

Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803

BOARD OF EDUCATION
REGULAR MEETING

5:30 PM, MARCH 20, 2023
JOHN SEVIER ELEMENTARY SCHOOL

- I. CALL TO ORDER** **CHAIRMAN BLACK**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE Olivia Bosco, 1st grade.
- II. UPDATE FROM JOHN SEVIER ELEMENTARY SCHOOL** Josh Oliver, Principal
- III. REPORT ON SCOPE** Mike Driver
- IV. ADOPT AGENDA**
- V. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS**
- VI. CONSENT AGENDA ITEMS**
1. Approve Minutes of February 13, 2023, meeting (Attachment)
 2. Approve change to Board Policy section 6.309 – Zero Tolerance Offenses – 2nd reading (Attachment A1)
 3. Ratify Executive Committee approval of Coulter Grove Intermediate School Liaisons overnight trip to attend Ace of Shakes in Nashville, Tennessee (Attachment A2)
 4. Approve Maryville High School Key Club overnight trip to attend Tennessee District Key Club Convention in Gatlinburg, Tennessee – Funding Source: Key Club Account (Attachment A3)
 5. Ratify Executive Committee approval of Maryville High School Blount County Robotics Team overnight trip to attend Miami Valley Regional Robotics Competition in Cincinnati, Ohio (Attachment A4)
 6. Ratify Executive Committee approval of new playground equipment at Foothills Elementary School – Funding Source: Internal School Funds Foothills Elementary School - \$98,841.15 (Attachment A5)
 7. Approve Maryville High School Ethics Bowl overnight trip to attend National High School Ethics Bowl in Chapel Hill, North Carolina – Funding Source: Students and School Budget (Attachment A6)
 8. Approve ESSER Planning Addenda.
- VII. AGENDA**
1. Consider quote from Dell Technologies for Maryville High School Stem Lab – Funding Source: ISM Grant Funds - \$43,739.54 (Attachment B1)
 2. Consider approval of a proposed Operating Agreement between Maryville City Schools and the Public Building Authority of the City of Maryville for the Maryville High School Expansion Project (Attachment B2)
 3. Consider changes to Board Policy sections 1.106, 1.107, and 1.108 (Attachment B3)

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Regular Meeting, page 2

4. Consider purchase of 1450 Dell laptops for grades 10-12 and Maryville Virtual School – Funding Source: Regular Education Instructional Equipment - \$735,962.00 (Attachment B4)
5. Consider purchase of 2650 laptop sleeves from Brand Advantage – Funding Source: Regular Education Instructional Equipment - \$57,505.00 (Attachment B5)

VIII. REPORTS FROM DIRECTOR OF SCHOOLS

IX. RECOGNITION OF STAFF AND STUDENTS

X. COMMENTS FROM BOARD MEMBERS

XI. ADJOURN

Upcoming meeting dates:

April 17, 2023, 5:30 p.m., Sam Houston Elementary School
May 8, 2023, 5:30 p.m., Coulter Grove Intermediate School

Maryville City Board of Education			
Monitoring: Review: Biennially, in October	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 05/13/19
		Rescinds: 10.4	Issued: 06/11/18

1 In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:

2 **WEAPONS & DANGEROUS INSTRUMENTS**

3 Firearms (State Zero Tolerance Statute)³

4 In accordance with state law, any student who brings to school or is in unauthorized possession
5 of a firearm on school property shall be expelled for a period of not less than one (1) calendar
6 year. The Director of Schools shall have the authority to modify this expulsion requirement on
7 a case-by-case basis.⁴

8 Weapons other than firearms (Local Zero Tolerance Policy)

9 Students shall not possess, handle, transmit, use, or attempt to use any dangerous weapon on
10 school buses, on school property, or while on school sponsored outings.¹

11 Dangerous weapons for the purposes of this policy shall include, but are not limited to,
12 anything manifestly designed, made, or adapted for the purpose of inflicting death or serious
13 bodily injury or anything that in the manner of its use or intended use is capable of causing
14 death or serious bodily injury.²

15 Violators of this section shall be expelled for a period of not less than ninety (90) days. The
16 Director of Schools shall have the authority to modify this expulsion requirement on a case-by-
17 case basis.

18 **DRUGS AND ALCOHOL**

19 Drug Possession (State Zero Tolerance Statute)⁴

20 In accordance with state law, any student who unlawfully possesses any drug, including any
21 controlled substance, controlled substance analogue, or legend drug on school grounds or at a
22 school-sponsored event, shall be expelled for a period of not less than one (1) calendar year.
23 The Director of Schools shall have the authority to modify this expulsion requirement on a
24 case-by-case basis.⁴

25 Local Zero Tolerance Policy

26 Students shall not consume, possess, use, sell, distribute, or be under the influence of alcoholic
27 beverages in school buildings, on school grounds, in school vehicles or buses, or at any school-
28 sponsored activity, function, or event, whether on or off school grounds.

Students shall not be under the influence of illegal drugs in school buildings, on school grounds, in school vehicles or buses, or at any school-sponsored activity, function, or event, whether on or off school grounds. This includes but is not limited to abuse of inhalants and prescription drugs.

Students shall not possess, sell, or distribute drug paraphernalia, including, but not limited to, vape pens/products uses with or associated with evidence of THC and/or CBD products.

Students shall not use or be under the influence of products containing or marketed as containing any level THC and/or CBD. For controlled substance possession (e.g., delta-9 THC), see the State Zero Tolerance section above.

Violators of this section shall be expelled for a minimum of ninety (90) days. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis.

ASSAULT (State Zero Tolerance Statute)

In accordance with state law, any student who commits aggravated assault⁵ or commits assault that results in bodily injury⁶ upon any teacher, principal, administrator, any other employee of the school, or school resource officer shall be expelled for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴

ELECTRONIC THREATS (State Zero Tolerance Statute)

In accordance with state law, any student who transmits by an electronic device any communication containing a credible threat to cause bodily injury or death to another student or school employee and the transmission of such threat creates actual disruptive activity at the school that requires administrative intervention shall be expelled for a period of not less than one (1) calendar year. The Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case basis.⁴

NOTIFICATION

When it is determined that a student has violated this policy, the principal of the school shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.⁷

Legal References

1. TCA 39-17-1309(b)
2. TCA 39-11-106(a)(5)
3. 18 USCA § 921(a)(3); 20 USCA § 7961(b)(3)
4. TCA 49-6-4216(b); TCA 49-6-3401(g)

Cross References

Code of Conduct 6.300
Drug-Free Schools 6.307
Suspension/Expulsion/Remand 6.316

5. TCA 39-13-102
6. TCA 39-13-101(a)(1); Public Acts 2018, Chapter No. 958
7. TCA 49-6-4209; TCA 39-17-1312



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

February 14, 2023
Maryville City School Board
Executive Committee Meeting

Approve Coulter Grove Intermediate School Liaisons overnight trip for Ace of Shakes in Nashville, Tennessee

APPROVED:

Director of Schools *Mike Winstead* Date 02/14/2023

Chairman, Board of Education *Ni BA* Date 02/14/2023

Maryville Board of Education

Nick Black

Candy Morgan

Julie Elder

Isaac Simerly

Bart Stinnett

FIELD TRIP REQUEST FORM

Maryville City Schools



School: CGIS Grade/Course/Team/Organization: Liaisons

Coordinating Teacher(s): Barbara Taylor

Trip Date: March 7-8, '23 Destination: Nashville, TN

Cost per student: 0 Cost per adult: 0

Number of attending students: 4 Number of attending adults: 2

Departure Time: 1:00 pm ^{3/7} Return Time: 6:00 pm ^{3/8} Overnight? yes *requires board approval

Transportation: Walk _____ Cars X Bus _____ SPED Bus _____ Number of Buses _____

Bus Service Provider: _____

Trip Justification: Final rounds of Ace of Shakes - Meeting and engaging with our state elected officials.

Trip Coordinator's Signature: Barbara Taylor Principal's Signature: Ramona Pitt

****Director of Schools Signature**:** Amel Hamza **Date:** 1.6.2023

*School Board Approval, as applicable: N/A Date: 2-14-23

To Be Completed After Approval:

PO# _____
Cafe Manager: _____ Clinic (Meds) _____ Office (Perm. Slip) _____ Website/Calendar _____
(Initials) (Initials) (Initials) (Initials)

CUT & RETURN TOP PORTION TO OFFICE FOR APPROVAL



Request to Release Students for School-Related Events

Teacher: Jennifer Sobota

Course/Team/Organization: Key Club

Event: Kentucky Tennessee District Key Club Convention

Location: Gatlinburg, TN (Park Vista Hotel)

Dates of Trip (Include Departure/Return Time): March 31st (5PM) - April 2 (1 PM)

Departure Date: Friday, March 31st

Departure Time: 5 PM

Return Date: April 2nd

Return Time: 1 PM

Check all that apply:

In-County: ☐

Out-of-County: ☒

*Overnight: ☒

*Out of State: ☐

*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☒ Bus: ☐

Number of Busses: Choose an item.

Cost for each student: \$25

Means of funding trip: Key Club Account (from fundraising/donations)

Educational Purpose: To attend meetings/sessions on leadership and service. To elect new district officers.

Teacher Signature: Jennifer Sobota

Date: February 15, 2023

Request Approved: ☒

Date: _____

Principal's Signature: Heather Little

Date: 2/15/23

Superintendent Signature: Lib Winkley

Date: 2/20/23

*School Board Approved: _____

Date: _____

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Suzanne Click

FEB 15 2023



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

February 21, 2023
Maryville City School Board
Executive Committee Meeting

Approve Maryville High School Robotics Team to attend Miami Valley Regional Robotics Competition in Cincinnati, Ohio.

APPROVED:

Director of Schools *Mike Winstead* Date 02/21/2023

Chairman, Board of Education *Ni Bl* Date 02/21/2023

Maryville Board of Education

Nick Black

Candy Morgan

Julie Elder

Isaac Simerly

Bart Stinnett



Request to Release Students for School-Related Events

Teacher: Joel Smith Course/Team/Organization: BC Robotics Team 4504

Event: Miami Valley Regional Robotics Competition

Location: Xavier University, CINTAS Center, Cincinnati, Ohio 45207

Dates of Trip (Include Departure/Return Time):

Departure Date: 3/15/23 Departure Time: 12:00pm

Return Date: 3/18/23 Return Time: 10:00pm

Check all that apply:

In-County: ☐

Out-of-County: ☐

*Overnight: ☒

*Out of State: ☒

*(Requires Board Approval)

Transportation: Walk: ☐ Parents Provide: ☒ Bus: ☐ Number of Busses:

Cost for each student: \$ 161.00 Means of funding trip: Attendees will pay the fee

Educational Purpose:

The Miami Valley Regional Robotics Competition will be our first competition event for 2023 robotics season.

Students will be competing against regional teams with the robot that they have designed and built

over the course of the last six weeks. Students will engage in a full range of social and STEM skills.

Teacher Signature: [Signature]

Date: 2/21/23

Request Approved: [Signature]

Request Not Approved:

Principal's Signature: [Signature]

Date: 2/21/23

Superintendent Signature: [Signature]

Date: 2/21/23

*School Board Approved: [Signature]

Date: 2/21/23

IMPORTANT REQUIREMENT

Please give classroom teachers a minimum of two weeks' notice of the event.

To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.

Please return to Suzanne Click



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

February 22, 2023
Maryville City School Board
Executive Committee Meeting

Approve purchase of new playground equipment at Foothills Elementary School—
Funding Source: Internal School Funds Foothills Elementary - \$98,841.15

APPROVED:

Director of Schools *Mike Winstead* Date 02/22/2023

Chairman, Board of Education *Ni Bl* Date 02/22/2023

Maryville Board of Education

Nick Black

Candy Morgan

Julie Elder

Isaac Simerly

Bart Stinnett

**Q U O T E**

Date	Quote #
2/20/2023	PWCQ20877-08
Quote valid for 30 days.	

Bill To:
Foothills Elementary Karen Schito 520 Sandy Springs Rd, Maryville, TN 37803 P: (865) 681-0364 F: karen.schito@maryville-schools.org

Site/End User:
Foothills Elementary Karen Schito 520 Sandy Springs Rd, Maryville, TN 37803 P: (865) 681-0364 F: karen.schito@maryville-schools.org

Ship To:
Foothills Elementary Karen Schito 520 Sandy Springs Rd, Maryville, TN 37803 P: (865) 681-0364 F: karen.schito@maryville-schools.org

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Beth Ramer	Beth Ramer

Qty	Item #	Description	Unit Price	Ext. Price
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NJPA CONTRACT # #010521 Customer
NJPA Member ID# 11524

Design Number 23-057BR

1	ZZX0881S	TRUCK SM	\$4,457.00	\$4,457.00
3	ZZX0933	5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	\$1,839.00	\$5,517.00
1	ZZX0342	BALANCE TRAX MOUNTAIN	\$2,289.00	\$2,289.00
1	ZZX0343	BALANCE TRAX DUNES	\$1,925.00	\$1,925.00
1	ZZX0931	5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	\$2,802.00	\$2,802.00
1	ZZUN5049S	DRUM KIT (20in HEIGHT) (SM)#	\$1,915.00	\$1,915.00
8	ZZX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$155.00	\$1,240.00
4	ZZX0341	BALANCE TRAX POND	\$475.00	\$1,900.00
3	ZZCH0149	STEP AROUND	\$345.00	\$1,035.00
1	ZZCH5716	270 DEGREE HORIZONTAL LOOPLADDER	\$4,535.00	\$4,535.00

Qty	Item #	Description	Unit Price	Ext. Price
3	ZZCH0028	3.5in OD x 136in STEELPOST W/ RIVETED CAP	\$400.00	\$1,200.00
1	Q-039959	Single Post Pyramid Cantilever QRE 127 Length 16 ft 0 in x Width 16 ft 0 in by 8 ft 0 in	\$5,778.00	\$5,778.00
SubTotal				\$34,593.00

1	APS-ADAHalfRamp	ADA Half Ramp System for use with 8" or 12" borders	\$481.25	\$481.25
75	APS-Border12	12" Playground Border with Spike	\$32.06	\$2,404.50
SubTotal				\$2,885.75

22-522BR

1	Q-039959	Single Post Pyramid Cantilever QRE 127 Length 16 ft 0 in x Width 16 ft 0 in by 8 ft 0 in	\$5,778.00	\$5,778.00
14	ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$155.00	\$2,170.00
2	ZZXX0931	5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	\$2,802.00	\$5,604.00
5	ZZXX0933	5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	\$1,839.00	\$9,195.00
2	APS-Swing/Slide Mat	40" x 40" x 1 1/2" Swing/Slide Wear Mat	\$112.50	\$225.00
4	ZZUN7140	STATIONARY BUTTONS (12in)	\$525.00	\$2,100.00
SubTotal				\$25,072.00

1	APS-ADAHalfRamp	ADA Half Ramp System for use with 8" or 12" borders	\$481.25	\$481.25
166	APS-Border12	12" Playground Border with Spike	\$32.06	\$5,321.96

1	Install-EQ	Installation of Equipment/removal of old equipment /Installation of border timbers/Installation of ADA Ramps/Shade Installation/Removal of borders to make room for swings	\$32,500.00	\$32,500.00
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Qty	Item #	Description	Unit Price	Ext. Price
<p>**Unless noted, pricing is based on a flat, level, accessible area.</p> <p>**Does not include safety surfacing for existing EWF Areas</p> <p>**Equipment must be installed according to manufacturer's specifications.</p>				
1	QWDISCPW	Discount on Playworld products	-\$7,292.10	-\$7,292.10

SubTotal	\$93,561.86
Tax Rate	0.00 %
Sales Tax	\$0.00
Shipping	\$5,279.29

Total	\$98,841.15
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*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

**Request to Release Students for School-Related Events**Teacher: Jill Pope Course/Team/Organization: Ethics BowlEvent: National High School Ethics BowlLocation: Chapel Hill, UNC, North Carolina

Dates of Trip (Include Departure/Return Time):

Departure Date: 3/31/2023 Departure Time: 9:00 a.m.Return Date: 4/2/2023 Return Time: between 10:00 am and late afternoon depending on competition

Check all that apply:

In-County: ☐Out-of-County: ☐*Overnight: ☒
*(Requires Board Approval)*Out of State: ☒School vch/rentalTransportation: Walk: ☐ Parents Provide: ☐ Bus: ☐Number of Busses: Cost for each student: \$ 150 Means of funding trip: Students / school budget

Educational Purpose:

To compete in the National High School Ethics BowlTeacher Signature: Jill PopeDate: 2/22/2023Request Approved: ✓Request Not Approved: Principal's Signature: Heather MitchellDate: 2/22/23Superintendent Signature: Rob WunshDate: 2/23/23*School Board Approved: Date: **IMPORTANT REQUIREMENT**

Please give classroom teachers a minimum of two weeks' notice of the event.

To help Administration, teachers, and the Attendance Office, please return list of students alphabetically and indicate their grade level.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000146053303.1	Sales Rep	Taylor Eden
Total	\$43,739.54	Phone	(800) 456-3355, 6179102
Customer #	76786601	Email	Taylor_Eden@Dell.com
Quoted On	Mar. 01, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 31, 2023		MARYVILLE CITY SCHOOLS
Contract Name	Dell NASPO Computer		833 LAWRENCE AVE
	Equipment PA - California		MARYVILLE, TN 37803-4857
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108 / 7157034003		
Deal ID	25090463		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Taylor Eden

Shipping Group

Shipping To	Shipping Method
ANDY LOMBARDO MARYVILLE CITY SCHOOLS 517 CHARLES ST MARYVILLE CITY SCHOOL DISTRICT MARYVILLE, TN 37804 (865) 403-2990	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Precision 3260 Compact	\$1,379.39	26	\$35,864.14
Dell 22 Monitor - P2222H, 54.6cm (21.5")	\$151.45	52	\$7,875.40

Subtotal:	\$43,739.54
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$43,739.54
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$43,739.54

Shipping Group Details

Shipping To

ANDY LOMBARDO
MARYVILLE CITY SCHOOLS
517 CHARLES ST
MARYVILLE CITY SCHOOL
DISTRICT
MARYVILLE, TN 37804
(865) 403-2990

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
Precision 3260 Compact	26	\$35,864.14

Estimated delivery if purchased today:

Mar. 27, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3260 CFF CTO BASE	210-BCTV	-	26	-
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	26	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	26	-
No Microsoft Office License Included	658-BCSB	-	26	-
3260 Chassis v2	321-BIBK	-	26	-
16GB (1x16GB) DDR5 4800MHz, SO-DIMM, Non-ECC	370-AGXN	-	26	-
Heatsink for 80W (DGPU) Config	412-AAZS	-	26	-
Nvidia T1000 8GB, 8GB, 4 mDP to DP adapter (Precision 3460, 3260)	490-BHXW	-	26	-
C2 SSD Boot	449-BBYU	-	26	-
No SATA RAID	780-BBCJ	-	26	-
1TB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQO	-	26	-
No Hard Drive	400-AKZR	-	26	-
No Hard Drive	400-AKZR	-	26	-
No Wireless LAN Card (no WiFi enablement)	555-BHHM	-	26	-
Intel Management Engine with vPro	631-ADGW	-	26	-
Dell KB216 Wired Keyboard English	580-ADJC	-	26	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	26	-
ENERGY STAR Qualified	387-BBLW	-	26	-
Dell Precision TPM	340-ACBY	-	26	-
US Power Cord	450-AHED	-	26	-
Quick Setup Guide, Precision 3260	340-CYMV	-	26	-
Dell Precision Shipping Material Americas	340-CYMW	-	26	-
Regulatory Label 240W PSU 3260 CFF	389-ECWU	-	26	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	26	-
Internal Speaker	520-AAVE	-	26	-
Additional Software Win 11	658-BFNG	-	26	-
Intel Rapid Storage Technology Driver, Precision 3260	409-BCWN	-	26	-

Custom Configuration	817-BBBB	-	26	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	26	-
Integrated Intel SATA Controller	403-BBCE	-	26	-
No Cover Selected	325-BCZQ	-	26	-
240W A/C Adapter	492-BDGJ	-	26	-
Riser card	330-BBYU	-	26	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	26	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	26	-
ProSupport: 7x24 Technical Support, 3 Years	997-2836	-	26	-
ProSupport: Next Business Day Onsite, 3 Years	997-6782	-	26	-

			Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")		\$151.45	52	\$7,875.40

Estimated delivery if purchased today:

Mar. 07, 2023

Contract # C000000181156

Customer Agreement # MNWNC-108 / 7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 22 Monitor - P2222H, 54.6cm (21.5")	210-BBBW	-	52	-
Dell Limited Hardware Warranty	814-9381	-	52	-
Advanced Exchange Service, 3 Years	814-9382	-	52	-

Subtotal:	\$43,739.54
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total: \$43,739.54

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into by and between the CITY OF MARYVILLE BOARD OF EDUCATION ("City Schools") and the PUBLIC BUILDING AUTHORITY OF THE CITY OF MARYVILLE, TENNESSEE (the "Authority") on this the ____ day of March, 2023.

WITNESSETH:

THAT WHEREAS, the City Schools have determined that it is in the public interest that Maryville Highs School be expanded and renovated in two phases, Phase I and Phase II (the "Project"), and

WHEREAS, the Project as constructed will better accommodate the needs of the school system and its faculty, administration, and students of Maryville High School, and

WHEREAS, it is possible that Phase II of the Project will be postponed, modified or cancelled depending on funding and other considerations at the time; and

WHEREAS, the City Schools have requested that the Authority construct the Project for the City Schools, and

WHEREAS, pursuant to the Public Building Authorities Act of 1971, as amended, the Authority and the City Schools are authorized to enter into an Operating Agreement respecting construction of improvements for the City Schools, and

WHEREAS, the parties hereto desire to set forth in written form their understandings concerning their respective obligations relating to the Project.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions contained herein, and other good and valuable considerations, the parties agree as

follows:

1. The above recitals are true and correct.
2. The Authority shall construct or cause to be constructed the Project in accordance with the following provisions:
 - (a) The Project shall be constructed in accordance with architectural and engineering plans and specifications (the "Plans") for the Project to be provided by the City Schools to the Authority.
 - (b) The Authority in conjunction with the City Schools shall contract for the construction of the Project in such manner as the Authority deems to be in the interests of the citizens of the City and pursuant to the provisions of state law.
 - (c) The Authority shall provide the City Schools periodic updates relating to the construction of the Project at such times as the City Schools may request.
 - (d) The Authority will not make any material changes to the Plans without prior consent of the City Schools. For the purposes of this sub-section, a change is material if the change would modify the size of Project or would cause the cost of the Project to exceed the budget described herein.
 - (e) The City Schools will set a budget for the Project, based in part on anticipated financial assistance by the City of Maryville. The Authority will not amend or modify the budget without the prior consent of the City Schools provided that the Authority may make changes within any category of the budget provided that the total budget amount is not increased. The Authority will not enter into any contract that would cause the Authority to exceed the total amount budgeted for the Project

without the consent of the City Schools.

- (f) Upon completion of the Project, the Authority shall procure if required a Certificate of Occupancy related to the Project and provide evidence satisfactory to the City Schools that all obligations with respect to the Project have been paid.
 - (g) Prior to payment of an invoice on the Project, the invoice shall be approved by a representative of the Authority and of the City Schools.
2. The City Schools shall have the following obligations to the Authority in connection with the Project:
- (a) The City Schools will reimburse the Authority for all expenses incurred by the Authority in performing its obligations hereunder and in operating the Authority as relates to this Project, including all costs incurred in connection with construction of the Project. The City Schools will reimburse the Authority for such expenses in a manner that will allow the Authority to pay its obligations in a timely manner without defaulting with respect thereto.
 - (b) The City Schools will make available to the Authority the support of the City Schools' staff to assist in the performance of the Authority's obligations hereunder.

3. For the purposes of this Agreement, the Authority may rely on the consent of the Director of Schools for the purposes of obtaining the consent of the City Schools.
4. Neither party to this Agreement shall assign or transfer its rights or duties to any third party without the express written consent of the other party. No transfer or assignment of any interest to this Agreement shall relieve the transferring party of the duties and obligations under this Agreement.
5. In the event any of the provisions of this Agreement or the application thereof to any circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent provided by law.
6. No waiver of any breach of any covenant, condition or provision herein shall be construed to be a subsequent waiver of that covenant, condition or provision or of any subsequent breach thereof or of this Agreement.
7. This Agreement shall be interpreted pursuant to the laws of the State of Tennessee.
8. This Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and supersedes any prior agreements and understandings between them with respect to the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto related to the subject matter of this Agreement which are not expressed herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers on the day and year first above written.

CITY OF MARYVILLE BOARD OF
EDUCATION:

BY: _____

ITS: _____

PUBLIC BUILDING AUTHORITY OF THE CITY
OF MARYVILLE, TENNESSEE:

BY: _____

ITS: _____

ATTEST:

SECRETARY

Maryville City Board of Education			
Monitoring: Review: Biennially in August	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 04/17/23
		Rescinds: 1.106	Issued: 10/15/18

1 *General*¹

2 Board members and school district employees may not accept, directly or indirectly, any gift, money,
3 gratuity, consideration, or favor that a reasonable person would understand was intended to influence
4 the vote, official action, or judgment of the board member or employee in executing decisions
5 affecting the school district. It is also prohibited for a board member's or an employee's spouse or
6 child living in the same household to accept such items.

7 It shall not be considered a violation of this policy for a board member or employee to receive
8 entertainment, food, refreshments, meals, health screenings, amenities, food, or beverages that are
9 provided in connection with a conference sponsored by an established or recognized statewide
10 association of school board officials or by an umbrella or affiliate organization of such statewide
11 association of school board officials.

12 **ETHICS COMPLAINTS**

13 The Board may create a School District Ethics Committee (Ethics Committee), consisting of three (3)
14 members who will be appointed to one-year terms by the Board Chair with confirmation by the Board.
15 At least two (2) members of the committee shall be members of the Board. The Ethics Committee shall
16 convene as soon as practicable after its appointment and elect a Chair and a Secretary. The records of
17 the Ethics Committee shall be maintained by the Secretary and shall be filed in the Director of
18 Schools' office, where they shall be open to public inspection.

19 Questions and complaints regarding violations of this Code of Ethics shall be directed to the Chair of
20 the Ethics Committee. Complaints shall be in writing, signed by the person making the complaint, and
21 include details as to the facts surrounding the complaint.

22 The Ethics Committee may investigate an ethical complaint received against a board member or
23 employee and make recommendations to cease any activity that, in the Ethics Committee's judgment,
24 constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a
25 complaint, the member shall recuse himself/herself from all proceedings involving the complaint.

26 The Ethics Committee may:

- 27 1. Refer the matter to the board attorney;
- 28
- 29 2. In the case of a board member, refer the matter to the Board of Education for possible public
- 30 censure, if warranted;
- 31

- 1 3. In the case of an employee, refer the matter to the Director of Schools/designee for possible
- 2 disciplinary action, if warranted; or
- 3
- 4 4. In a case involving possible violation of state statutes, refer the matter to the district attorney
- 5 for possible ouster or criminal prosecution.

Legal References

1. TCA 8-17-103

Cross References

Board Member Conflict of Interest 1.107
Duties of Board Members 1.202

Maryville City Board of Education			
Monitoring: Review: Biennially in August	Descriptor Term: Board Member Conflict of Interest	Descriptor Code: 1.107	Issued Date: 04/17/23
		Rescinds:	Issued:

1 *General*

2 State law provides specific instances when direct or indirect conflicts of interest may affect a board
3 member's ability to vote on certain matters.

4 Direct conflicts of interest may arise if the school district contracts with a board member or with a
5 business in which the board member is a sole proprietor, partner, or person having a controlling
6 interest.¹

7 Indirect conflicts of interest may arise if a board member votes on a matter involving a situation that a
8 reasonable person would infer affects his/her personal finances indirectly. If a board member has a
9 direct interest but is the sole supplier of goods or services in the city or county, he/she would be
10 considered indirectly interested in such a matter.²

11 **DIRECT CONFLICT OF INTEREST¹**

12 A board member shall not be directly interested in any contract in which the Board may be interested.

13 If there is a pre-existing contract that predates the board member's election to the Board, the board
14 member shall refrain from voting or discussing any matter related to that contract since he/she has a
15 direct interest. Upon expiration, the contract shall not be renewed by the Board.³

16 This shall not prohibit any board member from voting on the school budget or any budget amendments
17 unless the vote is on a specific budget amendment in which the board member is directly interested.⁴

18 **INDIRECT CONFLICT OF INTEREST²**

19 A board member shall not be indirectly interested in any contract where the Board may be interested
20 unless the board member publicly acknowledges such interest. The disclosure of this interest shall be
21 made at the board meeting in which the Board is taking action on the contract. A board member with
22 an indirect interest is not required to refrain from voting on the contract.

23 **PENALTY FOR UNLAWFUL INTEREST⁵**

24 If a board member is found to have an indirect interest and fails to disclose such interest, or becomes
25 directly interested in any contract, he/she shall forfeit all compensation. He/she shall also be dismissed
26 from the Board and be ineligible to serve in the same or similar position for ten (10) years.

Legal References

1. TCA 12-4-101(a); Op. Tenn. Att’y Gen. No. 10-46
2. TCA 12-4-101(b)
3. Op. Tenn. Att’y Gen. No. 99-209
4. TCA 12-4-101(a)(1)
5. TCA 12-4-102

Cross References

Code of Ethics 1.106
Duties of Board Members 1.202

Maryville City Board of Education

Monitoring: Review: Biennially in August	Descriptor Term: Nepotism	Descriptor Code: 1.108 Rescinds: 1.108	Issued Date: 04/17/23 Issued: 10/15/18
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- 1 It is the preference of the Board that no family member of the Board be employed in Maryville City
2 Schools.¹ The Board is sensitive to the potential perception that a conflict of interest could occur by
3 hiring family members. However, the Board also recognizes the need to hire the best candidate for each
4 position. Therefore, the Director of Schools may recommend a family member of the Board for
5 employment, as an exception, providing the circumstances exist, which makes it in the best interest of
6 the educational program. In addition, the Board must approve the Director's recommendation.
- 7 No family member of the Director of Schools shall be employed in Maryville City Schools.¹
- 8 Whenever a person is considered by the Director of Schools for initial employment in the system and
9 that person is related to an administrator in the system or any appointed or elected Maryville City official,
10 the relationship shall be made known to the Board prior to the employment of such person.
- 11 For purposes of this policy, the terms "related to" and "relative" include the following relationships:
12 spouse, parent, parent-in-law, child, stepchild, son-in-law, daughter-in-law, grandparent, grandchild,
13 brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household.²
- 14 This shall not apply to any person within such relationship or relationships who has been regularly
15 employed by the Board prior to the inception of the relationship or a Board member's election. However,
16 if such a relationship is created after the employee begins working for Maryville City Schools, the
17 employee(s) must immediately disclose the existence of the relationship to the Director of Schools so
18 remedial action may be taken. ~~This policy also does~~ *Lines 1-10 of this policy do* not apply to substitute
19 teachers, temporary employees, and part-time non-certified employees.
- 20 If a member of the Board has a relative who is an employee in the system, prior to voting on any matter
21 of business that may have an effect upon the employment of the relative, the member shall declare such
22 relationship. In making such a declaration, the member shall certify that his/her vote on the pending
23 matter will be in the best interest of the school system.
- 24 No person shall supervise or be supervised by an employee if he/she is related to the employee.

Legal References

1. OP Tenn. Atty. Gen. 95-080 (August 4, 1995)
2. TCA 49-2-202(a)(3)(ii)

Cross References

Supervision 5.108
Assignment/Transfer 5.115



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000147521523.1	Sales Rep	Taylor Eden
Total	\$735,962.00	Phone	(800) 456-3355, 6179102
Customer #	76786601	Email	Taylor_Eden@Dell.com
Quoted On	Mar. 14, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 13, 2023		MARYVILLE CITY SCHOOLS
Contract Name	Dell NASPO Computer		833 LAWRENCE AVE
	Equipment PA - TN		MARYVILLE, TN 37803-4857
Contract Code	C000000013087		
Customer Agreement #	49580 / MNWNC-108		
Deal ID	25090463		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Taylor Eden

Shipping Group

Shipping To	Shipping Method
HUNTER WILLIAMS MARYVILLE CITY SCHOOLS 825 LAWRENCE AVE MARYVILLE, TN 37803-4857 (865) 403-2990	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 3140	\$507.56	1450	\$735,962.00
Subtotal:			\$735,962.00
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$735,962.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$735,962.00

Shipping Group Details

Shipping To

HUNTER WILLIAMS
MARYVILLE CITY SCHOOLS
825 LAWRENCE AVE
MARYVILLE, TN 37803-4857
(865) 403-2990

Shipping Method

Standard Delivery Free Cost

			Quantity	Subtotal
Dell Latitude 3140		\$507.56	1450	\$735,962.00
Estimated delivery if purchased today: Apr. 05, 2023 Contract # C000000013087 Customer Agreement # 49580 / MNWNC-108				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3140 BTX	210-BFRX	-	1450	-
Intel(R) Processor N100	379-BEZL	-	1450	-
Windows 11 Pro, Natl Aca ENTRY. K12 EDU only. English, French, Spanish	619-AQKC	-	1450	-
No Microsoft Office License Included	658-BCSB	-	1450	-
Intel UHD Graphics for Intel Processor N100 with 4GB Memory and TPM	338-CGUT	-	1450	-
Non-vPro	631-ADOU	-	1450	-
4GB 4800MHz LPDDR5x	370-AHKI	-	1450	-
128 GB, M.2, PCIe NVMe, SSD, Class 35	400-BPKF	-	1450	-
11.6" HD (1366x768), Touch, Single Mic, WLAN capable, 2-in-1	391-BHBH	-	1450	-
HD Camera, No Temporal Noise Reduction, No Camera Shutter, Single Mic	319-BBJO	-	1450	-
1 US non-backlit keyboard	583-BHFW	-	1450	-
Intel AX201 Wireless Driver	555-BIFB	-	1450	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BIEY	-	1450	-
3 Cell 41 Whr ExpressCharge™ Capable Battery	451-BCTZ	-	1450	-
65 Watt AC Adaptor	492-BBDD	-	1450	-
Palmrest without World Facing Camera for 3 Cell Battery, Laptop or 2-in-1	346-BILR	-	1450	-
E4 Power Cord 1M for US	537-BBBL	-	1450	-
Quick Reference Guide 2-in-1	340-DCTP	-	1450	-
ENERGY STAR Qualified	387-BBLW	-	1450	-
Fixed Hardware Configuration	998-FWXM	-	1450	-
Dell Additional Software	658-BFRC	-	1450	-
Mix Model Ship, Type C, 65W, 2- in-1	340-DDBN	-	1450	-
Intel Process N100/N200 CPU Label	389-EFSH	-	1450	-
Windows AutoPilot	634-BRWG	-	1450	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1450	-
Latitude 3140 Bottom Door for 3 Cell Battery with Type-C, Laptop or 2-in-1	321-BIBS	-	1450	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1450	-

Dell Limited Hardware Warranty	997-6727	-	1450	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-6747	-	1450	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-6756	-	1450	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	1450	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-6765	-	1450	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-6774	-	1450	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1450	-
No Accidental Damage Selected	981-4619	-	1450	-
Windows 11 Pro, Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval req'd. English, French, Spanish	619-APZK	-	1450	-

Subtotal:	\$735,962.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$735,962.00

BrandAdvantage



**Custom Chromebook case by BrandAdvantage
for Maryville City Schools**

**Customized 11" drop-in (vertical) Chromebook case with:
Handles, Removable Strap & Zippered Accessory Pocket**

- Pricing includes ID pouch on back.
- Pricing includes school logo embroidered on case.
- Updated Proof sample case to be provided.
- Shipping/delivery to zip 37803 is included.
- No additional charges.

2,650 cases – \$21.70 per – \$57,505

Payment is Net 30, billed upon delivery.

Order needed by March 22 for delivery by September 1.

Warranty:

All cases are guaranteed for defects for first year of use. An extra # of cases, 2% of order, will be provided at no charge to cover first 2% of order for any possible defects.