOL



4500 Weaver Pike
Bluff City, TN 37618
Phone: (423) 354-1801 Fax: (423) 354-1818

November 4, 2024

Sullivan County Board of Education:

Sullivan East Middle School's current copier contract with RICOH will end at the end of December 2024. SEMS would like to request to move forward with a new five year lease contract with RICOH at a total lease payment of \$ 776.91 per month for three machines. This payment is inclusive of lease on all machines, maintenance, supplies(excluding paper) and includes no cost per copy overages. This contract has also been quoted on the US Communities in accordance with the State Contract, which includes the funding out clause.

Our Administration feels that RICOH is our best option due to the ability to be able to formulate a budget without the worry of maintenance, supplies, and overage copies each month. RICOH has served us well for many years and the machines are serviced in a timely manner when required.

Attached you will find the proposal and a copy of the proposed contract. If approved we would like to move forward and have the new machines installed by January 7, 2025.

Sheri L Nelson

Respectively Submitted,

Dr. Sheri Nelson

Sullivan East Middle School Principal



Evelyn Pendleton <evelyn.pendleton@sullivank12.net>

Ricoh Copier Proposal

1 message

Brett Summar <Brett.Summar@ricoh-usa.com>

Fri, Oct 18, 2024 at 3:35 PM

To: "Evelyn Pendleton (evelyn.pendleton@sullivank12.net)" <evelyn.pendleton@sullivank12.net>

Evelyn,

Good Friday afternoon. Thanks for taking my call earlier.

Per our conversation and your copier configuration needs I have recommended the following copier options for Sullivan East Middle School.

Option 1 – 3 machines

3 - Ricoh IM5000 for the front office workroom, 1st floor workroom and 2nd floor workroom

60-month lease: \$776.91

Flat rate/Unlimited Copies – No Cost per copy

Includes all toner, parts, labor, service and staples.

Delivery and Installation

Option 2 – 4 machines

~~3 - Ricoh IM5000 for the front office workroom, 1st floor workroom and 2nd floor workroom and 1 – IM2500 for guidance office~~~~60-month lease: \$886.95~~~~Flat rate/Unlimited Copies – No Cost per copy~~~~Includes all toner, parts, labor, service and staples.~~~~Delivery and Installation~~

I have attached spec sheets of the configurations on how each machine is configured for your review. Please let me know if you have any questions or if there is anything else I can do to help. Thank you again for your time and consideration. I look forward to the potential opportunity for Ricoh to continue our partnership with Sullivan County Schools.

Brett Summar**RICOH USA Inc.****Account Manager****Northeast TN & Southwest VA**

Mobile: 423-612-4521

www.ricoh-usa.com

RICOH
imagine. change.




**Digitize burdensome paperwork.
Automate tedious manual processes.
Optimize your team's every workforce hour.**

Click [HERE](#) to view a short video demonstration.



Let's schedule your personal demonstration today!

2 attachments

 **Ricoh IM5000 Configuration Sheet.pdf**
1547K

 **Ricoh IM2500 Configuration Sheet.pdf**
900K

Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number* <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease
- Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- 5. Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
- 6. Warranties:** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined

in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.

7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease

Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.

12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE

TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease

Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.

16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at

your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money

for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <u>X</u> _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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Sullivan County Department of Education
Administrative Form

FORM:
2.807.F1

Bid Tabulation

EFFECTIVE DATE:
07/01/2012

Dept Sullivan East Middle
REQ'N NO. _____
DELIVER TO GEMS
FOR Copier Lease 2025-2029

RICOH
CANON State of TN. Contract Quote
Tri-City Business Machines

Item No.	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
3	copiers		776.91		752.67		790.12				
	w/@ least 50ppm	All inclusive		would include		and would					
	Finisher w/	NO overage cost.		average cost of .0028		include					
	hole punch +			per copy		average cost					
	Staple capabilities					@ .005 per copy					
	1 of 3 must have			also, additional		and staples					
	FAX Capability			fees to have old		@ \$65 per box					
	all 3 must be			copiers removed							
	networked and					also, additional					
	be able to scan.					fees to have old					
	prefer to include					copiers removed					
	maintenance and										
	include all parts, toner										
	labor, service + staples										

