

Board of Education Regular Meeting

June 1, 2020 3:00 PM

F. I. Denning Center of Technology and Careers

Attendance Taken at 3:00 PM.

Mr. Tom Cloud:	Present
Mr. Charlie Cogdill:	Present
Ms. Carolyn Ingram:	Present
Ms. Krista McKay:	Present
Mr. Steve Morgan:	Present
Ms. Peggy Pesterfield:	Present
Ms. Dawn Robinson:	Present

1. Pledge of Allegiance

Dawn Robinson opened the meeting, and Hayes Martin started a moment of silence and led the Pledge of Allegiance.

2. The Cleveland City Schools Board of Education will hold a meeting electronically, pursuant to Executive Order 16 issued on March 20, 2020 by Governor Bill Lee, at 2:30 p.m. on April 20, 2020. The electronic meeting is necessary to protect public health, safety, and welfare in light of the coronavirus. Members of the public may attend and listen to the meeting through access of the video at <https://youtu.be/6eTasbUCLNo>.

Dawn Robinson read the above statement.

3. Roll Call

The secretary, Julie Smith, took roll.

4. *Consent Agenda

Dawn states she is adding the Candy's Creek Cherokee Elementary Pavilion to the Consent Agenda. The PTO has asked to build this, pay for this, and design this. She lets the board know they can take this off the consent agenda if they would like since it is being added late.

Motion to approve Consent Agenda Passed with a motion by Mr. Tom Cloud and a second by Mr. Charlie Cogdill.

Mr. Tom Cloud: Yes

Mr. Charlie
Cogdill: Yes

Ms. Carolyn
Ingram: Yes

Ms. Krista
McKay: Yes

Mr. Steve
Morgan: Yes

Ms. Peggy
Pesterfield: Yes

Ms. Dawn
Robinson: Yes

Yes: 7, No: 0

A. *Approval of Regular Agenda

B. *Approval of Minutes from April 20 Board Meeting

C. *Approval of CHS/Capstone

D. *Approval of CCS Nutrition Documents

E. *Approval of IDEA/ESEA for 2020-2021

F. *Approval of Chromebook Contract

The board questions if we can send chromebooks to the 4th and 5th grade level after the middle and high school leases are up? Dr. Raper reminded them the current chromebooks were on a lease and they will be exchanged for replacements, if we did choose to keep them it would cost extra funds. Dr. Dyer stated they hope the cares act money will provide funding to purchase laptops for the elementary level students, grades 3-5.

G. *Approval of DHA Committee

H. *Approval of 5-year purchase of GoGuardian

I. *Approval of CCCE Pavilion

5. Regular Agenda

A. Director's Update

Dr. Dyer greeted everyone and welcomed them to our hybrid meeting.

-First update is about Graduation at CHS. Graduation looks different everywhere in the country this year, from hybrid-virtual to separate graduations. We have decided, after speaking with the health department, student body, teachers, administrators, and stake holders in general, to have graduation June 12, 13 or 14. Depending on weather we will have graduation on one of those days at Benny Monroe Stadium. On Friday, June 12 or Saturday, June 13 it will be 9:00 am. On Sunday, June 14 it will be at 7:00 pm. We will be adhering to all social distancing principals. We have ordered face masks for all of our students, and encourage anyone in the community to wear a mask as well. All the details, practice time, ticket sales, etc. will be released from the high school. The original May 15 graduation date did not work well with everything that was going on.

-The board questioned what their dress code for the graduation ceremony should be? Dr. Dyer said they can decide as a group what they choose to wear, but Dr. Dyer states he will be in his regalia. After discussion, they will be in dress clothes and not the regalia.

-The board questions if graduation is held on Friday, June 12 at 9:00 will parents that work be able to attend? Dr. Dyer states they have had discussions about this, but the turf gets very hot and they are worried about the temperature of the field if it is held in the afternoon.

-The board questions if and when we will know which day graduation will be held? Dr. Dyer states they will be watching the forecast and as soon as they feel comfortable with the forecast they will make the call.

-End of 2019-2020 school year reflection. He wants to congratulate the whole school team on their response to COVID-19. He is very proud of their hard work. He knows of other school systems that were modeling their school structure from our model. Our system served 171,323 meals during the last 10 weeks of school.

-Our first TVEC cohorts graduated this year. They got their high school diploma from CHS, and associate's degree from CSCC, at the same time and although we didn't get to celebrate them like we would have liked we are very proud of them.

-High school was named as a TN STEM School, and a Capturing Kids Heart National Showcase School.

-We had the largest school system population at 5,613, which is 172 more than the end of 2018-2019. Our community likes what they see in Cleveland City Schools and this shows that.

-Dr. Dyer is proud to be a part of Cleveland City Schools. The school board allows the teachers/administrators to think outside of the box and it showed during the last semester. The model in how we deliver education might change going forward since we have went through COVID.

-The board questions how many students don't have WiFi? Dr. Raper estimates 15-20% do not have WiFi, but Dr. Dyer estimates a good percentage of those families have LTE service. Dr. Raper states the system also opened up wifi in some school parking lots where students can bring their school issued computer and access wifi.

-The board asks if there is a way to know how many students utilized the WiFi in the parking lot? No, there is no way to obtain that data.

-The board knows there are buses being used with WiFi capabilities, and they want to know if anyone that drives into the certain parking lots can access WiFi? Dr. Raper states they did have wifi on one of the buses that delivered food, also CMS and Blythe-Bower are the two hotspots in the district as of now and the WiFi is only available to Cleveland City Schools issued devices. The system is looking to use the Cares Act money to add more WiFi onto buses so students can do homework while on/around the bus.

-Planning for the next school year: Everything I plan on telling you is subject to change, the southeast core has a task force looking to see what scenarios we can use next fall to open school again. There are fazed plans to come back such as a normal start, hybrid models, and virtual school. TDOE is working on tool kits. One tool kit we are waiting on is a "rule book" on how to open school. TDOE is waiting on waivers to be passed by the State Board of Education.

-The Board questions if our funding will be cut? Dr. Dyer states we will watch the general assembly to see what they vote on within the next 2 weeks.

-Some items the system is considering for the start of school: Academic Plan? Intervention and Remediation? How do we do hallway transitions? Social distance in classrooms? PPE-how do you have enough? Mental and Emotional Health-how are we meeting the social and emotional needs of students and teachers? Technology needs? Food- where do they eat? Extra-Curricular activities/Events? Field Trips-virtual? Do we change the calendar-start earlier/end sooner? Transportation -how do you social distance on a bus?

-Dr. Dyer believes we will come together in a specially called meeting in early July to decide what our system will do. We will follow the states guidelines and then create our schedule. We want to make sure whatever decision we make is good for our staff and students.

-The board asks Dr. Dyer his thought on athletics? Dr. Dyer said he doesn't know but all of our coaches/AD's are keeping up to date on

all the protocols.

-Dawn stated there is a board meeting on the calendar for June 15, but they are canceling that meeting and the board will wait until Dr. Dyer has enough information to call the next meeting.

B. *Strategic Plan

Dr. Dyer introduces the Strategic Plan for the next 5 years Student Success, Safe and Healthy Schools, Communications, Engaged Workforce, and the Portrait of a Graduate with the 5 Cs. We started back in December, but mainly in January on the strategic plan. We had employees, students, administrators, etc. to fill these committees. This is our road map for the next 5 years, and the three words we are focusing on are educate, innovate, elevate. This paperwork in front of you is the outward appearance of the plan for the community and stakeholders. We have a behind the scenes plan with more in depth type of explanation. The hashtag of Cleveland City Schools continues with #RISECleveland, and we will continue to be responsive, innovative, student centered, and engaged with our community.

Dr. Elliott presented student success. It started with 3 teams: 1-Core Academic Success, 2-Steam Education, and 3-Pathway, but around spring break we brought all three groups together to all encompass student success. The goal of this group is to provide excellence and equity in instruction and programs for student success. Looking at the action steps: We are focusing on the curriculum and want to make sure CCS includes the A in STEAM. We want our students to be ready for college, career, or life. Some of the ways we want to obtain this is with the Capstone program to provide professional studies in the professional field, and continue the blade project. The second half of the core curriculum will be focused on math, while the first part will be ELA. The Board asks which schools within our system received the STEM school assignment? Dr. Elliott stated it was Cleveland High School, and the system was surprised by being awarded a \$10,000 grant to go along with the distinguishment. The Board wants to make sure we do put focus on the "A" in STEAM.

Gena Reed and Doug Moore presented Safe and Healthy Schools. They created three subcommittees for this group. For nutrition they wanted to initiate surveys for the students, faculty, and community satisfaction. They will implement responses to the surveys. Extra curricular activities will look different now and we will come back to planning this area once we have more guidance from the state level on COVID-19. Safety and Discipline is the next area. The first program we have implemented is Capturing Kids Hearts, and they would like to bring this down to the elementary school level. Discipline needs to be looked at in a different light. The old way of suspending students is what we need to get away from. There are tier disciplinary avenues to reach suspension out of school. The board ask if you could use virtual school with the disciplinary students? Yes, that is part of our discussion. The middle and high school have already been using some of this tier discipline approach, but this plan will give guidelines. Krista questioned if we should put a plan in place to have all schools walkable in our commitment to the parent responsibility zones? Dr. Dyer states it could go into the capital plan and the strategic plan. Hal Taylor updates he has been in communication with the city. We have covered bus stops in

conjunction with Sethra, the city has put stop signs by the school and Blythe-Bower had a new addition to their sidewalk. We will add this information to the strategic plan for the final version. The board questions if the elementary schools will be able to choose their weekly/monthly menus? Yes, that is something Gena and her staff are working on already.

Cody Raper presented communications. The goal is for Cleveland City Schools to communicate with all stakeholders and the media through multiple effective and efficient mediums. We have three action steps: 1 - Develop a holistic communication strategy, 2- Streamline internal and external communications, and 3- Ensure Cleveland City Schools is effectively communicating to every family in their native language. . Are we reaching all of our stakeholders effectively. 24% of families have a non English background, we have to target them in their native language. We will use new software, talking points, to communicate with families starting next year. We anticipate hiring a full time interpreter, and increasing the budget for school interpreters. Along with this communication plan we will present the style guide and how to use the style guide. We will have a new logo presented today. We have the Cleveland Power C and around it is the 4 parts of the shield that represent the 4 major components of the Cleveland City Schools brand (Student Success, Safe and Healthy Schools, Communications and Engaged Workforce) and under the shield is our tag line "Educate.Innovate.Elevate" The board questions about where the red color comes in play since Cleveland has predominantly been blue and white? Dawn explains blue and white are our dominate colors with a touch of red.

Kelly Kiser presented engaged workforce. The goal is to provide a diverse, high quality educational staff throughout our school district. It's important to expose our students to world class educators and educators who represent their cultural background. Our teacher population is 90% white and our student population is 54% white. We want to expose our students to staff diversity. Mr. Kiser would like to change the way Cleveland City Schools recruits new employees, and possibly implement a plan to encourage our current paraprofessionals or students to become teachers. The board would like to make sure we focus on adding an intro to education course at CHS soon in the 5 year plan.

Dr. Elliott is presented our Portrait of a Graduate with the 5 Cs. Preparing students to be college, career, and life ready with the 5 Cs: Communication, Collaboration, Creativity, Critical Thinking, and Character. It's not only important for our students to embody these characteristics but also our teachers/administrators.

The board ask if this plan will be given out to the public? Dr. Dyer said it will be on our website, translated to Spanish, and we will get these packets out to the chamber, etc.

Motion to approve the Strategic Plan Passed with a motion by Ms. Peggy Pesterfield and a second by Ms. Carolyn Ingram.

Mr. Tom	
Cloud:	Yes
Mr. Charlie	
Cogdill:	Yes

Ms. Carolyn Ingram: Yes
Ms. Krista McKay: Yes
Mr. Steve Morgan: Yes
Ms. Peggy Pesterfield: Yes
Ms. Dawn Robinson: Yes
Yes: 7, No: 0

C. *Sodexo Contract

There is not a formal presentation, but Cindy Geren and Gena Reed are here in person and Chas from Sodexo is online for any questions on this contract. This contract has been worked on since 2018 with discussions between our attorneys and Sodexo. This is a 1 year contract, renewable in 1 year increments for the next 4 years. The board had a question about reimbursable foods, if a group wants to bring in pizza for a gathering would they be able to do that? Chas responded they are welcome to bring in their own food, but Sodexo would love the opportunity to collaborate on gatherings as well. Dr. Dyer is recommending that the board accepts the contract as is for the middle and high schools. The board noticed in the contract that there will be an investment of some money for equipment, and if that is not amortized then we will owe the balance. They want to know if the system is ok with this? Dr. Dyer, and Cindy both agree they have spoke with Chuck Cagle and they are in agreement that this is a great course of action to replace the old equipment. Hayes questions how the food service employees feel about it? Gena states there are various concerns from her employees. She states it is written in the contract the current staff will remain Cleveland City School staff. Dr. Dyer further explains that current employees will remain Cleveland City Schools staff, but they do have the option to choose to become Sodexo employees. Anyone new who is hired will be a Sodexo employee. Where does Gena fall into this? Sodexo is scheduled to bring in a manager over both schools. Gena would still be the Cleveland City Schools representative for all the schools, but these managers would take over for the middle and high school day to day activities. The board questions what their COVID-19 response would be and what does their COVID-19 pre packaged meals look like? Chas states they are waiting on information to come down from the federal and state levels to determine how they move forward on packaging, but they would work hand in hand with the district to deliver food to the students during a pandemic. The board questions if all the schools are under the Community Eligibility Provision and how does that work with the contract? Gena states every school is under this provision and we will be able to keep it as long as we keep the same price point. The board questions how will the students at The Denning Center be served? This plan will need to be determined but there is an option on the app to be able to preorder and someone could pick it up. Dr. Dyer states the end goal is to increase our participation rates in the food program.

Motion to approve the Sodexo contract Passed with a motion by Mr. Tom Cloud and a second by Ms. Carolyn Ingram.

Mr. Tom Cloud:	Yes
Mr. Charlie Cogdill:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Mr. Steve Morgan:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes
Yes: 7, No: 0	

D. Student Representative's Update

Before this section started Charlie Cogdill had to leave the meeting.

Hayes states obviously it's been an odd month, but the teachers have done a great job keeping us engaged, especially AP testing. Students are continuing to impress even when they aren't in school with scholarships, and teams have been volunteering to cleanup after the tornados. The senior cruise was a great success and the students were happy to see their peers and teachers. He thanks everyone for the opportunity to serve the board. The board members thank Hayes for his hard work and appreciates him bring present for all the meetings.

Dr. Dyer thanks Hayes for serving the board and would like to give Hayes a certificate, a medal, and a check. Dr. Dyer would like to introduce the new 2020-2021 student liaison Skyler Stone. She will start in August 2020. Dawn Robinson will speak with Skyler to discuss her role during the summer and welcomes her to the board.

E. Site Committee

Steve Morgan introduced Hal Taylor. Hal announces the chiller and cooling tower are complete and operational. Also, we have trucks hauling the dirt hill from Candy's Creek Cherokee Elementary. We have a contractor who says he wants all of the dirt, but if they decide they don't want it we have a backup contractor who will take the remaining dirt. The board questions if Hal thinks it will be gone before school starts back? Hal states they intend to have it complete. The board questions what the new landscape will look like once the dirt hill is removed? They are in discussion with Brian to fulfill the end of the contract, and the City to make it more appealing.

The board questions if there has been any more information on the timeline for the new TDOT road? No, we don't have any new information.

Steve would like to keep a couple of Hal's employees and some former employees whom have passed away in your thoughts. Gene Bishop and Roger Parks have passed. Daniel Rutledge had a heart attack and had heart surgery, and is already back home doing well. He is expected to make a good recovery. A newer employee

had a motorcycle accident with his wife. He is anticipated to come back after his injuries have healed. Hal states we have an electrician coming in July, but we will be working half staffed through the summer.

1. Chiller and cooling tower complete

2. Dirt hill at CCCE

6. **"B" Agenda**

Dawn adds that Roger and Gene were both assets to this school system. Dawn adjourned the meeting by general consent.

A. Financial Report

B. Personnel Report

C. School Highlights

D. Dates to Remember

Chairperson

Superintendent

Board of Education Regular Meeting

April 20, 2020 2:30 PM

Administrative Office Building, Board Room/Virtual

Attendance Taken at 2:30 PM.

Mr. Tom Cloud:	Present
Mr. Charlie Cogdill:	Absent
Ms. Carolyn Ingram:	Present
Ms. Krista McKay:	Present
Mr. Steve Morgan:	Present
Ms. Peggy Pesterfield:	Present
Ms. Dawn Robinson:	Present

1. Pledge of Allegiance

Dawn Robinson opened the meeting with a moment of silence and led the Pledge of Allegiance.

2. The Cleveland City Schools Board of Education will hold a meeting electronically, pursuant to Executive Order 16 issued on March 20, 2020 by Governor Bill Lee, at 2:30 p.m. on April 20, 2020. The electronic meeting is necessary to protect public health, safety, and welfare in light of the coronavirus. Members of the public may attend and listen to the meeting through access of the video at <https://youtu.be/hQVUvLOVcsE>

Dawn Robinson read the statement above.

3. Roll Call

The secretary, Julie Smith, took roll.

4. *Consent Agenda

Motion to approve Consent Agenda Passed with a motion by Mr. Tom Cloud and a second by Mr. Steve Morgan.

Mr. Tom Cloud:	Yes
Ms. Carolyn Ingram:	Yes
Ms. Krista McKay:	Yes
Mr. Steve Morgan:	Yes
Ms. Peggy Pesterfield:	Yes
Ms. Dawn Robinson:	Yes

Yes: 6, No: 0

4.A. *Approval of Director of School Contract Renewal

4.B. *Approval of Regular Agenda

4.C. *Approval of Minutes from March 2, 2020 Regular Board Meeting

4.D. *Approval of Apple Lease for Purchase of Teacher MacBook's

4.E. *Approval of CHS Academic Course Guide 2020-2021

4.F. *Approval of CHS Think Space

4.G. *Approval of 2019-2020 General Fund Budget Amendment No. 1

5. Regular Agenda

5.A. Director's Update

Dr. Dyer provided an update:

- He hopes we won't have to meet virtually too many more times.
- He wants to thank the Board for renewing his contract. He loves working with the school board, employees, and families.
- It's an interesting time to be in business right now with COVID-19. None of us have ever experienced this before, and he believes everyone is performing at a top level. Our staff is busier now, than when our students are in the building. I am on an academics superintendent engagement committee, and we are focusing on what we need to think about going into the fall.
- The Argentina trip was a great trip, but it was cut short because of COVID-19 and the European travel ban. None of the students or teachers were affected by COVID-19.
- Last week we had a visit from Commissioner Schwinn. She came to a Google hangout with Autumn O'Bryan and all of the seniors. We had a great hangout with her and the seniors.
- He has been selected from our area to serve on a TOSS board to represent the superintendents from this region and the term will start this summer. He has also been asked to serve on the governing board of AASA. He will be one of two representatives. There is not a lot of travel with this position, but more emails and phone calls. He is proud to represent Cleveland City Schools in this format.
- Recently we dealt with a tornado hitting this area. The school system has helped the community clean up debris from the storm, and deliver food to the affected areas. He went and helped some students/staff to clean up. We have had some staff effected by the tornado, we keep them in our thoughts and prayers.