*Based on 64,000
Copies per month

pendleton

School	Teacher	Grade
BCES	Casey Johnson	3
CHES	Tammie Casasola	5
EES	Eden Bury	3
HES	Heather Hale	3
ISES	Christen Holt	4
KES	Katie Parker	5
MHES	Meg Davis	3
MPES	Gina Zimmerman	5
RSES	Tracy Huffman	4/5
SGES	Carolyn Kestner	5
SCMS	Steve Fischer	
SEMS	Andrew Baker	
SHMS	Valerie Watterson	
SEHS	Michael Husbands	
SEHS	Maegan Henry	
WRHS	Tracy Dishner	
WRHS	Logan Kemp	



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ePlan Sign Out
Buttrum, Kirsten
Production
Session Timeout (Hide Timer) 00:29:21

Budget Overview

Sullivan County (820) Public District - FY 2025 - Access for All Learning Network (AALN Preschool) - Rev 0 - AALN Preschool Cohort 4

Go To

Filter by Location: All - \$20,000.00
[Show Unbudgeted Categories](#)

	Account Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	Total
Line Item Number				
189 - Other Salaries & Wages		0.00	9,260.00	9,260.00
201 - Social Security		0.00	600.00	600.00
204 - State Retirement		0.00	600.00	600.00
212 - Employer Medicare		0.00	150.00	150.00
429 - Instructional Supplies & Materials		8,090.00		8,090.00
524 - In-Service / Staff Development			1,300.00	1,300.00
Total		8,090.00	11,910.00	20,000.00
			Adjusted Allocation	20,000.00
			Remaining	0.00

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Budget Overview Plus/Minus

Sullivan County (820) Public District - FY 2025 - ARP Homeless 1.0 - Rev 1 - ARP Homeless 1.0

Go To

Indirect Cost Guide

Total Allocation	<input type="text" value="\$3,914.72"/>
Existing Budget In Categories Not Eligible for Indirect Cost	<input type="text" value="\$0.00"/>
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	<input type="text" value="\$3,914.72"/>
Indirect Cost Rate	<input type="text" value="0.47%"/>
Max Available Budget In Categories Eligible for Indirect Cost	<input type="text" value="\$3,896.41"/>
Max Indirect Cost	<input type="text" value="\$18.31"/>

Filter by Location:

[Show Unbudgeted Categories](#)

Buttrum, Kirsten

Production

Session Timeout
(Hide Timer)
00:29:20

	Account Number	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
Line Item Number				
499 - Other Supplies and Materials		1,840.59 +\$25.87	0.00	1,840.59 +\$25.87
524 - In-Service / Staff Development		0.00	2,074.13 -\$25.87	2,074.13 -\$25.87
Total		1,840.59 +\$25.87	2,074.13 -\$25.87	3,914.72
			Adjusted Allocation	3,914.72
			Remaining	0.00

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Budget Overview

Sullivan County (820) Public District - FY 2025 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant

Go To

Filter by Location:

[Show Unbudgeted Categories](#)

	Account Number	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
Line Item Number				
312 - Contracts with Private Agencies		20,000.00		20,000.00
524 - In-Service / Staff Development			26,996.11	26,996.11
Total		20,000.00	26,996.11	46,996.11
			Adjusted Allocation	46,996.11
			Remaining	0.00

Buttrum, Kirsten

Production

Session Timeout (Hide Timer) 00:29:35

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Budget Overview Plus/Minus

Sullivan County (820) Public District - FY 2025 - CTE Perkins Basic - Rev 1 - CTE Perkins Basic

Go To

Indirect Cost Guide

Total Allocation	\$206,050.35
Existing Budget In Categories Not Eligible for Indirect Cost	\$58,277.02
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$147,773.33
Indirect Cost Rate	0.47%
Max Available Budget In Categories Eligible for Indirect Cost	\$147,082.05
Max Indirect Cost	\$691.28

Filter by Location: All - \$206,050.35

[Show Unbudgeted Categories](#)