5.B. COVID-19 Updates

5.B.1. Academic

Dr. Jeff Elliott gave an update on the academic response to COVID-19. Over the last month the teachers have been busy preparing lessons and providing a learning opportunity in the homes. We worked with our academic teams and on March 16 we got organized to launch our website for online learning, and access for printable packets. On March 23 we launched our at home learning project, www.ccsathomelearning.com. We are on our 5th week now. Our teachers are able to upload weekly lessons, and we can upload those on the weekends to be available for the next week. Our goal is to provide as much support for our families as possible. We know this is a stressful time now, but we wanted to give our families resources to access our teachers as well as planning. The first week our teachers did a survey by calling all of our students to see what their needs are regarding food needs, and access to the internet. He is proud of the team and the work they are doing. We are still providing learning opportunities and are looking forward toward the future when our students return and how to provide intervention services the students may need.

5.B.2. School Nutrition

Gena Reed gives an update on school nutrition and COVID-19. When COVID-19 hit it was Spring Break for our school system. Gena contacted Dr. Dyer to see if they could serve students meals. Gena was working Bradley County Schools School Nutrition Director, Emily Brown, as well. She thanks Dr. Dyer for allowing them to start this feeding program. To date

they have served 73,000 meals to children 18 and younger. They have served close to 11,800 fresh fruit and vegetable snacks as well. They have \$2,500 grant come in already from the Dairy Alliance. They used this grant for insulated containers to deliver food. First Baptist has donated items, and we appreciate them. We have \$8,000 of funding in DOD Funding through USDA to purchase fresh fruits and vegetables. She thanks Hal and his transportation team to make this possible. There is another grant opportunity out there through Gen Youth, for \$12,000. They have had several members of the nutrition staff effected by the tornado. They took some time off but are now back at work. They are using their masks and social distancing to keep everyone safe.

Board Members thank the Cleveland City Schools staff, especially Hal and Gena and their staff, for all the hard work and effort put into this COVID-19 adjustment.

5.C. *2019-2020 Adjusted Academic Calendar

Dr. Dyer gives an overview of the attachment for the 2019-2020 adjusted academic calendar.

- As of now the official end of this school year is May 22, 2020. This proposal will make May 8, 2020 the last day of classes for seniors who have completed all of their required course work, and are ready to graduate. If there are seniors who still need to continue to get their work completed, they can continue to work until the day of graduation. We are proposing May 15, 2020 to be the last day for K-11 grades. The final week of school, May 18-22, 2020, will be for professional development classes for our teachers to get ready for next fall. The focus this summer will be on remediation services.
- The last week of school we will be switching out laptops. We need to get our chromebooks back from our students, and our MacBook's back from our teachers so we can switch those out for new ones.
- Nutrition services will continue until May 22, 2020. The normal summer feeding program will start May 28, 2020.

Motion to approve the 2019-2020 adjusted academic calendar Passed with a motion by Ms. Peggy Pesterfield and a second by Mr. Tom Cloud.

Mr. Tom Cloud: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Mr. Steve Morgan: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Yes: 6, No: 0

5.D. *Resolution/Emergency Solution of Policies

TSBA has been active and up to date. These policies are only for this 2019-2020 academic school year. There will be an email go out tomorrow to summarize the policies and provide links to them.

Quick Summary of the Policies:

*Policy 4.600- Grading System: March 20 is the final dates that grades can count for this year in the state of TN, but for Cleveland City Schools March 6 would be our final date since we went on Spring Break. If a student is happy with their grade as of March 6 then that will be their grade. But, if they want to improve their grade they can. Their grade cannot go down.

*Policy 4.6005 -Graduation Requirements: Class of 2020 there is only 20 credits are required to graduate with the state of Tennessee, but for a CHS diploma the requirement is 26 credits. ACT/SAT/Civics Exam/EOC end of year exams are no longer required. Students receiving the occupational diploma for the 2019-2020 and 2020-2021 school years will only be required to have 1 year of work experience.

*Policy 4.700- Testing Program: No TCAPS are required spring 2020.

*Policy 5.109- Administrative/Teacher Evaluations: These will be waived this year. No student data this school year will be allowed to negatively affect an evaluation.

*Policy 5.802- Change the qualifications/duties of Directors of Schools. He can request an extension from the state board to report information on teacher licensure issues.

*Policy 6.200- Students may not be penalized for non-attendance of online courses.

Motion to pass the Resolution /Emergency Solution of Policies Passed with a motion by Mr. Steve Morgan and a second by Ms. Krista McKay.

Mr. Tom Cloud: Yes

Ms. Carolyn Ingram: Yes

Ms. Krista McKay: Yes

Mr. Steve Morgan: Yes

Ms. Peggy Pesterfield: Yes

Ms. Dawn Robinson: Yes

Yes: 6, No: 0

5.E. *First and Final Reading of Policies

We are doing a first and final reading of all policies today from the TSBA.

*Policy 1.8011: Emergency Closings. TSBA has added a section on employee responsibilities. In the event of an emergency we can continue to pay employees.

*Policy 5.115.1: Telework during emergencies. This is a new policy.

*Policy 5.3051: Families First Coronavirus Response Act. This act is active from April 1, 2020 until December 31, 2020. It discusses paid sick leave, as well as expanded FMLA leave.

Clarification: Policy 1.8011 and Policy 5.115.1 will go into effect immediately once they are voted for and will stay in effect. Policy 5.3051 will only be in effect once voted for from April 1, 2020 until December 31, 2020.

Motion to waive the requirement to have a second reading and approve the first and final reading of all three policies Passed with a motion by Mr. Steve Morgan and a second by Mr. Tom Cloud.

Mr. Tom Cloud: Yes
Ms. Carolyn Ingram: Yes
Ms. Krista McKay: Yes
Mr. Steve Morgan: Yes
Ms. Peggy Pesterfield: Yes
Ms. Dawn Robinson: Yes

Yes: 6, No: 0

5.E.1. *Policy 1.8011

5.E.2. *Policy 5.115.1

5.E.3. *Policy 5.3051

5.F. *2020-2021 Cleveland City Schools Budget

Dr. Dyer discusses the Cleveland City Schools 2020-2021 Proposed Budget. Tomorrow this budget document will be sent to the City for approval. We are still waiting on the final BEP to come from the state in July. Dr. Dyer discussed the Slide Show. We are able to fund the step increase for employees who qualify. Dr. Dyer's recommendation at this point is to not put a percentage rate increase for salaried employees, however he is hopeful to look at a bonus or percentage increase for our employees later in the year. TCRS rate decreased for certified staff, TCRS rate for support staff remains the same. No increase budgeted for health insurance for FY 2021. The budget includes: ELA Adoption K-5, Debt Service, School allocations, Apptegy-new website, and BCPEF. Update on the BLADE project - Teacher Apple MacBook Laptops K-12, Grades 6-12 Chromebooks, additional increase for additional chromebooks as our population of students increased. Estimated Budget Summary- Revenues \$50,456,913. Expenditures \$51,154,913. Use of fund Balance \$698,000. Dr. Dyer wants everyone to know we have a healthy fund balance. The Board thanks Cindy for all of her hard work, especially during these times. There was discussion on whether every student 6-12 had access to a laptop. Dr. Dyer assured them all students had access. The board members wondered if all students had access to Wi-Fi. Dr. Dyer said not all students had this in their home, but there were options out there from the community and schools to allow the students' access to Wi-Fi.

Motion to approve the 2020-2021 Cleveland City Schools Budget Passed with a motion by Ms. Peggy Pesterfield and a second by Ms. Krista McKay.

Mr. Tom Cloud: Yes
Ms. Carolyn Ingram: Yes
Ms. Krista McKay: Yes
Mr. Steve Morgan: Yes
Ms. Peggy Pesterfield: Yes
Ms. Dawn Robinson: Yes

Yes: 6, No: 0

5.G. Strategic Plan

We are continuing to work on the strategic plan, but this plan is going to be restructured, just as the state is restructuring their strategic plan because of COVID-19. School will look different next year when we come

back in the fall. The items that won't change are Academic Excellence, Articulated Pathways, Portrait of a Graduate, Safe and Healthy Schools, Capturing Kids Heart, Communications, and Engaged workforce. We still want to focus on our 3 words of Educate, Innovate, Elevate.

5.H. Student Representative's Update

From a student's prospective, the teachers have done a very good job at giving work but not over loading the students. I have spoken with my teachers every day, if not by phone but by email. He thinks it is going as smooth as possible.

6. Site Committee Meeting

Steve Morgan reports that the chiller is up and running. Hal went and they have full air conditioning at the high school. They will be starting on the cooling tower since we don't have any students at the school.

Steve Morgan's statement - When he ran for the School Board in 2008 and was approached to run for the school board by Max Carroll he wondered "why would I run". He had 2 daughters in the system at the time. After some prayer he has decided he will not be running for the 2020 at large nomination for the Cleveland City School Board. He promised to be a positive addition to the body, and he hopes he did that. He has learned a lot, and he hopes the community is better because he got the privilege to serve.

7. "B" Agenda

7.A. Financial Report

7.B. Personnel Report

7.C. School Highlights

7.D. Dates to Remember

- May 4th Board Meeting to be moved to a virtual meeting May 18th at 2:30 p.m.
- Board Meeting for June 15th at 2:30

Dawn Robinson wanted it to be noted that Cleveland City Schools is privileged and honored to have Dr. Dyer to work for us. She knows it takes a team, but it still takes a leader. She heard he was out in the community after the tornado, and she is glad he was leading by example. She also wants to point out that Gena Reed, Hal Taylor, Jeff Elliott, Kelly Kiser, and Julie Smith (along with many others in our system) have done an amazing job during this COVID-19 time. She also wanted to remind everyone of the board meeting dates for May and June.

Steve Morgan would like to thank Kelly Kiser for being on this meeting since his father passed away yesterday.

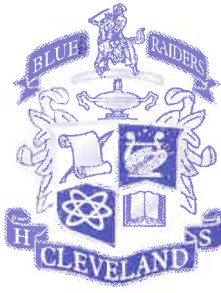
Dawn adjourned the meeting by general consent.

Chairperson

DATE

Superintendent

DATE



CLEVELAND HIGH SCHOOL

Accredited by Southern Association of Colleges and Schools

May 27, 2020

Dr. Dyer:

This spring, our academic sub-committee developed a Senior Capstone Course. This course will provide an exciting opportunity for seniors in the 2020 - 2021 school year. It is designed to give high school seniors real life experience in the community developing their interests and future career paths.

Students will have the ability to select their placement and the focus of their project. The first two weeks will provide training for each participant to prepare for placement and proposal development. Students will then spend 14 weeks learning from a mentor in the community and gathering information for their final presentation. During the last two weeks of the semester, all students in the course will individually present their projects/findings to a panel from the community.

This course aligns several components from our visit to the CAPS Network schools last year. Our goal is to pioneer this course for the 2020-21 school year and move toward full implementation over the next several years.

Thank you,



Autumn O'Bryan
Principal

Senior Capstone Course

A capstone project is a multifaceted assignment that serves as a culminating academic and intellectual experience in the student's area of interest or study for a semester during their senior year. The capstone project may take a wide variety of forms. For example, students will select a topic, profession, or social problem that interests them, conduct research on the subject, maintain their findings or results, create a final product demonstrating their learning acquisition or conclusions (a paper, short film, or multimedia presentation, for example), and give an oral presentation on the project to a panel of teachers, experts, and community members who collectively evaluate its quality.

Capstone is designed for the students to think critically, solve challenging problems, and develop skills such as oral communication, public speaking, research skills, media literacy, teamwork, planning, self-sufficiency, or goal setting—i.e., skills that will help prepare them for college, modern careers, and adult life. In most cases, the projects are also interdisciplinary, in the sense that they require students to apply skills or investigate issues across many different subject areas or domains of knowledge. Capstone projects also tend to encourage students to connect their projects to community issues or problems, and to integrate outside-of-school learning experiences, including activities such as interviews, scientific observations, or internships.

The main idea of the Capstone is transition. This project transitions students away from subject-centric learning to a real-life experience that the student believes may be relevant to their next stage in life. Each student that chooses to do this project will utilize the knowledge and skills they have acquired in school to successfully complete their Capstone.

There is no end to the creativity involved with these projects. There is no limit to what a student can do to challenge himself/herself and serve others in the process. Most importantly, the Capstone should represent an area of focus that they are passionate about and will have FUN doing!

Timeline of Semester

Weeks 1 - 2: Required attendance each day

Weeks 3 - 16: Remotely work on remaining competencies; research; journaling; required hours for class; required meetings biweekly at CHS

Weeks 17 - 18: Required attendance for final presentations; appointment times will be given

Grading

Six Competencies: 30%

Nine Assessments: 45% (including 3 types of assessments and a detailed journal/time log)

Final Presentation: 25%

Competencies

Competency 1: Approval of Placement	Due by the end of week 2
Competency 2: Approval of Presentation	Due by the end of week 4
Competency 3: Introduction Speech	Due by the end of week 2
Competency 4: Customized LinkedIn profile	Due by the end of week 9
Competency 5: Personalized/Professional Resume	Due by the end of week 12
Competency 6: Interview with Mentor	Due by the end of week 16



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Cleveland City Schools Nutrition Department

350 Central Ave. Cleveland, TN 37312
Ph (423) 472-9574 Fax (423) 559-9477

To: Dr. Russell Dyer and members of the Cleveland City Board of Education
From: Gena Reed, SNS, and Supervisor of School Nutrition
Re: Bid Renewal Recommendation
Date: May 21, 2020

The Cleveland City Schools Nutrition Department recommends the following **Bid/Renewals** for the 2020-2021 school year. All bid renewals are subject to original bid/quote specifications and conditions.

Bid	Vendor	Original Year	Years to renew
Beef-Commodity Processed Patty	Tyson	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Beverage	Johnston's Coca Cola	2017-2018	2018-2019 2019-2020 CCS does not 2020-2021 purchase 2021-2022
Chicken-Commodity Processed 2 oz Breaded Patty, 1 oz Breaded Patty, Breaded Tenderloins, Made with Whole Muscle	Gold Kist/Pilgrim's Pride	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Chicken -Commodity Processed Grilled Patty & Breaded Nuggets	Tyson	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Cheese-Commodity Processed Alfredo & White Queso Cheese Sauce	JTM	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Cheese-Commodity Processed Shredded	Bongard's Creameries	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Cheese-Commodity Processed Sticks	Bongard's Creameries	2016-2017	2017-2018 2018-2019 2019-2020 2020-2021
Chicken-Commodity Processed Nuggets & Patties	Gold Kist	2016-2017	2018-2019 2019-2020 2020-2021 2021-2022
Fish-Commodity Processed Breaded Filets, Nuggets, & Strips	Highliner Foods	2017-2018	2018-2019 2019-2020 2020-2021 2021-2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. fax: (202) 690-7442; or
3. email: program.intake@usda.gov.

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Food/Supplies	Institutional Wholesale, Co. Inc.	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Milk & Dairy Products	Mayfield Dairy	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Peanut Butter, 2 M/MA Sandwiches, 1 oz. Cups (2 M/MA sandwich dropped from bid for SY19-20)	Smuckers	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Pork-Commodity Processed Rib Patty	Tyson	2018-2019	2019-2020 2020-2021 2021-2022 2022-2023
Produce	T&T Produce	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Smallwares	Strategic Equipment	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Smart Mouth Pizza – Individual Pizza Items (Dough, Sauce, Shredded Cheese, Pepperoni, & Sausage)	Bulls Eye Brands	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024
Software-Integrated System for Front of the House & Back of the House operations	Cybersoft/PrimeroEdge	2016-2017	2017-2018 2018-2019 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 2025-2026
Turkey-Commodity Processed Roast, Franks, Oven Roasted Deli Slices, Pepperoni Slices, & Slicing Logs	Jennie-O	2019-2020	2020-2021 2021-2022 2022-2023 2023-2024

There is an allowable .748 percentage of increase for the 2020-2021 bid period, according to the Southeast Buying Group General Bid Conditions.

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Cleveland City Schools Nutrition Department

350 Central Ave. Cleveland, TN 37312
Ph (423) 472-9574 Fax (423) 559-9477

To: Dr. Russell Dyer and members of the Cleveland City Board of Education
From: Gena Reed, SNS, and Supervisor of School Nutrition
Re: Bid Award Recommendation
Date: May 21, 2020

The following vendors, based on **New Bids/Quotes**, are recommended to service the Cleveland City Schools Nutrition Department for Food and Supplies Bids for the school year 2020-2021. Bids are recommended for award based on lowest price for items specified.

Bid	Recommended Vendor	Original Year	Years to Renew
Beef-Commodity Processed Burger - Large	Tyson/Hillshire Farms	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Beef-Commodity Processed Burger - Premium	Don Lee Farms	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Cheese-Commodity Processed Mozzarella Cheese Sticks	Rich's	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Chemical	Rayco	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Chicken-Commodity Processed Wings	Gold Kist	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Dippin Dots (Frozen Novelties)	KBC Distributing	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Grease Trap Pumping	Cavendish	2020-2021	Annual Quote issued in the Fall
Hood Cleaning	Master Blaster, Cleveland, TN	2020-2021	Annual Quote issued by the Southeast Buying Group
Maintenance, Outsourced	Currently with FESCO Chattanooga, TN	2020-2021	Annual Quote issued in the Fall

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Peanut Butter-Commodity Processed 1&1 Sandwichs (Grape & Strawberry)	Smuckers	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Pizza-Commodity Processed 4x6 Cheese & Pepperoni (Thick & Thin Crust)	Schwans	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025
Potatoes-Commodity Processed Fries & Hash Brown Patty	Cavendish	2020-2021	2021-2022 2022-2023 2023-2024 2024-2025

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FY21 Consolidated Application Approval for IDEA/ESEA
School Year 2020-21

LEA # 061 LEA Name (Legal Name of Agency): Cleveland City Schools

LEA # <u>061</u>	LEA Name (Legal Name of Agency): Cleveland City Schools
<i>LEA Legal Making Address</i>	
Street Address <u>4300 Mouse Creek Rd.</u>	
City <u>Cleveland</u> State <u>TN</u> Zip <u>37312</u>	

Consolidated Project begins July 1, 2020 and ends June 30, 2021

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

June 01, 2020
Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Director of Schools (Print Name)

Board of Education Official (Print Name)

Date Signed

Date Signed

Allocations

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Allocations

	(1) CFDA: 84.010A	(2) Title I-A CFDA: 84.010A	(3) Title I-A Neglected CFDA: 84.010A	(3) Title I-D LEA CFDA: 84.010A	(4) Title I-D SA CFDA: 84.013A	(5) Title II-A CFDA: 84.367A	(6) Title III CFDA: 84.365A	(7) CFDA: 84.424A	(8) CFDA: 84.424A	(9) Title V CFDA: 84.358A	(9) ESEA Con. Admin CFDA: 84.027A	(10) School-wide Pool CFDA: 84.027A	(11) IDEA, Part B CFDA: 84.027A	(12) IDEA Preschool CFDA: 84.173A	Total
Original	\$1,701,628.00		\$24,969.00	\$21,351.23	\$0.00	\$252,337.00	\$73,532.90	\$124,307.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235,649.00	\$65,026.00	\$3,498,800.13
Incoming Carryover	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Outgoing Carryover	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Reallocated	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Released	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consortium	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Award	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FER Released	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,701,628.00		\$24,969.00	\$21,351.23	\$0.00	\$252,337.00	\$73,532.90	\$124,307.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,235,649.00	\$65,026.00	\$3,498,800.13
From Title I-A															
From Title I-A Neglected			(\$1,000.00)												0.00
From Title I-D LEA			(\$100.00)												0.00
From Title I-D SA					0.00										0.00
From Title II-A		0.00				(\$4,000.00)				0.00					0.00
From Title III							(\$1,100.00)								0.00
From Title IV				\$4,500.00			0.00	(\$6,500.00)		0.00					0.00
From Title V		0.00								0.00					0.00
From ESEA Con. Admin									0.00						0.00
From School-wide Pool												0.00			0.00
From IDEA, Part B													0.00		0.00
From IDEA Preschool														0.00	0.00
Total	\$1,529,511.30		\$23,969.00	\$25,751.23	\$0.00	\$248,337.00	\$72,432.90	\$117,807.00	\$180,316.70	\$0.00		\$0.00	\$1,235,649.00	\$65,026.00	\$3,498,800.13

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title I-A

Indirect Cost	
Total Contributing to Indirect Cost	\$1,425,283.01
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$25,338.98

Filter by Location: All - \$1,529,511.30 ▼

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
116 - Teachers	67,950.00				67,950.00
161 - Secretary(s)		2,000.00	0.00		2,000.00
162 - Clerical Personnel	0.00	10,125.00	0.00	0.00	10,125.00
163 - Educational Assistants	87,795.00		0.00		87,795.00
189 - Other Salaries & Wages	122,565.26	563,798.75	0.00	0.00	686,364.01

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
195 - Certified Substitute Teachers	30,600.00		0.00		30,600.00
198 - Non-certified Substitute Teachers	340.00		0.00		340.00
201 - Social Security	19,173.52	35,079.52	0.00	0.00	54,253.04
204 - State Retirement	25,953.79	52,494.06	0.00	0.00	78,447.85
206 - Life Insurance	396.00	576.00	0.00	0.00	972.00
207 - Medical Insurance	37,035.60	52,652.40	0.00	0.00	89,688.00
212 - Employer Medicare	4,484.13	8,350.89	0.00	0.00	12,835.02
336 - Maintenance & Repair Services - Equipment	7,000.00	0.00	0.00		7,000.00
429 - Instructional Supplies & Materials	95,771.41				95,771.41
499 - Other Supplies and Materials	0.00	33,376.62	0.00	0.00	33,376.62
524 - In-Service / Staff Development		0.00	34,350.00	0.00	34,350.00
599 - Other Charges	10,100.00	116,815.06	0.00	6,500.00	133,415.06

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72710 - Transportation	Total
722 - Regular Instruction Equipment	104,228.29				104,228.29
Total	613,393.00	875,268.30	34,350.00	6,500.00	1,529,511.30
Adjusted Allocation					1,529,511.30
Remaining					0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title I-A Neglected

Indirect Cost	
Total Contributing to Indirect Cost	\$23,969.00
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$426.12

Filter by Location: All - \$23,969.00 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
429 - Instructional Supplies & Materials		17,969.00		17,969.00
524 - In-Service / Staff Development			4,000.00	4,000.00
599 - Other Charges		2,000.00	0.00	2,000.00
Total		19,969.00	4,000.00	23,969.00
		Adjusted Allocation		23,969.00
		Remaining		0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title I-D LEA

Indirect Cost	
Total Contributing to Indirect Cost	\$25,751.23
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$457.81

Filter by Location: All - \$25,751.23 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	Total
189 - Other Salaries & Wages		0.00	20,000.00	20,000.00
201 - Social Security		0.00	1,240.00	1,240.00
204 - State Retirement		0.00	2,054.00	2,054.00
212 - Employer Medicare		0.00	290.00	290.00
429 - Instructional Supplies & Materials		2,167.23		2,167.23
Total		2,167.23	23,584.00	25,751.23

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	Total
		Adjusted Allocation	25,751.23
		Remaining	0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title II-A

Indirect Cost	
Total Contributing to Indirect Cost	\$248,337.00
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$4,414.98

Filter by Location: All - \$248,337.00



Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
189 - Other Salaries & Wages	9,000.00	0.00	0.00	9,000.00
195 - Certified Substitute Teachers	0.00		15,000.00	15,000.00
201 - Social Security	558.00	0.00	930.00	1,488.00
204 - State Retirement	956.70	0.00	0.00	956.70
212 - Employer Medicare	130.50	0.00	217.50	348.00

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
308 - Consultants			128,344.30	128,344.30
524 - In-Service / Staff Development		42,000.00	51,200.00	93,200.00
Total	10,645.20	42,000.00	195,691.80	248,337.00
	Adjusted Allocation			248,337.00
	Remaining			0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title III

Indirect Cost	
Total Contributing to Indirect Cost	\$58,432.90
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$1,038.83

Filter by Location: All - \$72,432.90 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
189 - Other Salaries & Wages		18,900.00	0.00	18,900.00
195 - Certified Substitute Teachers		1,600.00	0.00	1,600.00
198 - Non-certified Substitute Teachers		1,600.00	0.00	1,600.00
201 - Social Security		1,800.00	0.00	1,800.00
204 - State Retirement		2,800.00	0.00	2,800.00
212 - Employer Medicare		375.00	0.00	375.00

Account Number	71100 - Regular Instruction Program	72210 - Support Services/Regular Instruction Program	Total
Line Item Number			
429 - Instructional Supplies & Materials	20,847.51		20,847.51
524 - In-Service / Staff Development		10,510.39	10,510.39
722 - Regular Instruction Equipment	14,000.00		14,000.00
Total	61,922.51	10,510.39	72,432.90
	Adjusted Allocation		72,432.90
	Remaining		0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - Title IV

Indirect Cost	
Total Contributing to Indirect Cost	\$117,807.00
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$2,094.39

Filter by Location: All - \$117,807.00



Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
189 - Other Salaries & Wages	36,000.00	20,000.00	0.00	56,000.00
201 - Social Security	2,232.00	1,240.00	0.00	3,472.00
204 - State Retirement	3,697.20	2,054.00	0.00	5,751.20
212 - Employer Medicare	522.00	290.00	0.00	812.00
399 - Other Contracted Services	0.00	0.00	10,000.00	10,000.00

Account Number Line Item Number	71100 - Regular Instruction Program	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	Total
429 - Instructional Supplies & Materials	29,771.80			29,771.80
524 - In-Service / Staff Development		0.00	12,000.00	12,000.00
Total	72,223.00	23,584.00	22,000.00	117,807.00
Adjusted Allocation				117,807.00
Remaining				0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - IDEA, Part B

Indirect Cost	
Total Contributing to Indirect Cost	\$1,226,819.64
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$21,810.66

Filter by Location: All - \$1,235,649.00 ▼

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
124 - Psychological Personnel		63,422.00		63,422.00
131 - Medical Personnel		9,000.00		9,000.00
163 - Educational Assistants	464,094.00			464,094.00
189 - Other Salaries & Wages	3,200.00	184,315.00		187,515.00
201 - Social Security	28,774.00	15,360.00		44,134.00

Account Number Line Item Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	99100 - Transfers Out	Total
204 - State Retirement	75,904.00	27,881.00		103,785.00
206 - Life Insurance	1,980.00	288.00		2,268.00
207 - Medical Insurance	159,367.00	44,482.00		203,849.00
212 - Employer Medicare	6,733.00	3,724.00		10,457.00
312 - Contracts with Private Agencies	62,106.58	50,000.00		112,106.58
429 - Instructional Supplies & Materials	9,189.06			9,189.06
499 - Other Supplies and Materials	6,000.00	11,000.00		17,000.00
590 - Transfers Out			1,008.20	1,008.20
725 - Special Education Equipment	7,000.00			7,000.00
790 - Other Equipment		821.16		821.16
Total	824,347.64	410,293.16	1,008.20	1,235,649.00
Adjusted Allocation				1,235,649.00
Remaining				0.00

Budget Overview

Cleveland (061) Public District - FY 2021 - Consolidated - Rev 0 - IDEA Preschool

Indirect Cost	
Total Contributing to Indirect Cost	\$62,026.00
Indirect Cost Rate	1.81%
Maximum Allowed for Indirect Cost	\$1,102.71

Filter by Location: All - \$65,026.00 ▼

Line Item Number	Account Number	71200 - Special Education Program	Total
163 - Educational Assistants		27,681.50	27,681.50
171 - Speech Pathologist		6,247.00	6,247.00
201 - Social Security		1,716.25	1,716.25
204 - State Retirement		4,755.68	4,755.68
206 - Life Insurance		108.00	108.00
207 - Medical Insurance		9,832.20	9,832.20
212 - Employer Medicare		401.38	401.38

Account Number		71200 - Special Education Program	Total
Line Item Number			
312 - Contracts with Private Agencies		2,377.51	2,377.51
429 - Instructional Supplies & Materials		2,906.48	2,906.48
499 - Other Supplies and Materials		6,000.00	6,000.00
725 - Special Education Equipment		3,000.00	3,000.00
Total		65,026.00	65,026.00
		Adjusted Allocation	65,026.00
		Remaining	0.00

COUNTERPART NO. 1 OF 1. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED ON THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

**STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT
SCHEDULE**

Hewlett-Packard Financial Services Company¹ ("Lessor") and Cleveland City Schools, an agency, department or political subdivision of the State of Tennessee ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment

Refer to Central Technologies Quote# 39945 Attached

Total Cost

\$555,675.00

B. Initial Term: 36 Months.

2. RENT: \$176,986.87

RENT is payable: X in advance in arrears (check one) monthly quarterly (check one)
 semi-annually X annually

If the Rent is due in advance, then the first Rent payment shall be due on the Acceptance Date. If the Rent is due in arrears, then the first Rent payment shall be due at the end of the first payment frequency period as selected above.

3. LATEST COMMENCEMENT DATE: July 31, 2020. Lessor's obligation to purchase and lease the Equipment is subject to the Acceptance Date being on or before the Latest Commencement Date.

4. EQUIPMENT LOCATION: 350 Central Ave NW Cleveland, TN 37311

5. SELLER: Central Technologies, Inc.

6. APPROPRIATIONS: Monies for all Rent and other payments due under the Lease for the Fiscal Period ending _____ are available from Lessee's appropriated funds for such Fiscal Period and that appropriations and/or other funds have been encumbered or designated for the payment of all Rent and other payments that shall become due under the Lease in such Fiscal Period.

7. ADDITIONAL PROVISIONS:

8. FISCAL PERIOD: [Annual]

¹ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN. LESSEE HEREBY REPRESENTS AND WARRANTS THAT ON AND AS OF THE DATE HEREOF EACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE IN THE MASTER AGREEMENT ARE TRUE, CORRECT AND COMPLETE.

LESSEE:
CLEVELAND CITY SCHOOLS

By: _____

Name and Title

Date

LESSOR:
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY²

By: _____

Name and Title

Date

² Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.
2 of 13

**STATE AND LOCAL GOVERNMENT MASTER OPERATING LEASE AGREEMENT
ACCEPTANCE CERTIFICATE**

Hewlett-Packard Financial Services Company³ ("Lessor") and Cleveland City Schools, an agency, department or political subdivision of the State of Tennessee ("Lessee") are parties to the State and Local Government Master Operating Lease Agreement (the "Master Agreement") and Schedule under such Master Agreement (the "Schedule") identified by the Master Agreement Number and Schedule Number, respectively, specified above. The Master Agreement and Schedule together comprise a separate Lease that is being accepted and commenced pursuant to this Acceptance Certificate. All capitalized terms used in this Acceptance Certificate without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE ACCEPTANCE. Lessee hereby acknowledges that the Equipment described in Section 1 of the Schedule, or if different, the Equipment described in the attached invoice or other attachment hereto, has been delivered to the Equipment Location specified below, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under the Lease evidenced by the Master Agreement and the Schedule as of the Acceptance Date set forth below. Lessee authorizes Lessor to adjust the Rent payments on the Schedule to reflect the Final Invoice Amount set forth on the attached invoice(s) if such amount is different than the Total Cost on the Schedule.

2. LESSEE ACKNOWLEDGEMENTS. Lessee hereby agrees to faithfully perform all of its obligations under the Master Agreement and the Schedule and reaffirms, as of the date hereof, its representations and warranties as set forth in the Master Agreement. Lessee hereby acknowledges its agreement to pay Lessor Rent payments, as set forth in the Schedule, plus any applicable taxes, together with all other costs, expenses and charges whatsoever which Lessee is required to pay pursuant to the Master Agreement and the Schedule, in each instance at the times, in the manner and under the terms and conditions set forth in the Master Agreement and the Schedule, respectively.

3. EQUIPMENT LOCATION. The Equipment has been installed and is located at the following Equipment Location:
350 Central Ave NW Cleveland, TN 37311.

4. REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants that on and as of the date hereof each of the representations and warranties made by Lessee in the Master Agreement are true, correct and complete.

CLEVELAND CITY SCHOOLS

By: _____

Name and Title

Acceptance Date: _____

³ Authorized to do business in the name of Hewlett-Packard Financial Services Company, Inc. in the states of Alabama and New York.

***** QUOTE *****

Quoted To:

CLEV - Cleveland City Schools
350 Central Ave NW
Cleveland, TN 37311

Phone: 423-472-9571

Cust PO:

Reference: Lenovo 1500

Terms: NET 30

Ship Via: Drop Ship

Salesperson: JMA

Valid Through: 7/23/2020

Stock Code	Description	Quantity	Price	Extended
NOTLEN82CE0000US	Lenovo 300e Gen2 Chromebook, AMD A4-9120C, 11.6" HD IPS Touch Display, Chrome OS, 4 GB Memory, 32GB EMMC, WiFi 2X2 AC + BT4.1, 1.0M HD Camera, 3 Cell 42 WH Battery, Keyboard Clamshell	1,500.00	254.30	381,450.00
NOTLEN5PS0W19818	Lenovo 3Y Protection with case LEDU 5PS0W19818	1,500.00	62.70	94,050.00
NOTGOOCROSSWDISEDU-CLEVE	Google Chromebook Chrome OS Management Console Software Cleveland City Schools	1,500.00	25.00	37,500.00
LABORWHITEGLOVE-CLEVELANI	White Glove Service for Chromebooks: Enrollment to Domain, OS Update, Asset Tagging, Inventorying, Unboxing, Trash haul away.	1,500.00	9.25	13,875.00
.	*****	1.00	0.00	0.00
LABOR-CK00	Inventory Control Boxing of Returns Entering of Product 3 Years plus re-enrollment in to Google domain as needed.	720.00	40.00	28,800.00

IMPORTANT NOTES:

Sevier County Contract # 010419SCS

SubTotal: 555,675.00
Tax: 0.00
Shipping: 0.00
Total: 555,675.00

TN Alarm Systems Contractor License Number- 2138 TN Contractor License Number - 67550

ALL PRODUCTS CARRY A MFR. DIRECT WARRANTY - RETURN OF NON-DEFECTIVE, UNOPENED ITEMS ACCEPTED 10 DAYS FROM SHIP DATE AND WILL REQUIRE PRODUCT MFR. APPROVAL PRIOR TO RETURN - A 15% RESTOCK FEE WILL APPLY - DAMAGED OR MISSING ITEMS MUST BE REPORTED WITHIN 48 HOURS - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO OVERDUE BALANCES - SPECIAL



Russell Dyer, Ed.D. • Director of Schools

4300 Mouse Creek Road, NW • Cleveland, TN 37312 • phone (423) 472-9571 • fax (423) 472-3390

2020-2021 DHA Committee

Doug Moore- DHA Hearing Officer

August – Kellye Bender

September –Kellye Bender

October – David Stone

November – David Stone

December –Joel Barnes

January –Joel Barnes

February – Michael 'DHA' Kahrs

March – Michael 'DHA' Kahrs

April –Kelly Kiser

May –Kelly Kiser

DHA meetings will be held at the Denning Center in the PD room.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► ☐		
If obligations are BANs, check only box 19b	► ☐		
20 If obligations are in the form of a lease or installment sale, check box	► ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

When we use the words **you** and **your** in this Lease, we mean **you, our customer**, which is the **Lessee** indicated below. When we use the words **we**, **us** and **our** in this Lease, we mean the **Lessor, Hewlett-Packard Financial Services Company**.

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT

Our address is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

CUSTOMER INFORMATION	Lessee Name Cleveland City Schools		Tax ID #	
	Billing Street Address/City/County/State/Zip 350 Central Avenue, NW, Cleveland, TN 37311		Phone No.	Lease # 541734792600004
	Equipment Location Street Address/City/County/State/Zip To Be Provided by the Customer		Phone No.	Schedule # 541734792600004
SUPPLIER INFORMATION	Supplier Name ("Supplier") Central Technologies, Inc.		Phone No.	Fax No.
	Street Address/City/State/Zip P.O. Box 30867 Knoxville, TN 37930		Contact Name:	
EQUIPMENT DESCRIPTION	Quantity	Make/Model	Price Each/Extension	
	Refer To Quote 38025 Attached			

TERM AND LEASE PAYMENT SCHEDULE	Lease Term (Months)	Lease Payment	Documentation Fee	Payment Timing (Check one)	Plus Applicable Taxes and Insurance
	60	\$25,956.96	N/A	☒ Advance ☐ Arrears	
	Additional Provisions: N/A.		Total Cash Price	Payment Frequency (Check one)	
			\$121,380.00	☐ Monthly ☐ Quarterly ☐ Semi Annual ☒ Annually ☐ Other	
		Annual Rate of Interest	Latest Commencement Date		
		3.46%	July 31, 2020		

PART I

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

PART II

1. **TERMS AND CONDITIONS.** In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING**. In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or

assurance of cure. This lease can be neither canceled nor modified except by a written agreement signed by both parties.

2. **YOUR WARRANTIES TO US.** You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) **you have selected the equipment and specifications, and the equipment will meet your needs**; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be

excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; (g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

3. YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU

SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or

penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. **TAXES, ASSESSMENTS AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.

8. **NOTICE.** All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. **SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE WILL NOT SELL, DISCOUNT, FACTOR, HYPOTHECATE OR OTHERWISE DISPOSE OF OUR INTEREST IN THE EQUIPMENT OR THIS LEASE EXCEPT TO OUR AFFILIATE IN CONNECTION WITH A MERGER, REORGANIZATION, SALE OF ASSETS OR SUBSTANTIAL PORTFOLIO SALE.**

10. **OWNERSHIP AND TITLE,** You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination

of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

11. **OPERATION AND TERMINATION.** You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. **RISK OF LOSS AND INSURANCE.** During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. **INDEMNITY.** You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or

caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. **TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION.** When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15. **COLLECTION CHARGES AND ATTORNEY'S FEES.** If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of \$.05 per dollar of each delayed sum or \$15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. **DEFAULT.** You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

17. **REMEDIES.** Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver

of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. **SEVERABILITY.** The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. **RELEASES.** To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20. **MITIGATION OF DAMAGES.** Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. **MISCELLANEOUS.** Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. 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 such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.

CLEVELAND CITY SCHOOLS

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

X _____
Authorized Signature

Print Name & Title

Date

X _____
Authorized Signature

Print Name & Title

Date

CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of Cleveland City Schools (the "Customer"), a political subdivision or agency or department of the State of Tennessee and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 2020.

Certifier's Signature
[To be executed by person other than individual executing above lease.]

Print Name

Print Title

Schedule No. 541734792600004

STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT
DELIVERY AND ACCEPTANCE CERTIFICATE

CUSTOMER: Cleveland City Schools	LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES COMPANY
Address 350 Central Ave. NW Cleveland, TN 37311	Address 200 Connell Drive, Suite 5000 City/State/Zip Berkeley Heights, NJ 07922
Attention:	Attention: Donna L. Donovan

Capitalized terms which are not defined in this Certificate shall have the meanings given these terms in the Single Schedule State and Local Government Lease Purchase Agreement and Schedule (together, the "Lease") numbered above.

In compliance with the terms and conditions of the Lease, you agree and notify us that all of the Equipment listed in the Lease has been delivered and is fully installed; that you have inspected the Equipment and all testing you have deemed necessary has been performed by you, the manufacturer of the Equipment or the Supplier; and as of the date of this Certificate, the Equipment is fully operational for your purposes and you are fully satisfied with the Equipment and the Supplier who sold you the Equipment.

The insurance policies required by Section 12 of the Lease have been obtained and are in full force and effect, and the subject Equipment is located at the equipment location identified in the Lease.

By executing this Delivery and Acceptance Certificate the Customer agrees to the Lease commencement date and first payment due date as set forth below.

If the Lease Payments are due in advance, then the first Lease Payment shall be due on the Acceptance Date. If the Lease Payments are due in arrears, then the first Lease Payment shall be due at the end of the first Payment Frequency period as selected on the first page of the Lease.

Cleveland City Schools

Customer

X

Customer's Authorized Signature

Print Name and Title

Acceptance Date

NOTE: DO NOT SIGN AND RETURN THIS DOCUMENT UNTIL YOU HAVE RECEIVED ALL THE EQUIPMENT.

THEN fax to: (908) 547-6797, Attn: Donna Donovan

NO COVER SHEET IS NECESSARY

Central Technologies, Inc.
P.O. Box 30867
Knoxville, TN 37930
865-566-0230 Fax: 865-312-8190

1/8/2020
Quote #: 38025
Page: 1

Quoted To:
CLEV - Cleveland City Schools
350 Central Ave NW
Cleveland, TN 37311

Phone: 423-472-9571

Cust PO:

Reference: Goguardian 5Yr

Terms: NET 30

Ship Via: Drop Ship

Salesperson: JMA

Valid Through: 7/30/2020

Stock Code	Description	Quantity	Price	Extended
SOFGOGGG-ADM5Y-003500	GoGuardian for Administrators; 5 yr ; Qty: 3500 - 7499	3,500.00	17.34	60,690.00
SOFGOGGG-TCR5Y-003500	GoGuardian for Teachers; 5 yr ; Qty: 3500-7499	3,500.00	17.34	60,690.00
SOFGOGGG-DNS5Y-000001	GoGuardian DNS; 5yr: Qty: 1 - 499 GG-DNS5Y-000001 - Cleveland City	1.00	0.00	0.00

SubTotal: 121,380.00

Tax: 0.00

Shipping: 0.00

Total: 121,380.00

TN Alarm Systems Contractor License Number- 2138 TN Contractor License Number - 67550

ALL PRODUCTS CARRY A MFR. DIRECT WARRANTY - RETURN OF NON-DEFECTIVE, UNOPENED ITEMS ACCEPTED 10 DAYS FROM SHIP DATE
AND WILL REQUIRE PRODUCT MFR. APPROVAL PRIOR TO RETURN - A 15% RESTOCK FEE WILL APPLY - DAMAGED OR MISSING ITEMS
MUST BE REPORTED WITHIN 48 HOURS - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO OVERDUE BALANCES - SPECIAL

Candy's Creek Cherokee Elementary Pavilion

Materials List

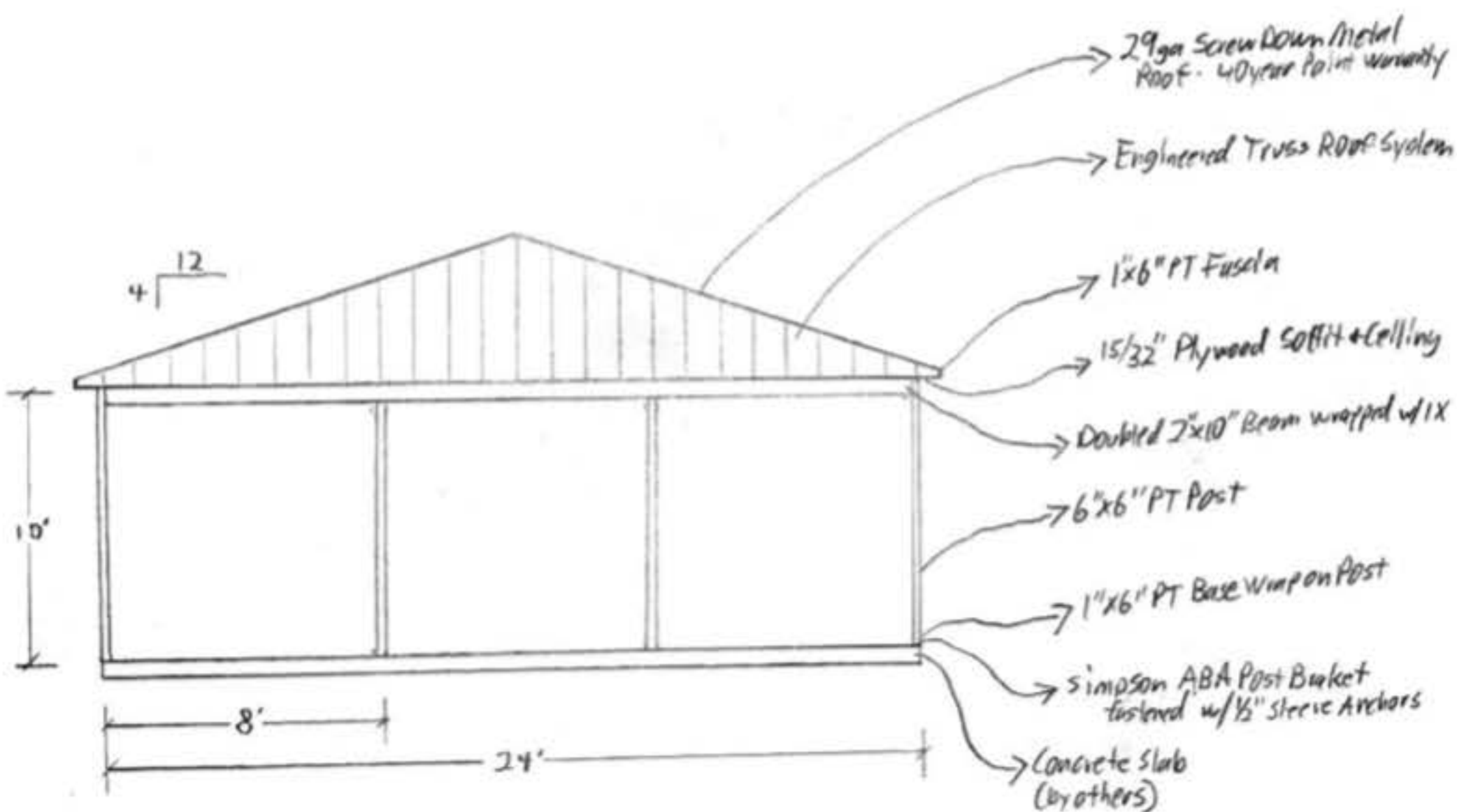
- Simpson Strong Tie 6"x6" post Bracket fastened with 1/2" sleeve anchors
- 6"x6" pressure treated post
- 1"x6" pressure treated for post base wrap and fascia
- Doubled 2"x10" beams for roof support, notched into 6"x6", fastened with 2-3/8" lag bolts at each post.
- Engineered Truss Roof Framing Package. Can provide engineered drawings once truss are ordered.
- 2"x4" purlins spaced 2' fastened to truss to support metal roof.
- 29ga screw down metal roof panels in your choice of color. 40 year paint warranty. 1" metal roof screws with neoprene gasket. Oversized color matched drip edge.
- 15/32" RTD plywood for Ceilings and Soffit
- 1"x10" pine to wrap beams

Done

CandysPavilionSketch.pdf



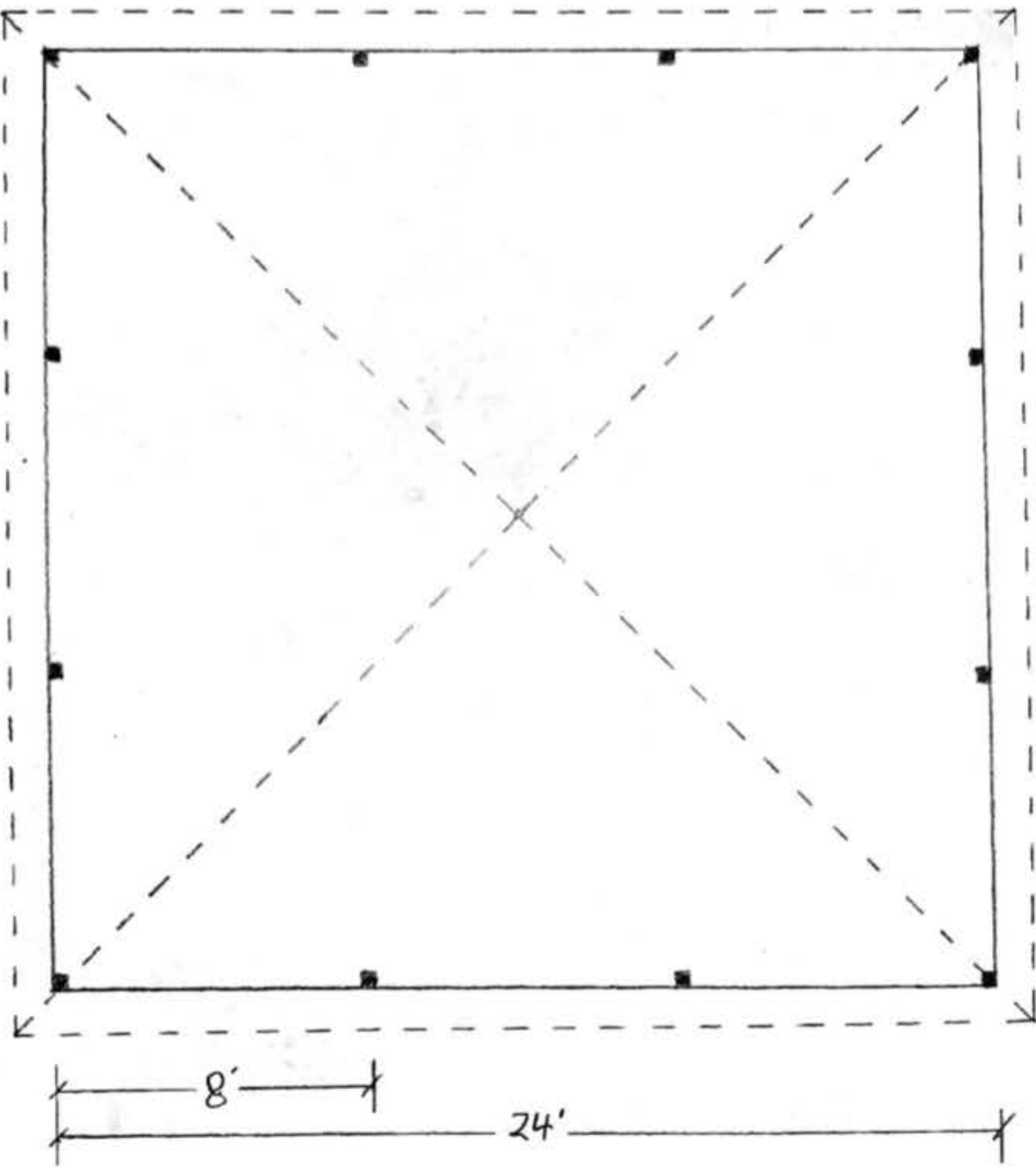
Candy's Creek Cherokee Elementary



Candy's Creek Cherokee Elementary



Candy's Creek Cherokee Elementary





Cleveland
CITY SCHOOLS

Educate.Innovate.Elevate.

STRATEGIC PLAN
2020-2025



STUDENT SUCCESS

2020

- Introduce and implement new K-5 ELA curriculum
- Pursue STEM Designation at Cleveland Middle School
- Increase STEAM opportunities at all levels
- Open Virtual School
- Join International CAPS Network
- Engage all students in career exploration
- Expand opportunities for student and family involvement

2021

- Introduce and implement new 6-12 ELA curriculum
- Pursue STEM Designation at elementary schools
- Expand Virtual School
- Begin BLADE Project in Grades 3-5
- Evaluate and grow CAPS
- Continue to engage all students in career exploration
- Expand opportunities for student and family involvement

2022

- Preview new math standards and math curriculum
- Pursue STEM Designation at elementary schools
- Evaluate and grow CAPS
- Continue to engage all students in career exploration

2023

- Introduce and implement new math curriculum
- Pursue STEM Designation at elementary schools
- Begin BLADE Project in Grades K-2
- Continue to engage all students in career exploration

2024

- Pursue STEM Designation Renewal for Cleveland High School
- Continue to engage all students in career exploration
- Review and update 5-year plan

2025

GOAL

Provide excellence and equity in instruction and programs for student success

ACTION STEPS

- Deliver a strong instructional program aligned to a viable curriculum.
- Ensure that identified STEAM components are taught in an innovative and cohesive fashion at all levels.
- Maintain a seamless Career Exploration program for K-12 students including the implementation of a Center for Advanced Professional Studies (CAPS) program.
- Plan, develop, and expand the BLADE 1:1 laptop program to elementary students.
- Engage all students in diverse learning environments including the establishment of a virtual school program.

RATIONALE

Cleveland City Schools believes it must provide all students with high quality academic experiences that include a viable curriculum, effective instructional experiences, and purposeful assessments. In addition, the district sees the need to integrate Science, Technology, Engineering, the Arts, and Mathematics within all subject areas through interdisciplinary programs. During these experiences, the district will prepare students to be life ready by providing a seamless K-12 pathway that exposes students to various career options, college opportunities, and/or military enlistments. By providing these systematic and innovative opportunities in Cleveland City Schools, students will be educated and equipped for success as a productive citizen.

SUCCESS

- All students will demonstrate an annual increase in state assessment proficiency scores.
- All teachers will implement district-approved curriculum with fidelity.
- 100% of schools will achieve Tennessee STEM Designation.
- Student enrollment in the Center for Advanced Professional Studies (CAPS) program will increase annually.
- 100% of students will have opportunities to explore career pathways in elementary, middle, and high schools.
- 100% of teachers and students will have access to 1:1 technology at all grade levels.



SAFE AND HEALTHY SCHOOLS

2020

- Track daily participation rates for breakfast and lunch programs
- Initiate training for Capturing Kids Hearts at elementary schools

2021

- Offer professional development support for Adverse Childhood Experiences (ACEs) & Response to Instruction and Intervention-Behavior (RTI²-B)

- Initiate student surveys and develop action plans for Nutrition Program improvements

2022

- Initiate faculty and community surveys for Nutrition Program improvements

2023

2024

- Provide professional development for Capturing Kids Hearts
- Build community agency relationships for mental health services

2025

GOAL

Create a safe learning environment by balancing wellness, opportunity, and engagement while supporting academic goals.

ACTION STEPS

- Provide an efficient and effective Nutrition Program to support student success in and out of the classroom.
- Initiate School Nutrition student, faculty, and community satisfaction surveys.
- Ensure Capturing Kids Hearts development and training system-wide
- Implement Response to Instruction and Intervention-Behavior (RTI²-B) across all schools.

RATIONALE

Cleveland City Schools must provide a safe and secure environment during all school-sponsored programs. Concern for wellness and nutrition will help ensure the general welfare of the whole child and the school community.

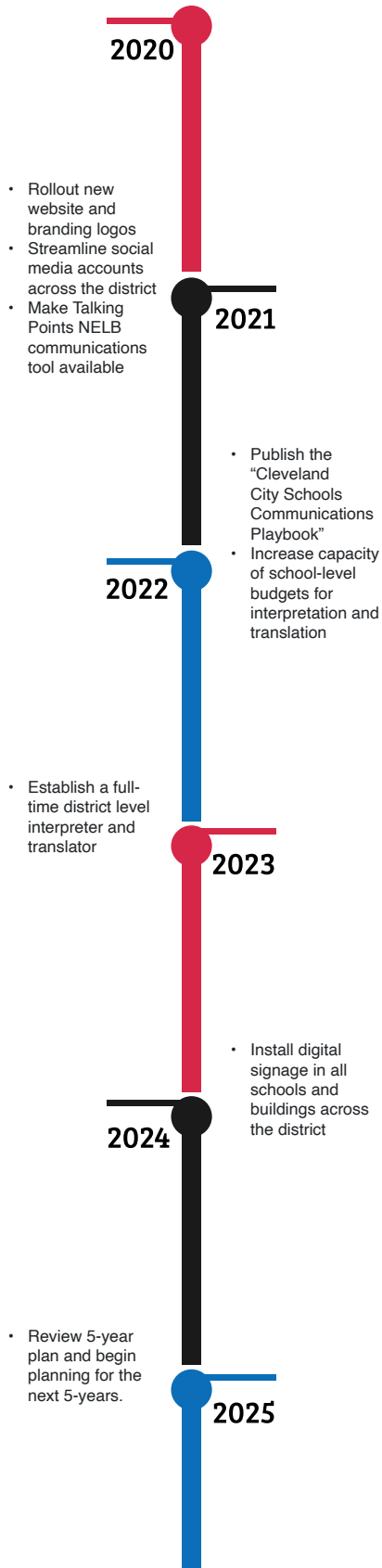
SUCCESS

- Track daily participation rates for breakfast and lunch.
- Measure student satisfaction surveys by grade groupings and use results along with the wellness assessments to create Nutrition Program improvements.
- Ensure all faculty and staff are trained in the skills necessary to implement the Capturing Kids Hearts initiative.
- Implement Adverse Childhood Experience (ACEs) training for school personnel.
- Provide professional development on Response to Instruction and Intervention-Behavior (RTI²-B).
- Establish relationships with community agencies to provide mental health services for at risk students.





COMMUNICATIONS



GOAL

Cleveland City Schools will communicate with all stakeholders and the media through multiple effective and efficient mediums.

ACTION STEPS

- Develop a holistic communications strategy that encompasses brand identity, brand usage guidelines, and a comprehensive publicity handbook.
- Streamline internal and external communications in Cleveland City Schools by establishing clear and effective methods for disseminating information to all stakeholders.
- Ensure that Cleveland City Schools is effectively communicating to every family in their native language.

RATIONALE

A brand identity that builds upon the system's established image is a key component of Cleveland City Schools' continued success. Cleveland City Schools must be more intentional with its communication to ensure that both internal and external stakeholders receive the necessary information about our school system in the most efficient way possible. Additionally, with 24% of families having a non-English background, we must do more to ensure that we communicate with these families in a way that will encourage participation and understanding of their student's educational and emotional needs.

SUCCESS

- Cleveland City Schools will publish a "Communications Playbook" that lays out logos, usage guidelines, communications strategies, and strategies for both mass communication and internal communication.
- Cleveland City Schools will establish new lines of communication and streamline existing communication to increase the flow of information to both internal and external constituents.
- Cleveland City Schools will communicate information regarding all programs, services, and activities to families in a language that they can understand.
- Interpreting services or technologies are available to support the holistic needs of students and their families.



ENGAGED WORKFORCE

2020

- Increase social media use in recruiting.
- Change recruiting and documentation to engage more minority candidates.
- Create a staff diversity advisory committee.
- Develop district core values/ beliefs.

2021

- Create mailouts/ email blasts for potential candidates.
- Create recruiting documents that highlights the advantages of working for Cleveland City Schools.

2022

- Develop a teacher pipeline for paraprofessionals and current students to enter the teaching profession

2023

2024

- Develop and implement a plan for marketing core values/ beliefs through social media.

2025

GOAL

Provide a diverse, high quality educational staff throughout our school district.

ACTION STEPS

- Increase social media use and other proactive approaches in teacher recruiting.
- Change recruiting and documentation to engage more minority candidates.
- Create a staff diversity advisory committee.
- Develop a teacher pipeline for paraprofessionals and current students to enter the teaching profession.
- Develop district core values/beliefs along with a plan for marketing those beliefs through social media.

RATIONALE

Students need exposure to high quality world class educators. Additionally, they need exposure to high quality educators that represent their cultures and backgrounds so they can not only receive a world class education but also can gain richer perspectives about future possibilities as they move into adulthood.

SUCCESS

- Staff recruitment and staff training will positively address diversity challenges.
- Teacher pipelines will create “grow your own” opportunities for the district.
- District-wide staff connections are evident in the ability to communicate and embrace district wide beliefs/values.





PORTRAIT OF A GRADUATE

PREPARING STUDENTS TO BE COLLEGE, CAREER, AND LIFE READY

COMMUNICATION

- Clearly exchange information through varied modes of communication (oral, written, visual, and/or performance)
- Utilize technology and media effectively
- Engage others through active listening and informed, logical responses
- Use effective interpersonal skills

COLLABORATION

- Work cooperatively with team members to achieve a goal
- Value diverse viewpoints and demonstrate flexibility
- Share success through affirmation and accountability
- Build positive relationships

CREATIVITY

- Create, develop, refine, and implement innovative ideas
- Understand there are often multiple ways to solve a problem
- Form original ideas in response to feedback, setbacks, and failures
- Express curiosity and inquiry in pursuit of solutions

CRITICAL THINKING

- Assess and analyze relevant information to find solutions to problems
- Make sound judgments and wise decisions
- Reflect and reason
- Understand “bigger picture” issues, then collect and connect details to reach solutions

CHARACTER

- Exhibit moral and ethical integrity
- Model respectful and responsible behaviors
- Be community-minded and civic-minded by showing empathy, compassion, and kindness
- Demonstrate self-motivation, discipline, and a strong work ethic





Pro Forma Contract

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Pro Forma Contract

FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT made this 1st day of June 2020, by and between CLEVELAND CITY SCHOOLS (“District” or “SFA” or “School Food Authority”) and Sodexo Operations, LLC (“FSMC” or “Food Service Management Company”)

WITNESSETH

HIRING OF FSMC:

Cleveland City Schools hires FSMC to provide management services to Cleveland City Schools in connection with the operation of Cleveland City Schools’ school food service operation in the attendance unit(s) listed in Attachment A, attached hereto and made a part hereof. FSMC shall be the sole provider to Cleveland City Schools of such management services during the term of this Agreement. In providing management services for Cleveland City Schools’ food service operation, FSMC shall comply with the applicable provisions of the National School Lunch Act, as amended and the United States Department of Agriculture (USDA) regulations set forth in 7 CFR 210, 7 CFR 220, and 7 CFR 225. The District, distributing agency, sub-distributing agency, or recipient agency, the State Agency, the Comptroller General, the Department of Agriculture, or the duly authorized representatives, may perform onsite reviews of the food services operation, including the review of records, to ensure compliance with requirements for the management and the use of donated foods.

A. DEFINITIONS:

The following words and phrases when used in this Agreement shall have the meanings given to them in this Paragraph:

- a) “Agreement”: shall mean the Food Services Management Agreement.
- b) “Catering”: shall mean food and beverage service for meetings, conferences, dinners, parties and other functions requested by District or a third party.
- c) “Cash Equivalents”: shall mean an amount equal to the Direct Costs attributable to those special functions of District for which there are no cash receipts.
- d) “Charge”: shall mean the charge established by FSMC, which is reasonably allocated to Cleveland City Schools, for certain services provided by FSMC to client locations.
- e) “Current Year”: shall mean the 2020-2021 fiscal year.
- f) “Direct Costs”: shall mean the costs incurred by FSMC that are directly attributable to services provided under this Agreement. All costs incurred by FSMC in providing services to Cleveland City Schools shall be presumed to be Direct Costs unless expressly provided otherwise in this Agreement.
- g) “Effective Date”: shall be July 1, 2020.
- h) “FSMC”: shall mean the Food Service Management Company.
- i) “Food Service Facilities”: shall mean the areas, improvements, personal property and facilities are available from the Cleveland City Schools for use by FSMC for the provision of the food services as described therein.
- j) “Food Service Program”: The preparation and service of food to the District students, staff, employees and authorized visitors.
- k) “Servicewares”: shall mean items utilized in the service of meals, including such things as trays, carts, flatware, utensils used in the Food Service Program.
- l) “SFA and District”: shall mean the Cleveland City Schools.
- m) “Small Expendable Equipment”: shall mean items in the preparation of food, including such things as pots, pans and kitchen utensils.

B. AUTHORITY OF DISTRICT:

Pursuant to statute and the code of federal regulations, the District shall retain control of its Food Service Program. The District shall designate an administrator representative to be the responsible official for the Food Service Program. The District may contract with a food service management company to manage its food service operation in one or more of its schools. However, neither a school nor the District may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. A District that employs a food service management company in the operation of its school food service shall:

- a) Adhere to the procurement standards specified in 7 CFR § 210.21 when contracting with the food service management company.
- b) Ensure that the Food Service Program conforms with the all executed agreements under the following programs (if applicable): School Breakfast Program and National School Lunch Program, Summer Feeding, After School Snack and After School Meal Program.
- c) Reserve unto itself the right to change a fixed-price/meal fee for management and/or administration based on the “Consumer Price Index for all Urban Consumers--Food Away From Home” annual rate for December of the current school year, as compared to the rate for December of the previous year.
- d) Monitor the Food Service Program through periodic on-site visitations to ensure the food service program is in compliance with regulations;
- e) Retain control of the quality and quantity of food service under the contract and the extent and general nature of the food service; and retain control of the establishment of prices including price adjustment for all meals service, pricing reimbursable meals, á la carte services including vending machines and adult meals. Any increases in the prices of the pattern breakfast and lunch during the period of the contract along with the list of the FSMC prospective vendors/purveyors will be subject to approval of the Board of Education. All approvals shall be requested and granted in writing and no verbal commitments of any sort are enforceable.
- f) Retain signature authority on the State Agency-District agreement, free and reduced price policy statement, and claims for reimbursement;
- g) Retain title and ensure that all USDA donated food received by the District is made available to FSMC accrue only to the benefit of the District’s non-profit school food service and are fully utilized therein. All refunds received from processors must be retained by the District;
- h) Maintain applicable health certification and assure that all State and local regulations are being met by FSMC in preparing and serving meals at the District’s facilities;
- i) Establish any advisory boards composed of parents, teachers and students to assist in menu planning;
- j) Retain control of the school food service account and overall fiscal responsibility for the Program;
- k) Be responsible for ensuring resolution of the Program review and audit findings;
- l) Develop, distribute and collect parent letters and application for free and reduced price meals;
- m) Be responsible for supervising the process of determining and verifying application for free and reduced price meals and conducting any hearings related to such determinations.
- n) Include a 21-day cycle menu, developed in accordance with meal pattern requirements specified in 7 CFR § 210.10, 7 CFR § 220.8 and other programs if applicable. The invitation to bid or request for proposal contains a 21-day cycle menu developed in accordance with provisions of 7 CFR § 210.10, to be used as a standard for the purpose of basing bids or estimating average cost per meal. The Food Service Management Company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority.
- o) Be legally and financially responsible for the conduct of the FMSC except in cases of alleged fraud or criminal conduct for which the District may elect to hold FSMC directly

responsible. The District shall ensure compliance with the rules and regulations of the Tennessee School Nutrition Program.

- p) At the discretion of the District, conduct performance reviews of the performance of FSMC under the contract. Any services performed under this Contract shall be subject to a performance review. The District acknowledges and agrees that the scope of any such performance review shall be limited to those documents and records pertaining solely to the agreement entered into by the parties. FSMC shall cooperate with the District in these reviews, which may require the FSMC to provide records of its performance. This provision shall remain applicable in all subsequent Contract renewal Terms. Performance Reviews may include, but are not limited to:
- Completion and performance of contractual services rendered to ensure that the food service operation is in conformance with the District agreement;
 - Adherence to the meal pattern and food specification requirements, including quality and variety;
 - Performance of District On-site Reviews and status of required corrective action, if any, and as applicable;
 - Performance resulting from State and/or Federal reviews and the status of required corrective action, if any, and as applicable;
 - Participation trends, including program participation compared to *à la carte* sales, if applicable; and
 - Responsiveness of regional management to District and local staff/management.
- q) Obtain written approval of invitations for bids and requests for proposals before their issuance when required by the State Agency. The District shall incorporate all State Agency required changes to its solicitation documents before issuing those documents, and;
- r) Ensure that the State Agency has reviewed and approved the contract terms and that the District has incorporated all State Agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the District or FSMC to a State Agency approved contract term shall be reduced to a writing and approved by the State Agency before the contract is executed. When requested, the School Food Authority shall submit all procurement documents, including responses submitted by potential contractors, to the State Agency, by the due date established by the State Agency.

C. REGULATORY REQUIREMENTS

- a) FSMC shall conduct program operations in accordance with 7 CFR §§ 210, 215, 220, 245, and 250 and District and FSMC policies and procedures. Any invitation to bid or request for proposal shall indicate that nonperformance shall be subject to sanctions in instances where the FSMC violates or breaches contract terms.

The District is the responsible authority without recourse to USDA or the State agency to the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes but is not limited to: source evaluation, protests, disputes, claims, or other matters of a contractual nature. Matters concerning violations of law will be referred to the local, state, or federal authority that has proper jurisdiction.

Upon termination, the District may procure, upon such terms as it shall deem appropriate, services similar to those terminated. FSMC shall continue performance of the Awarded Contract to the extent not terminated.

In the event of nonperformance by either party under this awarded contract and/or the violation or breach of the awarded contract terms, the non-breaching party shall have the right to pursue all administrative, contractual, and legal remedies

against the breaching party and shall have the right to seek all sanctions and penalties as may be appropriate.

- b) FSMC shall maintain such records as District will need to support a claim for reimbursement for daily number of meals served by type under the School Breakfast Program and National School Lunch Program (7 CFR § 210.16) and shall provide the necessary reports to District promptly at the end of each month of operation or more frequently as specified by District. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the District's period of liability. The FSMC shall pay the District the full amount of any meal overclaims which are attributable to the FSMC's negligence, including those overclaims based on review or audit findings that occurred during the effective dates of the original and renewal of the awarded contracts. All records of FSMC pertaining to District's Food Service Program shall be maintained at the District and made available to representatives of District, the state agency, USDA, the U.S. Comptroller General or the U.S. General Accounting Office upon request, at FSMC's offices during regular business hours.

The FSMC shall maintain such records as the District will need to support its claim for reimbursement under this part, and shall, at a minimum, report claim information to the District promptly at the end of each month. Such records shall be made available to the District upon request and shall be retained in accordance with 7 CFR § 210.23 (c).

All records shall be kept on file for three (3) years after the end of the school year to which they pertain, or such other period that the Secretary of Agriculture or appropriate State officials may from time to time determine; provided, however, that if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit. Retention of all required records is mandatory for three (3) years after grantees or sub-grantees make final payments and all other pending matters closed.

Authorized representatives of the District, the State, and USDA shall have the right to conduct on-site administrative reviews of the food service operations. FSMC shall be responsible for ensuring compliance with the District's local wellness policy (as mandated under the 2004 Reauthorization of WIC and Child Nutrition).

FSMC shall be responsible for ensuring compliance with all aspects of the HACCP plan developed by the District to comply with Section III of the Child Nutrition and WIC Reauthorization Act of 2004.

- c) Non-Program Food Revenue – District shall ensure that all revenues from the sale of nonprogram foods accrues to the school food service account and that revenues available to support the production of reimbursable school meals does not subsidize the sale of nonprogram foods. FSMC shall annually provide to District information on food costs and revenues and such information must include food costs for reimbursable meals, food costs for nonprogram foods, revenues from nonprogram foods, and total revenues. Non-program foods may include but are not necessarily limited to: á la carte; catered foods; vending machine foods; student stores; and any other sales generated by the school food service operations not already described herein. The foregoing information shall be used to determine compliance with revenue from nonprogram foods found at 7 CFR 210.14(f). FSMC shall be responsible for providing the District with, and calculating, nonprogram food costs and program revenues for determining compliance with 7 CFR 210.14(f), as provided in SP 20-2016, Nonprofit School Food Service Account Nonprogram Food Revenue Requirements (Dec. 23, 2015).

- d) All income accruing as a result of payments by students and adults, federal reimbursements, and all other income from sources such as donations, special functions, Catering, á la carte sales, vending, concessions, contract meals, grants, and loans shall be deposited daily in District food service account. Any profit or guaranteed return shall remain in District food service account. The District and FSMC agree that this Contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR § 210.16(c) and 2 CFR § 200.323(d).
- e) Facilities that are not owned or controlled by the District, but in which food is prepared for use in the District Food Service Program, shall meet all State and local sanitation standards. FSMC shall have State or local health certification for any facility not owned by the District in which it shall prepare meals for use in District and shall maintain such health certification for the duration of this Agreement.
- f) No payment shall be made for meals that are spoiled or unwholesome at time of delivery, or for meals that do not meet specifications as developed by the school food authority for each food component specified in 7 CFR § 210.10, or for meals that do not otherwise meet the requirements of the contract. Specifications shall cover items such as grade, purchase units, style, condition, weight, ingredients, formulation and delivery time.
- g) If this Agreement is in excess of \$100,000, the District and FSMC mutually agree to comply with all applicable standards, orders or requirements issued, including:
 - Section 306 of Clean Air Act (42 USC § 1857(h))’
 - Section 508 of the Clean Water Act (33 USC § 1368)
 - Executive Order 11738 and Environmental Protection Agency regulations,
 - Certification Regarding Lobbying pursuant to 31 USC § 1352 (Appendix A: 7 CFR Part 3018), and;
 - Disclosure of Lobbying Activities pursuant to 31 USC § 1352 (Appendix A: 7 CFR § 3018)
 - Copeland “Anti-Kickback” Act (18 USC § 874) as supplemental in Department of Labor regulations (29 CFR Part 3)
 - 2 CFR § 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program of recovered materials identified in the EPA guidelines.

The FSMC certifies that it is in compliance with:

 - Energy Policy and Conservation Act (PL 94-163.89 Stat 871).
 - Provisions of the Contract Work Hours and Safety Standards Act involving Food Services workers whose duties are manual and physical in nature (USD 40 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and Department of Labor Regulations and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- h) FSMC shall comply with the “Buy American” provision for contracts that involve purchase of food as per 2 CFR § 21.21(d) and 7 CFR § 250.

D. FOOD SERVICE

- a) FSMC shall serve, on such days and at such time as requested by the District:
 - Meals priced as a unit that meet the meal component requirements prescribed by the USDA. The District and FSMC will encourage maximum participation in the School Breakfast Program and the National School Lunch Program.
 - Such other food as may be agreed upon by FSMC and District. *À la carte* offering will comply with applicable Federal and State regulations (7 CFR § 210.16).
- b) The District will create a menu to be used for the first 21 days of meal service. Changes in the menu after the first 21 days of meal service may only be made with the approval of the District.
- c) FSMC shall make recommendations to District regarding the quality, extent and general nature of the Food Service Program, and the prices to be charged for meals and other food; but the District will retain control over such aspects of the Food Service Program and shall have the right to make the final decisions regarding such matters.
- d) FSMC shall cooperate with the District in promoting the nutritional education aspects of District's Food Service Program and in the efforts of District to coordinate those aspects with classroom instruction, PTA evening meetings, nutrition education programs, PE classes, Coordinated School Health Supervisor, and any other program deemed beneficial by the District. FSMC will be responsible for maintaining and documenting professional development. Professional requirements published in the Federal Register March 2015. This should include a plan for meeting and maintaining the certification requirements outlined by the School Nutrition Association at the following URL, <http://bit.ly/USDANutritionGuide>.
- e) FSMC shall establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- f) The District and the FSMC shall serve Free and Reduced meals to those children who qualify, while protecting their anonymity in compliance with state and federal privacy laws, including the National School Lunch Act. If the District offers Free and Reduced meals, then the District and FSMC may offer a *à la carte* service.
- g) The serving sizes provided by the District on the 21-day cycle menu in most cases are based on the required minimum serving sizes. The serving sizes for the food items indicated on the menu(s) must meet the required average daily calorie ranges per five-day and the nutrient standards as stated, the FSMC must adjust the serving size and/or provide additional food items as necessary to meet the required calorie ranges and nutrient standards while meeting all Breakfast and Lunch Meal Pattern requirements and without significantly altering the 21-day cycle menu.
- h) The vendor shall be responsible for providing meals and menus appropriate for the age of the students served and acceptable to students evidenced by a minimum of plate waste and participation levels in the School Breakfast and National School Lunch Programs and must adhere to the District's charge policy.
- i) The FSMC must adhere to ALL nutrition standards indicated by the USDA for implementation through the 2020-2021 school year.
- j) Upon request by the District, FSMC shall provide catered food service items and prices mutually agreed upon. FSMC shall submit Catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit school food service account funds and USDA Foods will not be used for any functions outside of the nonprofit school food service account.
- k) Labor costs for special functions should not be double billed for program meals and special function meals.
- l) Under the FSMC's Operational Plan, a section highlighting a detailed plan to increase student participation and marketing is included in FSMC's Proposal, under Section IV – Technical Approach.
- m) The projected number of serving days for the 2020-2021 school year for breakfast and lunch at Cleveland City Schools is 180 serving days.

E. FACILITIES AND EQUIPMENT

- a) **Food Service Facilities:** District shall make available to FSMC suitable Food Service Facilities with current equipment for operations, together with such heat, fuel, refrigeration, freezer and utilities services as may be reasonably required for the efficient performance of this Agreement. FSMC shall provide District with an Investment, in accordance with Section P.f below, for equipment upgrades to the Food Service Facilities. District shall have full access to the Food Service Facilities at all times. It is specifically understood that the District may, without interfering with normal food service, use the dining, production, and service areas from time to time for such purposes (student testing, dances, etc.) as may be required. Appropriate set-up and clean-up should all be undertaken by the District's personnel at no cost to the FSMC. Facilities shall be restored to conditions mutually satisfactory to the contractor and the District before the next regularly scheduled meal service. The cost of long-distance telephone calls made by FSMC will be at the contractor's expense.
- b) **Condition of Food Service Facilities and Equipment:** The Food Service Facilities and equipment provided by District for use in the Food Service Program operation shall be in good condition and maintained by District to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Food Service Facilities (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of District and shall be at the District's expense. District agrees to be responsible for any liability or assessment, including related interest and penalties, arising from District's breach of the aforementioned obligations, and District shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such responsibility. The foregoing provision shall survive the termination of this Agreement.
- c) **Repair, Replacement and Maintenance:** District shall procure maintenance services for the Food Service Facilities. FSMC shall be responsible for maintenance and repair of all District owned equipment during the contract period, not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per contract period. FSMC shall provide written notification to the District within ten (10) days if it places any FSMC owned equipment on the premises. FSMC shall retain title to all FSMC-owned property and equipment when placed in service. The FSMC shall also provide, at no cost to the District, complete maintenance, repair, and replacement for all FSMC-owned property and equipment. District shall make structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations with respect to the Food Service Facilities. Structural building maintenance shall remain the responsibility of the District (walls, roof, ceilings, and windows).
- d) **Servicewares and Small Expendable Equipment.** District shall provide and maintain an adequate inventory of Servicewares, Small Expendable Equipment and cash registers. All Servicewares and Small Expendable Equipment and cash registers shall remain the property of the District.

On termination or expiration of the contract, the District shall conduct a physical inventory of all Servicewares and Small Expendable Equipment. At that time, the FSMC shall surrender the Food Service Facilities and District owned equipment in as good a condition as the start or the contract with ordinary wear and tear excepted. The FSMC shall remove all vendor-owned equipment in a timely manner and without damage to the District's facilities.

F. CLEANING RESPONSIBILITIES

- a) **FSMC's Responsibilities:** FSMC shall maintain high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and serving areas (including food service, kitchen floors, hoods and grease filters).
- b) **District's Responsibilities:**
 - District, at its cost shall provide regular cleaning for cafeteria walls, windows, floors, light fixtures, draperies and blinds and period waxing and buffing of floors.

In addition, District will be responsible for routine cleaning of grease traps, duct work, plenum chambers, and roof fans.

- District, at its cost, shall be responsible for trash and garbage removal and extermination service.
- c) Joint Responsibilities: FSMC and District shall comply with all applicable standards, order or requirements issued pursuant to Section 306 of the Clean Air Act of 1970, as amended (42 USC § 1857(h)), Section 508 of the Clean Water Act (33 USC § 1368), Executive Order 117389, and Environmental Protection Agency regulations (40 CFR § 15), and any violations thereof shall be reported to the United States Department of Agriculture and to the USEPA Administrator of Enforcement (EN-329) or other appropriate authority. (Contracts, subcontracts and sub grants of amounts in excess of \$100,000)

FSMC and District shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with Energy policy and Conservation Act (PL 94-163, 89 Stat. 871).

G. HEALTH CERTIFICATION

FSMC, as a Direct Cost, shall comply with all federal, state and local laws and regulations governing the preparing, handling and serving of food, and shall keep, as applicable to District and FSMC, in effect all licenses and permits, as are required by law, and shall post such items in a prominent place within the Food Service Facility, as required. FSMC shall also send notification to the District's Nutrition Services Supervisor of said licenses and permits they are required to obtain by promptly forwarding copies to the Nutrition Office.

H. PERSONNEL

- a) FSMC Personnel:
 - 1) FSMC shall provide and pay a staff of management employee(s) assigned to duty on District's premises for efficient management of the Food Service Program, except for District employees described in Subsection b, "District Personnel" below. FSMC's management employee(s) will be subject to rules and regulation of District while on District's premises. All management employee(s), except for District's employees described in Subsection b, "District Personnel", below, shall be employed by and compensated by FSMC.
 - 2) FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC § 327-330), as supplemented by Department of Labor regulations (29 CFR § 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of the standard workday of eight (8) hours and a standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1 ½) times the basis rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
 - 3) Compliance with the Davis-Bacon Act (40 USC §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR § 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub grantees when required by Federal Grant Program legislation).
 - 4) FSMC shall assign to duty on District's premises only employees acceptable to District. The District requires all employees of the FSMC to give written consent to have both a criminal history from the State of Tennessee and a criminal record check through the Federal Bureau of Investigation (FBI) per state law. The District requires all employees of the proposer to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. FSMC shall provide a list of employee names

and social security numbers to the District's Human Resources Department so that the required Department of Children Services background checks can be performed. Employees must meet State requirements to be employable. In order to avoid employee allegations or claims of wrongful termination, discrimination, etc., the District agrees that any withholding of approval by the District for the assignment of FSMC's employees to the Services shall not be unreasonably withheld, conditioned or delayed. In addition, the request by the District for FSMC to remove any of its employees from the Services, shall be in writing, shall not violate applicable federal and state law and shall be administered in accordance with FSMC's policies pertaining to such manners.

- 5) During the progress of the contract work, FSMC is to assume all risk and to bear all loss occasioned through neglect or accident caused by their personnel.
- b) District Personnel:
 - 1) FSMC will include District employees "grandfathered in" in their staffing plan and such District employees shall be supervised on District's behalf by FSMC's management employees.
 - 2) Full time and part time District employees will remain District employees and be compensated by District. Wages, benefits and evaluations of District employees will remain within the authority of the District. District employees may opt to resign from the District in order to become FSMC employees. As District employees resign, retire, or are terminated from the District, those vacancies will be replaced with FSMC employees, if FSMC determines that the vacancy needs to be filled.
 - 3) For all District employees that opt to resign from District in order to become FSMC employees, the following shall apply, effective as of the hiring date of each District employee:
 - a. As of the hire date or upon expiration or termination of this Agreement, regardless of how this Agreement may be terminated, FSMC shall not be responsible for unused paid time off (including, but not limited to, sick time, personal time, holidays and/or vacation) which accrued to the District employees while employed by the District prior to the hire date.
 - b. District shall indemnify FSMC from any liability relating to (i) earned or accrued benefits, (ii) termination or lay-off resulting from the transition of District employees to FSMC's payroll (including the WARN Act) and (iii) employee claims for injury or loss, which injury or loss occurred while such District employees were employed by District. In addition, District shall be responsible for any liability relating to claims by the District employee who were not offered employment by FSMC
- c) Equal Opportunity and Affirmative Action Employer
Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to duty in the District's Food Service Program. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws.
- d) Agreement Not to Hire: District acknowledges that FSMC's on-site management employees are essential to FSMC's core business of providing management services and are familiar with FSMC's operation procedures and other information proprietary to FSMC. Therefore, District shall not, without FSMC's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by District, of any person who is or has been a FSMC salaried management employee assigned to the Services at the Food Service Facilities, within the earlier of one (1) year after such employee terminates employment with FSMC or within one (1) year after termination of this Agreement. If District hires, makes any agreement with or permits employment of any such employee in any District operation providing food service within the restricted period,

it is agreed by District that FSMC shall suffer damages and District shall pay FSMC as liquidated damages, and not as a penalty, an amount equal to two (2) times the then-current annual salary of each manager hired by District. This sum has been determined to be reasonable by both parties after due consideration of all relevant circumstances. This provision shall survive termination of this Agreement.

a. e) **§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance (as appropriate) of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I. HEALTH EXAMINATIONS

FSMC shall cause all of its employees assigned to duty on the District's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to District's medical staff upon request. The cost of such examination shall be considered a Direct Cost.

J. PURCHASING

- a) Goods purchased by the FSMC shall become the property of the FSMC.
- b) For all purchases made, the FSMC must adhere to the minimum Procurement Specifications as detailed in Section N-USDA Foods. FSMC shall competitively procure all items funded in whole or in part with proceeds from the school food service program. For purchases made outside of District contract, the FSMC must adhere to the minimum Procurement Specification as detailed in Section N-USDA Foods.
- c) In the event that FSMC, either directly or through one of its affiliated companies, furnishes products or ancillary services necessary for the efficient operation of District's Food Service Program, such products or ancillary services shall be competitive with the cost of obtaining such services from an independent source in the open market.
- d) Any and all actions taken by the parties hereto under the provisions of the Contract document shall be taken using only the best prevailing commercial practices. Materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the District or by prevailing commercial practice are to be used.
- e) Purchasing/Non-FSMC Approved Vendors: District acknowledges that FSMC shall utilize its own supplier network for the provision of goods, supplies and services in the performance of its obligations hereunder. District understands that FSMC has entered into agreements with many vendors and suppliers of products and services which (i) give FSMC the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii), require such vendors and suppliers to adhere to standards to ensure the quality of the

products and/or services purchased by FSMC for or on behalf of District. District shall not require FSMC to use products and/or services from the non-FSMC approved vendors with the exception of Bull's Eye Brand, Smart Mouth Pizza items for the 2020-2021 contract period only.

K. INVENTORY OF FOOD AND SUPPLIES

At the commencement of operations, FSMC and District shall jointly inventory all food and related supplies to be utilized in District's Food Service Program. A summary of such inventory shall become part of this Agreement. District represents and warrants that all District food and supplies inventories, including commodities, existing at the beginning of the Current Year are usable and shall meet FSMC's menu requirements. At the commencement of operations hereunder, FSMC and District shall mutually agree on the usability of such existing inventory and FSMC shall purchase, at invoice cost, such usable existing inventory from District, and thereafter own such purchased inventory. During the course of this Agreement, title to all food and supplies shall remain with the FSMC. At the termination of this Agreement, FSMC and District shall jointly undertake a closing inventory of all food and supplies and the District shall purchase from FSMC, or shall cause the successor contractor to purchase from FSMC, any remaining usable food and supplies inventory at FSMC's invoiced amount.

L. GOVERNMENT-DONATED FOODS AND COMMODITIES

- a) USDA foods offered to the District and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the District's nonprofit school food service program and are not to be used for special functions conducted outside of the nonprofit school food service program. Extensions and renewals are contingent upon fulfillment of these provisions related to donated foods.
- b) The FSMC shall accept and use USDA foods in as large a quantity as may be efficiently utilized in the nonprofit school food service program subject to approval by the District. In accordance with 7 CFR § 250.50(d), the FSMC may, in most cases, use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality in place of donated foods. Exceptions are donated ground beef, ground pork, and all processed end products (i.e. containing donated foods), which cannot be replaced with commercial substitutes.
- c) The FSMC shall not enter into subcontracts for further processing of USDA foods. The District shall have processing contracts in place when a commercial facility processes or repackages USDA foods. The FSMC shall pay all related processing fees and costs. The District shall not be responsible for any cost associated with processing USDA Foods. The State Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR § 250. In accordance with 7 CFR § 250.51(1), the FSMC must credit the District for the full value of all USDA foods received for use in the District's meal service within a school year or fiscal year (to include both entitlement and bonus foods). This includes crediting for the value of USDA foods contained in processed end products.
- d) The District and FSMC shall consult on end products to be processed from USDA foods during the time of this Agreement, but the District retains the final approval of products. Under both the State Master Agreement and the Recipient Agency Agreement, the District is responsible for conducting the procurement of processing services as stipulated in 7 CFR § 210.
- e) The FSMC must itemize on the District's monthly operating statement the current market value of all USDA foods received for use in the nonprofit school food service programs. The USDA foods must be valued at the Fair Market Price at time of receipt. This information will be used for tracking and will identify the value of savings from the use of USDA foods.
- f) The FSMC must credit the District for the value of all donated foods received for the use in the District's meal service in the school year or fiscal year (including both entitlement and bonus foods) and including the value of donated foods contained in products, in

accordance with the contingencies in 7 CFR §250.51(a). A year-end reconciliation shall be conducted by the District to verify compliance. The District reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulation 7 CFR § 210 and 7 CFR § 250.

- g) Procurement requirements. The recipient agency must meet Departmental procurement requirements in 7 CFR § 200, subpart D, and USDA implementing regulations at 7 CFR §§ 400 and 416, as applicable, in obtaining the services of a food service management company, as well as applicable requirements in 7 CFR §§ 210, 220, 225, or 226. The recipient agency must ensure that procurement documents, as well as contract provisions, include any donated food activities that a food service management company is to perform, such as those activities listed in paragraph (d) of this section. The procurement and contract must also specify the method used to determine the donated food values to be used in crediting, or the actual values assigned, in accordance with 7 CFR § 250.51. The method used to determine the donated food values may not be established through a post-award negotiation, or by any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.
- h) The District shall be legally responsible for any losses of federally donated food that may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- i) The FSMC will be responsible for the cost of the USDA foods administrative charges and processing charges as associated with USDA foods. The FSMC will be responsible for payment of delivery and storage charges associated with USDA foods and commodities.
- j) The FSMC shall maintain and make available records to substantiate the receipt, use storage and inventory of USDA foods. The FSMC must submit to the District monthly inventory reports showing all transactions for processed and non-processed USDA foods.
- k) The District shall retain control and title to all USDA foods.
- l) The FSMC must meet the general requirement for the storage and inventory management of donated foods in 7 CFR § 250.14(b). In accordance with 7 CFR § 250.52, the FSMC may store and inventory USDA foods together with foods that it has purchased commercially for the District's use. The food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.
- m) Disposition of donated foods and credit reconciliation upon termination of the contract. When a contract terminates, and is not extended or renewed, the FSMC shall return all unused donated beef, pork, and processed end products, and must, at the recipient agency's discretion, return other unused donated foods. The recipient agency shall ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable.
- n) The FSMC and the District agree to comply with Federal Regulations 7 CFR §§ 250, and 250.12(b)(3) which state that recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling and distribution and § 250.12(b)(4) which states that recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss to donated foods.
- o) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR § 250 with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.
- p) Activities relating to donated foods. A food service management company may perform specific activities relating to donated foods, such as those listed in this paragraph (d), in accordance with procurement documents and its contract with the recipient agency. Such activities may also include the procurement of processed end products on behalf of the recipient agency. Such procurement must ensure compliance with the requirements in subpart C of this part and with the provisions of the distributing or recipient agency's

processing agreements, and must ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. Although the food service management company may procure processed end products on behalf of the recipient agency, it may not itself enter into the processing agreement with the processor required in subpart C of this part. Other donated food activities that the food service management company may perform include:

- (1) Preparing and serving meals;
- (2) Ordering or selection of donated foods, in coordination with the recipient agency, and in accordance with §250.58(a);
- (3) Storage and inventory management of donated foods, in accordance with §250.52; and
- (4) Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in subpart C of this part.

q) USDA FOODS:

(a) Required contract provisions in fixed-price contracts. The following provisions relating to the use of donated foods must be included, as applicable, in a District's fixed-price contract with a food service management company. Such provisions must also be included in procurement documents. The required provisions are:

(1) A statement that the food service management company must credit the District for the value of all donated foods received for use in the District's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in §250.51(a);

(2) The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;

(3) The method of determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values;

(4) Any activities relating to donated foods that the food service management company will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR § 250;

(5) A statement that the food service management company will use all donated beef and pork products, and all processed end products, in the recipient agency's food service;

(6) A statement that the food service management company will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service;

(7) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR § 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;

(8) Assurance that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR § 250;

(9) Assurance that the food service management company will comply with the storage and inventory requirements for donated foods;

(10) A statement that the distributing agency, sub distributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

(11) A statement that the food service management company will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); and

(12) A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

- 1) Any USDA Foods received for use by the District and made available to the vendor shall be utilized within the specified terms of this Contract in the District's food service operation for the preparation and service of meals and for other allowable uses in accordance with the Code of Federal Regulations, 7 CFR 250.
- 2) The FSMC shall accept and use USDA Foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the District.
- 3) The FSMC shall manage all USDA Foods to ensure the USDA Foods are utilized in the District's food service.
- 4) The FSMC shall utilize all USDA ground beef, ground pork, and processed end products received in the District's food service. Commercially purchased foods shall not be substituted for these foods.
- 5) The FSMC shall utilize all other USDA Foods, or substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality that the USDA Foods as determined by the District, in the District's food service.
- 6) The FSMC shall credit the District's monthly bill/invoice the current market value of all USDA Foods received during each Contract Term as the USDA Foods are used in the District's food service. The FSMC must credit the District for all USDA Foods received for use in the District's food service each Contract Term whether the USDA Foods have been used or not. Such credit shall be issued in full prior to the expiration of each Contract Term.
- 7) Credit issued by the FSMC to the District for USDA foods received during each Contract Term and used in the District's food service shall be recorded on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Attached to the invoice shall be a detailed list identifying each received USDA Foods item used in the District's food service and each USDA Foods item credit issued for unused USDA Foods, along with the current market value as issued by the Tennessee Department of Agriculture.
- 8) The current market value of USDA Foods is based on the prices issued by the Tennessee Department of Agriculture in compliance with 7 CFR § 250.58.
- 9) The District shall ensure the method and timing of crediting does not cause its cash resources to exceed limits established in 7 CFR § 210.9(b)(2).
- 10) At the end of each Contract Term and upon expiration or termination of the Contract, reconciliation shall be conducted by the District to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the vendor during each Contract Term for use in the District's food service.
- 11) The District shall verify receipt of USDA Foods shipments through its electronic records or by contacting the Tennessee Department of Agriculture or processor as applicable.
- 12) The District reserves the right to conduct USDA Foods credit audits throughout each Contract Term to ensure compliance with federal regulations 7 CFR §§ 210 and 250.
- 13) FSMC may store and inventory USDA Foods together with commercial foods purchased for use by the District's food service. FSMC shall meet all storage and inventory management requirements outlined in 7 CFR § 250. USDA ground beef, ground pork, and processed end products shall be in a manner that ensures usage in the District's food service.
- 14) FSMC shall accept liability for any negligence on its part that results in any loss, damage, out of condition, or improper use of USDA Foods not yet credited to the District and shall credit the District either monthly or through a fiscal year-end reconciliation.
- 15) The District and FSMC shall consult on end products to be produced from USDA Foods during each Contract Term. The District retains the final approval of the

USDA Foods ordered, and the FSMC shall utilize the USDA Foods in the form furnished by the USDA.

- 16) The District shall have processing contracts in place when a commercial facility processes or repackages USDA Foods. The District shall not be responsible for any costs associated with the processing of USDA Foods for sites under an FSMC Contract Agreement. The Tennessee Recipient Agency Processing Contract, Tennessee State Master Processing Contract, or National Processing Contract must be used as the basis for the processing agreement as determined by the Tennessee Department of Agriculture. The terms and conditions of the processing contract must comply with 7 CFR § 250. In accordance with 7 CFR § 250.51(a), FSMC must credit the District for the value of all USDA Foods received for use in the District's meal service in a school year or fiscal year (including both entitlement and bonus foods). This includes crediting for the value of USDA Foods contained in processed end products.
- 17) The District will permit crediting of donated foods and commodities as they are received at the serviced locations. The District may permit a food service management company to pre-credit for donated foods. In pre-crediting, a deduction for the value of donated foods is included in the established fixed price per meal. However, the recipient agency must ensure that the food service management company provides an additional credit for any donated foods not accounted for in the fixed price per meal—e.g., for donated foods that are not made available until later in the year.
- 18) FSMC shall not enter into subcontracts for further processing of USDA Foods.
- 19) FSMC shall be responsible for all delivery, freight/handling, storage, and warehousing costs associated with USDA Foods, if applicable.
- 20) If FSMC acts as an intermediary between a processor and the District, FSMC shall credit the District for the value of USDA Foods contained in the processed end products at the USDA Foods processing agreement value unless the processor is providing such credit directly to the District. Such credit shall be issued to the District on the monthly bill/invoice as a separate line item entry and shall be clearly identified and labeled. Although FSMC may produce processed end products on behalf of the District, FSMC shall not enter into the processing agreement with the processor.
- 21) FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. FSMC shall submit to the District monthly inventory reports showing all transactions for processed and non-processed USDA Foods.
- 22) The District, State Agency, Tennessee Department of Agriculture, Comptroller General, and U.S. Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of FSMC's food service operation, including the review of records, to ensure compliance with the requirements of this Contract and federal regulations 7 CFR §§ 210 and 250.
- 23) FSMC shall return all unused USDA ground beef products, ground pork products, and processed end products to the District upon termination, expiration, or non-renewal of the Contract.
- 24) FSMC shall be required to return unused USDA Foods to the District upon termination, expiration, or non-renewal of the Contract.
- 25) The District shall retain title to all USDA Foods provided to FSMC for use in the District's food service.
- 26) The bid rate per meal shall be calculated as if no USDA Foods were available.
- 27) Under the provisions stated in the Base Contract, FSMC shall credit the District for the value of all USDA Foods received for use in the District's meal service in the school year or fiscal year (including both entitlement and bonus foods), and include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR § 250.51(a). Furthermore, FSMC shall be responsible for activities related to USDA Foods in accordance with 7

CFR § 250.50(d) and shall assure that such activities are performed in accordance with the applicable requirements in 7 CFR § 250. In support of terms outlined in the USDA Foods section of the Base Contract, the District and FSMC shall provide the following:

- i. Verification – Receipt of USDA Foods: The District shall attach a copy of the District's Year-end reconciliation verifying correct and proper credit has been received for the full value of all USDA Foods received by FSMC during the fiscal year. The District reserves the right to conduct donated food credit audits through the year to ensure compliance with federal regulations 7 CFR § 210 and 7 CFR § 250.
- ii. Verification – Usage of USDA Foods: Renewals of the Base Contract is contingent upon adequate usage of USDA Foods.

r) FOOD SPECIFICATIONS

28) All USDA Foods offered to the District and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.

29) For all other food components, specification shall be as follows:

- i. According to 7 CFR § 210.10 breads, bread alternates, and grains must be at least half of the grains offered weekly, and must be whole-grain rich as specified in FNS guidance. All breads and grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed on Attachment B. If applicable, product should be in moisture-proof wrapping and pack-code date provided.
- ii. All meat and poultry must have been inspected by the United States Department of Agriculture (USDA) and must be free from off color or odor.
 - a) Beef must be at least 80:20 lean to fat, preferably 85:15 lean to fat.
 - b) Poultry should be U.S. Grade A, when applicable, and should meet the recommendations outlined in Specifications for Poultry Products, A Guide for Food Service Operators from the USDA.
 - c) For breaded and battered items, all flours must be enriched for breads/grains and breading/batter must not exceed 30 percent of the weight of the finished product.
 - d) For sausage patties, the maximum fat allowed is 50 percent by weight; industry standard of 38 to 42 percent fat preferred.
- iii. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- iv. All cheese should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; have a pleasing flavor; demonstrate satisfactory melt ability; and contain proper moisture and salt content.
- v. All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirement for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.
- vi. All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, fruit must meet the food distributors' second quality. Fruits should have characteristic color and good flavor and be well-shaped and

- free from scars and bruises. Size must produce yield equal to or greater than the attached 21-day cycle menu requirements.
- vii. All fresh vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA Food Buying Guide. At a minimum, vegetables must meet the food distributors' second-quality level. Vegetables should have characteristic color and good flavor, be well-shaped, and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
 - viii. All canned vegetables must meet the food distributors' first quality (extra fancy and fancy) and canned fruits (standard) must meet the second-quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
 - ix. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be Grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
 - x. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
 - xi. If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
 - xii. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
 - xiii. All fruit juices must be 100 percent fruit juice.
 - xiv. When the specification calls for "Brand Name or Equivalent," the brand name product is acceptable. Other products may be considered with proof that such products meet stated specifications and are deemed equivalent to the brand products in terms of quality, performance, and desired characteristics, as determined by the District.
 - xv. All food items must adhere to the sodium target levels in subsequent Contract Terms, if applicable, as required by USDA Nutrition Standards in the School Breakfast and National School Lunch Programs, Implementation Timeline for Final Rule and/or other subsequent guidance issued by the USDA.
 - xvi. Nutrition labels or manufacturer specifications must indicate zero grams of trans fat per serving for all foods.
 - xvii. Fluid milk must be low-fat (1 percent milk fat or less) or fat-free unflavored or flavored. Two choices must be offered daily as required by the District.

30) The requirements of 7 CFR § 210.10, as from time to time amended by the USDA, shall be binding upon the parties to this Contract and shall be enforceable as if fully reproduced herein.

M. LICENSES, PERMITS AND TAXES

Each party shall comply with all applicable laws, ordinances, rules and regulations relating to the District's Food Service Program sanitation, safety and health and, as applicable to a party, obtain and maintain required licenses and permits as necessary. Each party shall bill and collect sales taxes, if applicable, on all meals and services for which each respectively collects revenues from customers. If additional sales or use or any other transaction related taxes are assessed against the Food Service Program operations, District shall reimburse FSMC for such assessment and any interest and penalties related to such assessment upon receipt of an invoice from FSMC; except that District shall not be responsible for any assessment attributable to FSMC's

negligent failure to timely submit any known tax filing or report. FSMC shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive the termination of this Agreement.

N. INSURANCE

- (a) The FSMC shall carry liability insurance and a valid, enforceable certificate of insurance (COI) shall be submitted within fifteen (15) business days from date of the execution of this Agreement.. The COI shall indicate commercial general liability coverage in the amount of at least three Million Dollars (\$3,000,000) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of FSMC under this Agreement.
- (b) Worker's compensation coverage in accordance with the statutory requirement and limits required by Tennessee State Law.
- (c) The FSMC shall carry Professional Liability, if applicable, for registered dietitians.
- (d) All certificates of insurance shall be issued from a company licensed to write insurance policies in the State of Tennessee. Cleveland City Schools Board of Education shall be conspicuously named on the Certificate of Insurance as an additional insured on the commercial general liability insurance, to the extent that it is vicariously liable for the negligent acts of FSMC.

O. INDEMNITY

FSMC agrees to indemnify, defend and save harmless the District, its agents, servants, and employees from and against any and all loss, expenses including legal fees and disbursements, damages or injuries occurring in connection with, or resulting from the use by FSMC, its agents or employees FSMC's obligation to indemnify District, its agents, servants, and employees shall be limited to those liabilities resulting from the sole negligence of FSMC in the performance of its obligations under this Agreement and shall in no event extend those liabilities resulting from the acts or omissions of District, its agents, servants, and employees. Notwithstanding anything to the contrary set forth in this Agreement, with respect to property damage, District and FSMC waive any and all right of recovery from each other specifically for property damage, or loss of use thereof, howsoever occurring and all claims typically covered by special causes of loss insurance policies. This property damage waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This property damage waiver shall not apply to claims for personal injury or death or claims not otherwise covered by insurance. The parties agree to carry and to submit property losses to their respective property insurance carriers. This clause shall survive termination of this Agreement.

Consequential Damages. In no event shall either party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such party has been advised of the possibility of such damage in advance.

P. FINANCIAL TERMS

- a) District's Food Service Program: FSMC shall manage District's Food Service program. All Federal State reimbursement and cash receipts shall be utilized solely in District's Food Service Program or for the improvement of such Food Service Program. All cash receipts shall be turned over to the District for deposit in the District's food service account. District represents and warrants that the financial and operating information provided by the District to the FSMC is true, complete and correct and presents fairly and accurately all items of revenue and expense of District's Food Service Program to be managed by FSMC herein in conformity with generally accepted accounting principles consistent with that of the preceding years and applied in accordance with past practices.
- b) District's responsibilities are to manage FSMC and to ensure the District meets all its responsibilities hereunder. This includes but is not limited to monitoring contract performance, completing periodic on-site review forms, reviewing monthly invoices, conducting an audit of invoices (if necessary, to

ensure District is charged correctly), ensuring District receives proper credit for USDA Foods. All facilities, equipment and services to be provided by District shall be at District's expense.

- c) Payment to FSMC: FSMC shall provide services pursuant to this agreement and District shall pay FSMC for such services at the rate of \$1.773 per meal equivalents served ("District's Financial Obligation").
- d) Financial Guarantee. If at the conclusion of the 2020-2021 school year, District's Food Service Program does not meet or exceed the agreed upon financial pro-forma of \$70,044, FSMC will make up the difference of any shortfall up to a maximum reimbursement of \$70,044. For purposes of calculating the fund balance surplus for the Financial Guarantee, the District Labor and District Other Direct Expense shall be no greater than the amounts set forth below:

District Labor – projected as \$786,165 as identified by the District for the 2020-2021 school year
District Other Costs – projected as \$0 as identified by the District for the 2020-2021 school year

For the avoidance of doubt, the Financial Guarantee shall be calculated as follows: all program revenues including student cash sales, federal and state reimbursements from lunch, breakfast and snack meals, adult sales, special functions, and summer meal program revenues and the value of commodities received less (i) the Fixed Price for all meal equivalents served, and (ii) District labor and other program expenses as outlined above.

- e) Equivalent Meal Count: For the purpose of computing the foregoing meal count, the number of National School Lunch Program meals served to children shall be determined by actual count. The School Breakfast Program meals will be counted as each meal served multiplied by a factor of 0.66 (a 3:2 ratio or three actual breakfast meals equal two meal equivalents) to determine the number of meal equivalents. Cash equivalents (a-la-carte sales) may be divided by \$3.63 (Federal Free Reimbursement rate + USDA Food value) to arrive at an equivalent meal count for school year 2020-2021. For each year of contract renewal thereafter, the Cash equivalents shall be divided by the free reimbursement rate plus the current value of commodities for the current year of the Agreement. In calculations, all decimal points shall be rounded up to the next cent.
- f) Investment. FSMC shall purchase equipment for the Food Service Program in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) ("Investment"). FSMC shall amortize the Investment on a straight-line basis, commencing with the date equipment is purchased, and continuing through the initial contract term year and the four (4) optional renewal years. Such amortization shall be charged as an operating expense of the Food Service Program and is included in the cost per meal equivalent. Sodexo shall own the Investment. Upon complete amortization of the Investment, ownership of the Investment, excluding proprietary equipment and signage used in the Food Service Program operation, shall transfer from FSMC to District. If prior to the complete amortization of the Investment this Agreement expires or is terminated for any reason, the District, shall continue to make payments in accordance with the amortization schedule provided at time of termination, and shall thereafter own the equipment. District agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by FSMC.
- g) Renegotiation of Financial Terms. TENNESSEE DOE SNP must review and approve any material changes to the contract. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If such conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties but only with the prior approval by TENNESSEE DOE SNP CNS. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. If the renegotiation exceeds ten percent (10%) of the original contract value, the contract must be re-bid.
- h) Adjustments. The financial arrangement set forth in this Agreement shall be adjusted to reflect additional costs incurred by FSMC (i) in connection with the legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act

and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by FSMC on behalf of covered employees. The adjustment to the financial arrangement shall be effective from the date the events of (i) and/or (ii) occur.

Q. ACCOUNTING

- a) FSMC will submit an invoice for the District's financial obligation within seven (7) days after the end of each month.
- b) All invoices submitted by FSMC to District shall be paid within thirty (30) days of date of the invoice. In the event invoices are not paid within sixty (60) days of the invoice date, interest shall be charged on each invoice at the rate of one percent (1%) per month on the unpaid balance (or in the event local law prohibits the charge of such rate, interest will be charged at the maximum legal rate permitted), computed from the invoice date until the date paid.
- c) The right of FSMC to charge interest for late payment shall not be construed as a waiver of FSMC's right to receive payment of invoices within 10 days of the invoice date. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices, District agrees to pay FSMC's reasonable attorney's fees and other costs.
- d) Current Year Reconciliation: Within twenty (20) days following the end of the school year, FSMC shall submit to District a reconciliation of the financial guarantee for the Current Year, and shall pay to District the amount, if any, due District. The Reconciliation of Credits for USDA Foods shall be turned in to the District by August 1st for forwarding to the State agency.

R. REMEDIES

- a) Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement (except for payments of monies owed) if the party's failure to perform is attributable to war, riot, or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".
- b) In the event of a Force Majeure which interferes with the operation of District's Food Service Program, and upon request, FSMC will take all reasonable steps to continue to provide service upon terms and conditions satisfactory to FSMC and District and any guarantee provided herein shall be adjusted to account for such Force Majeure events.
- c) If, at any time, FSMC or District shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable District to carry out its financial obligation to FSMC, then FSMC or District shall have the option to terminate this Agreement by giving ten (10) days' written notice to the other party.

Notwithstanding any other provision of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

S. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

- a) Confidential Information: To the extent authorized under Tennessee law, all financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "Confidential Information"), shall be the property of the FSMC and shall be confidential. To the extent allowed by Tennessee law, the District shall keep such Confidential Information confidential during and subsequent to the term of this Agreement and shall so instruct to its agents, employees, and independent contractors, and the use of such Confidential Information by District in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. District shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC. Notwithstanding the foregoing, FSMC acknowledges that District is a governmental entity as is subject to the Tennessee Open Records Act and other state and federal laws and regulations that may require the disclosure of certain information. District agrees that, in the event that it determines

any Confidential Information or Proprietary Materials are requested, it will give FSMC notice of such request.

- b) **Proprietary Materials:** District agrees that all computer software programs, signage, and marketing and promotional literature and material (collectively referred to as “Proprietary Materials”) used by FSMC on District’s premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of FSMC. Upon termination of this Agreement, all use of trademarks, service marks, and logos shall be discontinued, and District shall immediately return all Proprietary Materials.
 - Proprietary Materials shall include any patents developed and/or awarded for any discovery or invention in the course or under such contract.
 - Proprietary Materials shall also include any copyrights and rights in data developed and/or secured in the course of under such contract.

If funds from the non-profit School Foodservice Account are used to develop programs or materials those programs and materials cannot be proprietary. To be clear, items developed with these funds cannot become part of FSMC’s property.

Rights to Invention 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 sub recipient wishes to enter into 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 sub recipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreement,” and any implementing regulations issued by the awarding agencies.

- c) **District Information:** FSMC acknowledges that during the course of this Agreement, FSMC shall have access to business systems, techniques and methods of operation developed at great expense by District which FSMC recognizes to be unique assets of District’s business. FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this Agreement.

T. TERM AND TERMINATION

- b) This Agreement will be effective for a one (1) year period commencing July 1, 2020 through June 30, 2021, with option to renew annually for a period not to exceed four (4) additional years. The District, by action of its Board of Education, reserves the right to extend this Agreement for additional one (1) year renewals not to exceed four (4) with the mutual agreement of the FSMC. If a renewal changes the scope of this Agreement, a written amendment shall be prepared. All amendments must be documented, reviewed, and approved by the District Board of Education and the State agency prior to execution. Additionally, the State must review and obtain awarding agency approval for all proposed Agreement modification changes when the scope of a contract or the change increases the contract amount by more than the Simplified Acquisition Threshold (Federal \$250,000).
- c) This Agreement shall remain in full force and effect throughout its term unless the parties mutually agree, in a written document signed by both parties and attached to the Agreement, to amend, add, or delete any article or exhibit.
- d) **Termination without Cause:** Either party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days’ prior written notice to the other party. Neither party shall incur new obligations after the effective date of termination.
- e) The District may terminate the Agreement immediately without further liability in the event of the occurrence of any of the following: insolvency of FSMC; liquidation or dissolution of FSMC; the institution of any voluntary or involuntary bankruptcy proceeding by or against FSMC; assignment by FSMC for the benefit of creditors; or the appointment of a receiver or trustee to manage the property of FSMC.
- f) **Termination with Cause:** If either party breaches a material provision hereof (“Cause”), the non-breaching party shall give the other party written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the

case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to in the Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

- g) In the event that the Board of Education fails to approve the appropriation of funds sufficient to provide for District obligations under the Agreement, or if the funds are not appropriated due to federal, state or local action, the District shall have the right to terminate the Agreement by providing written notice to FSMC and the District will thereby be obligated to compensate FSMC for any services rendered by FSMC through final date of termination. In addition, the District will thereby be relieved of all future obligations under the Agreement, excluding any obligations that survive termination.
- h) Upon termination of the Agreement, FSMC shall vacate all parts of the premises occupied by the FSMC. Premises are to be in the same condition as when made available to the FSMC, except by reason of normal wear and tear, fire and other casualty loss.
- i) In the event that FSMC is not able to perform under this Agreement due to events beyond the reasonable control of the FSMC (e.g. strike, labor or material shortage, fire, food or other casualty or Acts of God), the District may, at its sole option, terminate this Agreement and assume control of the facilities, District owned equipment, expendables, etc., necessary for the continued operation of the District's non-profit, school food service program.
- j) Neither FSMC nor the District shall be responsible for any resulting losses if the fulfillment of this Agreement are delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
- k) Failure of the FSMC to comply with and maintain all local and state sanitation requirements shall constitute a default of the Agreement by the FSMC and, at the sole option of the District, may result in termination of the Agreement.
- l) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- m) All amendments to this Contract shall be reduced to writing, reviewed, and approved by the Board of Education for the District and the State Agency, prior to execution pursuant to 2 CFR § 210.16(a)(10). Additionally, the State Agency must review and obtain awarding agency approval for all proposed contract modification changes when the scope of the contract or the change increases the contract amount by more than the simplified acquisition threshold (Federal \$250,000) pursuant to 2 CFR § 200.324(b)(5).

U. DEBARMENT/SUSPENSION CERTIFICATION

FSMC must sign a Debarment/Suspension Certification. This certification assures District that FSMC has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when FSMC is being investigated or a legal action is being taken to debar FSMC from contracting activities. The certification shall be attached to the signed contract and kept on file at District. A copy of the certification shall also be forwarded to the State Agency with a copy of the signed contract or addendum.

V. INDEPENDENT PRICE DETERMINATION CERTIFICATION

FSMC shall sign a Certificate of Independent Price Determination regarding pricing that conforms in substance to the language in the certificate of Independent Price Determination. The certification shall be attached to the signed contract kept on file at District. A copy of the certification shall also be forwarded to the state with a signed copy of the contract or addendum.

W. LOBBYING

- a) FSMC shall sign a Lobbying Certification regarding lobbying that conforms in substance with language of 7 CFR § 3018. The certification shall be attached to the signed contract and kept on file at District. A copy of the certification shall also be forwarded to the state agency with a copy of the signed contract or addendum.
- b) FSMC shall disclose all lobbying activities regardless of cost or scope in connection with the Program. The disclosure forms shall be attached to the signed contract and kept on file at District.

A copy of the disclosure from shall be forwarded to the state agency with a copy of the signed contract or addendum.

X. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, along with the District's Request for Proposal documentation dated October 21, 2019 ("RFP") and FSMC's Proposal, dated December 5, 2019 ("Proposal"), collectively referred to as the "Contract Documents", represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and the parties hereto certify that there are no understandings, representation or agreements, either oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

In the event of any conflict among the Contract Documents, the following order of precedence shall apply:

1. This Agreement and its Attachments
2. RFP
3. Proposal

Y. NOTICES

All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail (postage prepaid), or by courier or a nationally recognized overnight delivery service (charges prepaid), or by facsimile or email transmission (followed by the mailing of the original document) to the address of the other party as follows:

To District: Director of Schools
Cleveland City Schools
4300 Mouse Creek Rd. NW
Cleveland, TN 37312

To FSMC: Sodexo Operations, LLC
Attention: Stephen Dunmore
CEO, North America, Schools
3020 Woodcreek Drive, Suite B
Downers Grove, Illinois 60515

and: Sodexo Operations, LLC
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

If such notice is sent by mail, telegraph, courier or national recognized overnight delivery service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service or overnight delivery service for delivery to that person or, in the case of telex, when dispatched or, in the case of facsimile transmission, when received.

Any request issued by FSMC to change the FSMC U.S. mailing address for check payments or to change the FSMC bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a FSMC Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, District receives such a request, prior to taking any action District shall verify the validity of such request by contacting the FSMC Accounts Receivable Department directly via one of the methods below.

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408

Website: <https://us.sodexo.com/contact.html>

Z. WAIVER

The failure of FSMC or the District to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants or conditions of this Agreement or the failure to demand prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy, of the requirement of punctual performance, or the right to seek redress for any subsequent breach or default on the part of the other party.

AA. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to this end the provisions of this Agreement are declared to be severable.

BB. GENERAL RULES

FSMC and employees of the Food Service Department shall not bring any alcoholic beverages upon the premises for any purpose and in any manner whatsoever.

No tobacco, vaping products, or drugs or CBD oils in any form shall be sold, served or used by FSMC employees or District Food Service employees on the premises of any District school or controlled property. This prohibition shall specifically include the kitchens, storage rooms, storage facilities, walk in coolers/freezers, eating rooms, loading docks, District motor vehicles, or in any other place wherein the food is stored, prepared, transported, or served.

No food shall be prepared in the school Food Service facility other than food used for the School Food Service Program or special occasions as approved by the Board of Education.

CC. HEADINGS

All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect the way the meaning or interpretation of this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

I certify that this contract was approved by the Board of Education for the Cleveland City Schools on _____, the approval of which is made part of the minutes for the meeting occurring on that date, and that I have the authority to endorse the contract for the District.

Cleveland City Schools ("District")

By: _____
Dr. Russell Dyer
Director of Schools

Date: _____

Sodexo Operations, LLC ("FSMC")

By: _____
Deborah Whitmire
Vice President

Date: _____

9133173

ATTACHMENT A

School Food Service Locations

Cleveland High School
850 Raider Drive, NW
Cleveland, TN 37312
(423) 478-1113
Café: 472-8643

Cleveland Middle School
3656 Georgetown Rd. NW
Cleveland, TN 37312
(423) 479-9641
Café: 472-0941

ATTACHMENT B
GRAIN REQUIREMENTS FOR CHILD NUTRITION PROGRAMS^{1,2}

EXHIBIT A: GRAIN REQUIREMENTS FOR CHILD NUTRITION PROGRAMS^{1, 2}

Color Key: [Footnote 5 – Blue](#), [Footnote 3 or 4 – Red](#)

Group A	Ounce Equivalent (Oz Eq) for Group A	Minimum Serving Size for Group A
- Bread type coating - Bread sticks (hard) - Chow Mein noodles - Savory Crackers (saltines and snack crackers) - Croutons - Pretzels (hard) - Stuffing (dry) Note: weights apply to bread in stuffing.	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz	1 serving = 20 gm or 0.7 oz 3/4 serving = 15 gm or 0.5 oz 1/2 serving = 10 gm or 0.4 oz 1/4 serving = 5 gm or 0.2 oz
Group B	Oz Eq for Group B	Minimum Serving Size for Group B
- Bagels - Batter type coating - Biscuits - Breads - all (for example sliced, French, Italian) - Buns (hamburger and hot dog) - Sweet Crackers⁵ (graham crackers - all shapes, animal crackers) - Egg roll skins - English muffins - Pita bread - Pizza crust - Pretzels (soft) - Rolls - Tortillas - Tortilla chips - Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz	1 serving = 25 gm or 0.9 oz 3/4 serving = 19 gm or 0.7 oz 1/2 serving = 13 gm or 0.5 oz 1/4 serving = 6 gm or 0.2 oz

¹ In NSLP and SBP (grades K-12), all grains served must meet whole grain-rich criteria. For information on flexibilities, please contact your State agency. For all other Child Nutrition Programs, grains are whole grain or enriched or made with enriched or whole-grain meal and/or flour, bran, and/or germ. Under CACFP child and adult meal patterns, and in NSLP/SBP preschool meals, at least one grain serving per day must meet whole grain-rich criteria.

² For NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/bread servings. Beginning Oct. 1, 2019, grain quantities in CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them. ⁵ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SPS.

Group C	Oz Eq for Group C	Minimum Serving Size for Group C
• Cookies³ (plain - includes vanilla wafers) • Cornbread • Corn muffins • Croissants • Pancakes • Pie crust (dessert pies³, cobbler³, fruit turnovers¹, and meat/meat alternate pies) • Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz	1 serving = 31 gm or 1.1 oz 3/4 serving = 23 gm or 0.8 oz 1/2 serving = 16 gm or 0.6 oz 1/4 serving = 8 gm or 0.3 oz
Group D	Oz Eq for Group D	Minimum Serving Size for Group D
• Doughnuts⁴ (cake and yeast raised, unfrosted) • Cereal bars, breakfast bars, granola bars¹ (plain) • Muffins (all, except corn) • Sweet roll¹ (unfrosted) • Toaster pastry¹ (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz	1 serving = 50 gm or 1.8 oz 3/4 serving = 38 gm or 1.3 oz 1/2 serving = 25 gm or 0.9 oz 1/4 serving = 13 gm or 0.5 oz
Group E	Oz Eq for Group E	Minimum Serving Size for Group E
• Cereal bars, breakfast bars, granola bars⁴ (with nuts, dried fruit, and/or chocolate pieces) • Cookies¹ (with nuts, raisins, chocolate pieces and/or fruit purées) • Doughnuts¹ (cake and yeast raised, frosted or glazed) • French toast • Sweet rolls⁴ (frosted) • Toaster pastry⁴ (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz	1 serving = 63 gm or 2.2 oz 3/4 serving = 47 gm or 1.7 oz 1/2 serving = 31 gm or 1.1 oz 1/4 serving = 16 gm or 0.6 oz
Group F	Oz Eq for Group F	Minimum Serving Size for Group F
• Cake³ (plain, unfrosted) • Coffee cake⁴	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz	1 serving = 75 gm or 2.7 oz 3/4 serving = 56 gm or 2 oz 1/2 serving = 38 gm or 1.3 oz 1/4 serving = 19 gm or 0.7 oz

¹ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain component in CACFP or NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

⁴ Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count towards the grain component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count towards the grain component in the CACFP and NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

Group G	Oz Eq for Group G	Minimum Serving Size for Group G
• Brownies⁵ (plain) • Cake⁵ (all varieties, frosted)	1 oz eq – 125 gm or 4.4 oz 3/4 oz eq – 94 gm or 3.3 oz 1/2 oz eq – 63 gm or 2.2 oz 1/4 oz eq – 32 gm or 1.1 oz	1 serving – 115 gm or 4 oz 3/4 serving – 86 gm or 3 oz 1/2 serving – 58 gm or 2 oz 1/4 serving – 29 gm or 1 oz
Group II	Oz Eq for Group II	Minimum Serving Size for Group II
• Cereal Grains (barley, quinoa, etc.) • Breakfast cereals (cooked)^{6,7} • Bulgur or cracked wheat • Macaroni (all shapes) • Noodles (all varieties) • Pasta (all shapes) • Ravioli (noodle only) • Rice •	1 oz eq – 1/2 cup cooked or 1 ounce (28 gm) dry	1 serving – 1/2 cup cooked or 25 gm dry
Group I	Oz Eq for Group I	Minimum Serving Size for Group I
• Ready to eat breakfast cereal (cold, dry)^{6,7}	1 oz eq – 1 cup or 1 ounce for flakes and rounds 1 oz eq – 1.25 cups or 1 ounce for puffed cereal 1 oz eq – 1/4 cup or 1 ounce for granola	1 serving – 3/4 cup or 1 oz, whichever is less

⁵ Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count towards the grain component in CACFP or NSLP/SBP infant and preschool meals beginning October 1, 2017, as specified in §§226.20(a)(4) and 210.10.

⁶ Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

⁷ In the NSLP and SBP, cereals must list a whole grain as the first ingredient and be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For CACFP and SFSP, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

**Cleveland City Schools
Financial Report
April 2020**

Balance on hand April 1, 2020 8,054,499.05

RECEIPTS

City Clerk's Monthly Report	3,130,464.67
Contributions & Gifts #44570	6,674.85
Retiree Ins #44160	(385.04)
Misc. Refund #44170	(99,561.65)
Reimb from City #49100	(78,920.41)
Tuition #43511	(162.10)
Interest Earned	<u>1,116.50</u>

11,013,725.87

DISBURSEMENTS

Instruction	2,127,778.52
Special Education	322,188.34
Vocational Education	145,689.75
Attendance	8,850.25
Health Services	38,871.14
Other Student Support	270,418.31
Regular Instruction Support	141,728.12
Special Education Support	10,989.86
Vocational Education Support	13,116.21
Technology Support	37,136.43
Board of Education	15,468.92
Office of the Superintendent	44,949.92
Office of the Principal	263,774.06
Fiscal Services	28,479.56
Operation of Plant	201,440.52
Maintenance of Plant	14,663.73
Transportation	73,919.03
Food Service	7,204.49
Community Services	0.00
Early Childhood Education	54,548.49
Regular Capital Outlay	(34,270.41)
Education Debt Service	<u>0.00</u>

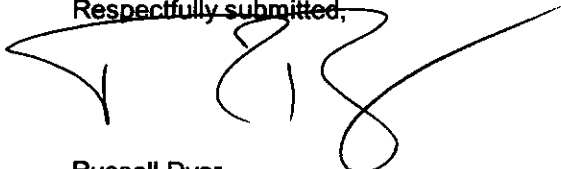
3,786,945.24

Retirement paid	357,236.61
Retirement withheld not paid	(356,766.94)

Balance May 1, 2020 7,226,310.96

11,013,725.87

Respectfully submitted,



Russell Dyer
Director of Schools

Personnel Items – May 2020

Appointments

Barger, David, CHS (Teacher) Effective 7/24/2020
Stone, Kaylee, CMS (Teacher) Effective 7/24/2020
Legge, Amanda, CMS (Teacher) Effective 7/24/2020
Burns, Maggie, CHS (Teacher) Effective 7/24/2020
Moats, Charles, MAINT (Electrician) Effective 7/1/2020
Turner, Presly, CMS (Teacher) Effective 7/24/2020
Droke, John, CMS (Assistant) Effective 7/24/2020

Resignations

Rader, Melisa, CMS (Admin. Asst.) Effective 5/22/2020
Patterson, Brian, CMS (Teacher) Effective 5/22/2020
Rankin, Allison, AR (Asst.) Effective 5/22/2020
Hannah, Maria, YA (Teacher) Effective 5/22/2020
Schilling, Deree, CMS (Teacher) Effective 5/22/2020
Renshaw, Anita, MA (Teacher) Effective 5/22/2020
Roe, Natalie, CMS (Teacher) Effective 5/22/2020
Roberts Browder, TaJuan, CCC (Asst.) Effective 5/22/2020
Amanda Lawson, ST (Interventionist) Effective 5/28/2020

Retirements

Corum, Donna, RO (Paraprofessional) Effective 5/22/2020
Ware, Paula, CHS (Teacher Asst.) Effective 5/22/2020
Loemker, Deborah, ST (Asst.) Effective 5/22/2020
Hutchins, Kelley, CCC (Teacher) Effective 5/22/2020

Transfers

O'Connor, Kerry, AOB (Behavior Support Specialist) to CMS (Teacher) Effective 5/22/2020
Johnson, Jennifer J., CMS (Teaching Asst.) to CMS (Administrative Asst.) Effective 5/22/2020
Dowdy, Alison, AR (P/T ParaPro) to AR (F/T ParaPro) Effective 7/24/2020
Joiner-Hooper, Destinee, ST (PreK Asst) to CMS (Teacher) Effective 7/24/2020
Higdon, Paige, RO (P/T Asst.) to RO (F/T Asst.) Effective 7/24/2020

Leaves of Absence

Medema, Hannah, CMS (Teacher) Maternity Leave, beginning July 24, 2020, returning 12/1/2020

April Highlights 2020

Connecting with Community

Mrs. Giannasio's and Miss Lovin's classes, along with the help of Mrs. Norwood, were able to get a grant from Whirlpool to donate a brand new stove to our classroom!

We have enjoyed making special treats for our class and school friends this year. We look forward to incorporating more fun learning activities that center around one of our favorite things, FOOD!



For the Love of Reading!

Mrs. Glasheen's class received a grant from Scholastic books this year. The students were excited to receive SO many new books!

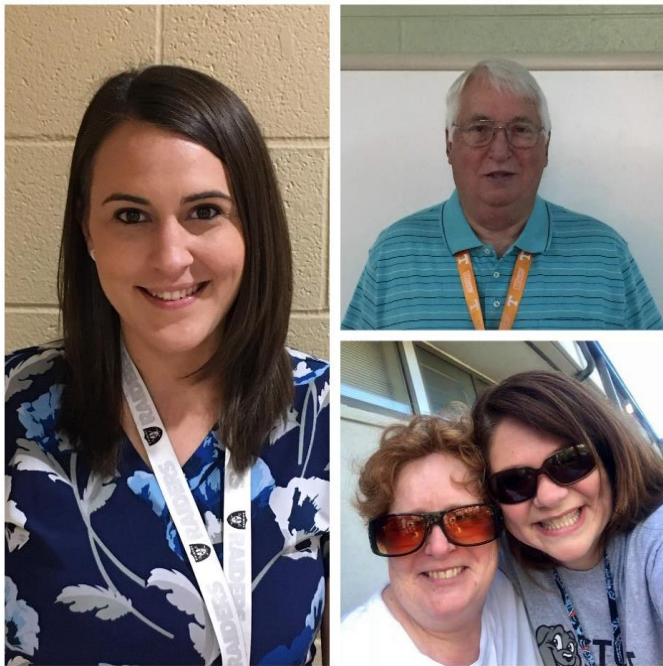
The students helped to choose titles from their appropriate levels and organized them in their classroom's leveled library.

Superstar Assistants!

This month we want to highlight the assistants in the classrooms of Mrs Coulston, Mrs Giannasio, Ms. Glasheen and Miss Lovin.

These amazing people truly care about our students and are such an asset to our classrooms and school. They are quick on their feet, flexible, and always willing to do whatever it takes to make sure the needs of our students are met with a smile. They all go above and beyond each and every day to ensure that our students are cared for and loved.

They are absolute SUPERSTARS and we are blessed to have them as part of the Stuart family!



**Nurse Fawn Shaw, Mr. Gary Davis, and Ms. Jane Wyatt
(pictured left)**

**Mrs. Sheila Fuller and
Mrs. Amy Norwood
(pictured right)**



August

2020

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					1	2
3 BOE Meeting	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

2020

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		1	2	3	4 Independence Day	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June

2020

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
8	9	10	11	12 CHS Graduation	13	14
15 3:00 – BOE Meeting	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					