Buttrum, Kirsten

Production
 Session Timeout
 (Hide Timer)
 00:29:32

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	72710 - Transportation	Total
Line Item Number					
162 - Clerical Personnel	0.00		2,284.00		2,284.00
189PD - Other Salaries & Wages (PD)		5,000.00			5,000.00
201 - Social Security	0.00	312.00	144.00	0.00	456.00
204 - Pensions	0.00	458.00	210.00	0.00	668.00
212 - Employer Medicare	0.00	75.00	37.00	0.00	112.00
315C - Contracts with Vehicle Owners			0.00	8,000.00	8,000.00
399PD - Other Contracted Services (PD)		600.00			600.00
429 - Instructional Supplies & Materials	17,622.43				17,622.43
471 - Software	11,000.00				11,000.00
499 - Other Supplies and Materials	20,000.00	0.00	0.00		20,000.00
524 - In-Service / Staff Development			5,500.00		5,500.00
524PD - In-Service / Staff Development (PD)		40,130.90 +\$5,869.90			40,130.90 +\$5,869.90
599 - Other Charges	6,000.00	0.00	0.00		6,000.00
599C - Other Charges (CTSO)		31,000.00			31,000.00
730 - Vocational Instruction Equipment	57,677.02				57,677.02
Total	112,299.45	77,575.90 +\$5,869.90	8,175.00	8,000.00	206,050.35 +\$5,869.90
Adjusted Allocation					206,050.35
Remaining					0.00

Go To

General Purpose School Fund

Budget Amendment

11/14/2024

Account Number	Account Description	2024-25 Budgeted Amount	2024-25 Requested Amended Amount	2024-25 Increase (Decrease)
Item #1				
73400-320-016	Dues and Memberships	\$800.00	\$0.00	-\$800.00
73400-355-016	Travel	\$300.00	\$1,100.00	\$800.00
73400-429-016	Instructional Supplies & Mtls	\$33,000.00	\$28,000.00	-\$5,000.00
73400-499-016	Other Supplies & Mtls	\$0.00	\$5,000.00	\$5,000.00

To reallocate funds within the Curriculum & Instruction budget.

Item #2				
71100-429-002	Instructional Supplies & Mtls	\$163,000.00	\$175,000.00	\$12,000.00
72210-499-005	Other Supplies & Mtls	\$0.00	\$5,000.00	\$5,000.00
72210-524-005	Staff Development	\$60,000.00	\$65,000.00	\$5,000.00
72210-709-005	Data Processing Equipment	\$1,000.00	\$3,000.00	\$2,000.00
72210-524-009	Staff Development	\$10,000.00	\$5,000.00	-\$5,000.00
72710-338-009	Maintenance & Repair Svs-Vehicle	\$41,000.00	\$50,000.00	\$9,000.00
72710-718-009	Motor Vehicles	\$120,000.00	\$150,000.00	\$30,000.00
72620-435-010	Office Supplies & Mtls	\$7,500.00	\$2,500.00	-\$5,000.00
72620-453-010	Vehicle Parts	\$45,000.00	\$50,000.00	\$5,000.00
72710-338-010	Maintenance & Repair Svs-Vehicle	\$30,000.00	\$21,000.00	-\$9,000.00
72710-718-011	Motor Vehicles	\$240,000.00	\$210,000.00	-\$30,000.00
72210-330-012	Lease Payments	\$4,000.00	\$5,000.00	\$1,000.00
72210-399-012	Other Contracted Services	\$4,416.00	\$2,000.00	-\$2,416.00
72210-499-012	Other Supplies & Mtls	\$6,000.00	\$1,000.00	-\$5,000.00
72210-709-012	Data Processing Equipment	\$4,200.00	\$2,200.00	-\$2,000.00
71100-429-016	Instructional Supplies & Mtls	\$167,425.00	\$155,425.00	-\$12,000.00
72210-330-016	Lease Payments	\$5,700.00	\$4,700.00	-\$1,000.00
72210-399-016	Other Contracted Services	\$160,584.00	\$165,000.00	\$4,416.00
72210-399-000-00000-017	Other Contracted Services	\$4,000.00	\$2,000.00	-\$2,000.00

To correct the original budget amendment for a clerical error.



Sullivan County

*Board of County Commissioners
242nd Annual Session*

Item
No. 2024-11-

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 21st day of November, 2024.

RESOLUTION to authorize the Sullivan County Purchasing Agent to enter into a sixty (60) month lease with Canon Solutions America, Inc for the Board of Education office copiers; and

WHEREAS, the Sullivan County Department of Education has obtained three quotes from reputable vendors and Canon Solutions America, Inc provides the most economical choice; and

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Purchasing Agent to execute a sixty (60) month lease @ \$16.07 per month plus per copy costs with Canon Solutions America, Inc as recommended by the Sullivan County Board of Education.

Waiver of the Rules Requested

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly pass and approved this 21st day of November, 2024.

Attest: _____
Teresa Jacobs, County Clerk

Approve: _____
Richard S. Venable, County Mayor

Sponsored By:
Co-Sponsor(s):

ACTIONS: