

**Board of Education Regular Meeting**

April 29, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Jackson Francis, a fourth grade student at Reeves Rogers Elementary and Maddux Perkins, a kindergarten student at Overall Creek Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item We will honor our backpack volunteers during our Volunteer Appreciation Luncheon on Wednesday, April 30 at noon. We appreciate all that our volunteers do for our schools.  Thank you to the Girl Scouts for continuing to bring backpack for supplies for students. Their support made a huge impact in April.  The MCS Math Madness Contest for 4th and 5th grades will be held on May 13 at Patterson Park Community Center.  We will honor our 2024-25 retirees on May 22 at noon at the Central Office.  Join our schools and student athletes for Special Olympics on May 5 at MTSU.  Teacher Appreciation Week is May 5-9.  Congratulations to our MCS spellers that competed in the Read to Succeed Spelling Bee last Friday night: Alex Smallen - Black Fox Elementary Nathan Blanchette - Bradley Academy Brianna Cole - Cason Lane Academy Evelyn Stricklin - Discovery School Joseph Davenport - Hobgood Elementary Summer Penny - John Pittard Elementary Ke'Liyjha Chesterfield - Mitchell-Neilson School  Finally, it's registration time. If you have a child going into kindergarten, we need to hear from you. We also need parents to complete their intent to return verification for the upcoming school year by May 5 if they have not already done so.	Mrs. Lisa Trail
A. The Best of MCS-Rebecca Haigh Procedural Item	Dr. Trey Duke
B. Spotlight on Education-MCS Art Program Procedural Item	Dr. Trey Duke
C. Presentation of the Superintendent of the Year Award	TOSS Exec Dir Dr. Gary Lilly

Procedural Item	
D. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 4-15-25 Board Meeting/Budget Discussion Minutes Consent Item	
B. Approval of Contract-Studies Weekly-Social Studies Consent Item	
C. Approval of Contract-Quaver Music Consent Item	
D. Approval of Contract-Beacon Technologies Consent Item	
E. Approval of Contract-Entuity Software Consent Item	
F. Approval of Contract-Kiddom-Phonics Consent Item	
G. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 3.600, Insurance Management on Second Reading Consent Item	
H. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of the 2025-2026 General Purpose Fund Budget Action Item	Dr. Trey Duke
B. Approval of the 2025-2026 Federal Programs Budget Action Item	Dr. Trey Duke
C. Approval of the 2025-2026 School Nutrition Budget Action Item	Dr. Trey Duke
D. Approval of the 2025-2026 Extended School Program Budget Action Item	Dr. Trey Duke
E. Approval of the 2025-2026 Debt Service Budget Action Item	Dr. Trey Duke
F. Approval of Contract-Zaner Bloser Action Item	Dr. Trey Duke
G. Approval of Contract-Imagine Learning Action Item	Dr. Trey Duke
H. Approval of Contract-Zearn Action Item	Dr. Trey Duke
I. Approval of Contract-Studies Weekly Science Action Item	Dr. Trey Duke
J. Approval of Contract-Kiddom OpenSciEd Action Item	Dr. Trey Duke
K. Approval of Contract-Open Up Resources Action Item	Dr. Trey Duke
L. Approval of Contract-Age of Learning Action Item	Dr. Trey Duke
M. Approval of Contract-Staples Renewal Action Item	Dr. Trey Duke
N. Approval of MOU-MPD Addendum	Dr. Trey Duke

Action Item	
O. Revenue and Expenditure Report Action Item	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Personnel Report Information Item	Dr. Trey Duke
B. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

## MINUTES

### Board of Education Regular Meeting/Budget Work Session

April 15, 2025 4:00 PM

MCS Administrative Offices

<b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles (arrived at 6:11 p.m.).  In attendance: Dr. Trey Duke, Daniel Owens, Sheri Arnette, Angela Fairchild, Lisa Trail, Maria Johnson, Don Bartch, Ken Rocha, Chris George, Dr. Maryam Hill, Beth Prater, April Zavis, Andy Taylor, Kim Fischer, and Jaci Saunders,  Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Board Member Barbara Long.	
B. Moment of Silence Procedural Item	
<b>II. APPROVAL OF AGENDA</b> Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
<b>III. PUBLIC COMMENT</b> Procedural Item	Chair Butch Campbell
<b>IV. CONSENT ITEMS</b> Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 4-8-25 Board Meeting/Budget Discussion Minutes Consent Item	
B. Approval of Surplus Property Disposal Consent Item	
<b>V. ACTION ITEMS</b> Action Item	Chair Butch Campbell
A. Approval of Board Policy 3.600, Insurance Management on First Reading Action Item Motion to approve Board Policy 3.600, Insurance Management on first reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Ms. Lauren Bush
B. Approval of Contract-CBI Furniture-Reeves Rogers Furniture Action Item Motion to approve Contract-CBI Furniture-Reeves Rogers Furniture. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
<b>VI. REPORTS AND INFORMATION</b> Information Item	Chair Butch Campbell

Minutes  
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April 15, 2025  
Recorded by L. VanCleave

<p>A. FY26 Federal Budget for Review Information Item</p> <p>Before the Federal budget review began, Mr. Jimmy Richardson thanked Ms. Amanda Moore for her leadership and comments that she made on the Immigration Resolution. He said that he appreciates her stand on the matter as well as her hard work.</p> <p>Dr. Duke presented the Federal Funds PowerPoint to the Board. He explained that there are still a lot of unknowns with our federal budget. He said that he is expecting that the main sources of federal funds will continue at the level funding even if funds are shifted to the states.</p> <p>He said that funds should stay consistent for next year. He also explained that federal funds are tied to regulations.</p> <p>He told the Board that Dr. Hill has received our preliminary allocations for next year.</p> <p>Dr. Duke shared with the Board a chart showing what federal funds cover in our budget.</p> <p>There was discussion regarding how Title funds are distributed to each school. Dr. Hill explained that we send principals the preliminary allocation, and the principal decides where the money could be best used at their schools.</p> <p>Dr. Duke explained that we won't receive our final allocation until the federal government passes their budget. Dr. Maryam Hill said that she does have money that has been carried over in case there are unexpected cuts.</p> <p>Dr. Duke explained the 21st Century grant that we receive in the amount of \$571, 557. He said that this is the 2nd year of the 3-year cycle. He added that this grant pays for all of the tutoring services and transportation for ESP students.</p> <p>Dr. Duke also discussed ESSER Liquidation with the Board. He explained that we have received over 20 million dollars over a period of four years. The deadline to obligate these funds was September 30, 2024, and the deadline to pay out was December 15, 2024. The federal government granted an extension. We had two big projects (HVAC at Hobgood and Reeves Rogers). The completion of these projects was done by the deadline, but we had minor adjustments that needed to be made before paying the final bill. That money was set aside until the project was totally finished. With the extension given by the federal government, we continued with minor adjustments. Recently we received information from the government that all ESSER reimbursements would be cancelled. We have \$223,000 in finished projects that will have to be paid out of our current budget. We are now in the process of submitting an approval to have these funds reimbursed but Dr. Duke explained that we have no timeline as to when we will receive information on this.</p>	<p>Dr. Trey Duke</p>
<p>B. FY26 General Purpose Budget for Review Information Item</p> <p>Dr. Duke reviewed the proposed 2025-2026 General Purpose budget with modifications from discussions at the April 8th Board Budget meeting. He explained that he presented the budget at a recent City Council meeting. He thanked Mr. Shackett for his support of Murfreesboro City Schools. Dr. Duke reviewed the PowerPoint of the changes to the General Purpose budget.</p>	<p>Dr. Trey Duke</p>

Amanda Moore thanked Dr. Duke and his team for being forward looking in years past knowing that ESSER funds would end. Dr. Duke credited the State Department for warning that districts would have to have a plan so that they didn't hit a cliff when funds were depleted.

Dr. Duke covered our expenditures and changes from last week's meeting explaining that we can make this budget work this year, but it will be nearly impossible for years to come.

There were discussions regarding modifications to the BEST program as well as MDA and attendance secretaries pay changes, science benchmark assessments, revised bus driver bonus structure, and variable changes in the salary schedule. The Board was happy with the adjustments.

Dr. Duke also reviewed the impact the proposed budget would have on fund balance.

Chairman Campbell asked if Dr. Duke had information regarding a meeting with the county commissioners that represent the Murfreesboro community as was discussed at the April 8th meeting. Dr. Duke said that we have two possible meeting dates, May 7th at 6:00 or May 12th at 4:30. He said that the mayor has requested some information, and Mr. Owens is working on getting that. Dr. Duke said that the next steps will be that we reach out to the County Commissioners as well as the city council regarding this requested meeting. Mr. Shacklett felt that the State Delegation needs to be invited to the meeting as well.

April Zavisla reviewed past purchases of technology devices over the past few years. She explained that we have been replacing devices on a regular basis but mostly using ESSER funds to do so and this year we don't have those supplemental funds. She said that in 2019-2020 the City of Murfreesboro made a very large purchase on our behalf of Chromebooks and teacher devices. She said that from that point going forward, we began using ESSER dollars and got Chromebooks to a one-to-one ratio. We made multiple purchases in 2020-2021 as well as 2021-2022. We are now on the first rotation of replacing these devices and we have maintained purchases for growth and repairs. There was discussion regarding leases in the future. She informed the Board that leases last four years for a teacher device and three years for student Chromebooks.

Dr. Duke said that there will be one change to this budget at the April 29th meeting and that will be the \$2000 teacher bonus that follows the new legislation. He said that the State wants us to budget for it now, since it applies to this year's teachers. They won't receive the funds until after July.

In closing, Dr. Duke explained that he had covered the big picture items of the budget but would be happy to go line by line to explain the changes; however, that information was included in their budget notebooks.

Karen Dodd asked the Board if there were other areas of revenue that we could investigate. Dr. Duke explained that our revenue sources are consistent with other systems. He said that it would take legislative action to get more revenue on a scale like that. He added that Andy Taylor and Don Bartch are meeting with a company with an out of the box system that could generate some revenue that will generate thousands of dollars but not millions.

Barbara Long asked the Senior Leadership team if they could operate on this budget. Each member agreed that we could operate with this budget. Maria Johnson said that the cuts in the HR department were minimal. Sheri Arnette said that the Instruction Department is grounded in curriculum and professional learning, and she feels that the budget is grounded in that as

<p>well. She said that she has high expectations, and her team would not miss a beat. She is very convicted that we owe professional development to the teachers, and we have the right team providing that.</p> <p>Amanda Moore thanked Dr. Duke for the budget presentation. She said that she, Mr. Settles, and Chairman Campbell have been through a lot of years of budget presentations and every year she feels that she has a better understanding of the budget, and this one was no different. It was very helpful. Chairman Campbell agreed.</p> <p>Dr. Duke said that Beth Prater and Daniel Owens have been remarkable in this budget process.</p>	
<p><b>VII. OTHER BUSINESS</b> Information Item</p>	<p>Chair Butch Campbell</p>
<p><b>VIII. ADJOURNMENT</b> Action Item Motion to adjourn. David Settles made the motion Amanda second. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0 The meeting adjourned at 6:50 p.m.</p>	<p>Chair Butch Campbell</p>

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Director of Schools

**Agenda Item Title:** Studies Weekly- Social Studies Curriculum- Agreement for 2025-2026 School Year

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

Pursuant to Board Policy 2.808, MCS is recommending the purchase of the Studies Weekly Social Studies Curriculum for Grades 1-5 for the 2025-2026 school year. The curriculum is aligned with state standards and integrates various topics such as history, geography, civics, and economics.

**Staff Recommendation**

Approve agreement with Studies Weekly for Social Studies Curriculum for 2025-2026 School Year

**Fiscal Impact**

The cost of the Studies Weekly agreement is \$48,187.335. The funding for this purchase is derived from the general-purpose budget.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



## QUOTE #102899

Quote Issued: 01/28/2025  
 Expiration: 04/28/2025  
 School Year: 2025-2026  
 Referral: Sales Rep  
 School Start Date: 08/17

## REQUESTER

LEA BARTCH  
 MURFREESBORO CITY SCHOOL DIST  
 2552 S CHURCH ST  
 MURFREESBORO, TN 37127  
 lea.bartch@cityschools.net  
 (615) 893-2313

**REQUIRED FOR SHIPPING**

All fields required. Orders require a purchase order before shipping. Orders begin shipping in April for the next school year. Orders default to partial shipping in mid-August unless specified otherwise. Someone must be present to sign for delivery.

\_\_\_\_\_  
 Billing Name, Phone, Email (Billing contact if different than listed)

\_\_\_\_\_  
 Billing PO #

\_\_\_\_\_  
 Shipping Name, Phone, Email

\_\_\_\_\_  
 Shipping Address (if different from listed)

\_\_\_\_\_  
 School Start Date

\_\_\_\_\_  
 Receive By Date

**REQUIRED:** When are you NOT available to receive the materials?

No shipping restrictions

\_\_\_\_\_  
 Exclusion Dates for receiving

**REQUIRED:** Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

Partial Ship

Whole Ship

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

To cancel an order, contact Customer Service BEFORE your order is shipped. Returns and refunds must be in original, unused condition and returned within 30 days. The customer pays return shipping and a \$10 restocking fee per classroom box.

By signing this quote, you agree to all terms and conditions at <http://studiesweekly.com/legal>

**Please submit this quote with your purchase order.**

Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you roster your students.

## CONTACT US

1140 N 1430 W Orem, UT 84057  
 Phone: 801-830-4259  
 Fax: 385-399-3336  
 Email: [vip@studiesweekly.com](mailto:vip@studiesweekly.com)

## REGIONAL MANAGER

Devin Hall  
[devin.hall@studiesweekly.com](mailto:devin.hall@studiesweekly.com)  
 801-913-4718

## ACCOUNT MANAGER

Ranae Neely  
[ranae.neely@studiesweekly.com](mailto:ranae.neely@studiesweekly.com)  
 801-505-1187

## TERMS AND CONDITIONS

Please visit  
<http://www.studiesweekly.com/legal/> to  
 learn more about our legal terms.

**Murfreesboro City School Dist**

2552 S Church St  
 Murfreesboro, TN 37127

Grade	SKU	Title	Class	Unit Price	Qty	Cost
<b>Social Studies</b>						
0	TN0	Tennessee Studies Weekly - The World Around Us	73	\$7.65	1355	\$10,365.75
1	TN1	Tennessee Studies Weekly - Our Place in the United S	70	\$7.65	1252	\$9,577.80
2	TN2	Tennessee Studies Weekly - Life in the United States	62	\$7.65	1100	\$8,415.00
3	TN3	TN Studies Weekly - Geography, Economics & Early hi	36	\$7.65	666	\$5,094.90
4	TN4	TN US History Studies Weekly - Colonization to Reconstruction	50	\$7.65	1029	\$7,871.85
5	TN5	TN US History Studies Weekly - Industrialization to the Civil Rights Movement	47	\$7.65	897	\$6,862.05

**Total \$48,187.35**

Sub Total: \$48,187.35

Tax: \$0.00

Shipping: \$0.00

**Total: \$48,187.35**

*Thank you.*

for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

**Agenda Item Title:** QuaverEd Agreement for 2025-2026 School Year

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, staff is recommending the purchase of QuaverEd educational materials for the 2025-2026 school year. These resources will provide our district with engaging, standards-aligned music education content for students in Kindergarten through Grade 5 to be used by our district's music teachers.

### Staff Recommendation

Approve agreement with QuaverEd for 2025-2026 School Year

### Fiscal Impact

The cost of the QuaverEd agreement is \$25,200.00. The funding for this purchase is derived from the general-purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



# Quote

Quote: 5928-2

**Prepared For:** MURFREESBORO CITY SCHOOLS (4703150)

**Date:** 01/17/2025

**To place your order, send the following information to [salesupport@quavered.com](mailto:salesupport@quavered.com):**

- 1) PO or other form of payment, and tax exempt certificate (if applicable).
- 2) Billing information including email address. We email all invoices.
- 3) List of teachers/users including the user's name, email address and school location.

Item Description	Quantity	Unit Price	Unit Price After Discounts	Line Total
Professional Development - On-Demand Video Training Courses - Available 24/7	1	\$0.00		\$0.00
Live Virtual Training Check-In (up to 1 hour)	1	\$0.00		\$0.00
General Music Curriculum - Grade PreK, 1-Year License	6	\$300.00		\$1,800.00
Quaver's General Music Tennessee Curriculum - Grades K-5 - 1-year license	13	\$1,800.00		\$23,400.00
			<b>Sub Total</b>	<b>\$25,200.00</b>
			<b>Tax</b>	<b>\$0.00</b>
			<b>*Total</b>	<b>\$25,200.00</b>

\*Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.

**Includes all of the following elements:**

- Music Lessons
- Automated Assessments
- 1200 + Songs
- Unlimited Student Accounts
- Customizable Lesson Plans
- Resources in Spanish
- Parent Resources
- Community Resources
- Professional Development
- Ongoing Training

**Quote valid for 90 days.**

**Credit card orders over \$10,000 may be subject to a 3% processing fee.**

**Contact:**

Buz Watson

buz@quavered.com

Direct: (629) 702-7381

Office: (866) 917-3633



## ADDENDUM TO QUAVERED, INC. TERMS OF SERVICE

This Addendum (herein "Addendum") amends the QuaverEd, Inc. terms of service, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between QuaverEd, Inc. (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Superseding the Arbitration Clause.** Notwithstanding any provision to the contrary in the Agreement, including but not limited to any arbitration clause contained within the Contractor's Terms of Service or related documents, the Parties expressly agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement, its performance, or its interpretation shall not be subject to arbitration. The Parties acknowledge that this Addendum modifies the Agreement and that no provision within the Agreement, including terms incorporated by reference, shall override or reinstate an arbitration obligation.
4. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

5. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until 60 days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

6. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
7. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
8. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between

Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

10. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.
11. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
12. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
13. **Compliance with Tenn. Code Ann. §49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
14. **Confidentiality- Education Records.** For purposes of carrying out this Agreement, Contractor is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3).
  - 14.1. Contractor understands and agrees to comply with applicable provisions of FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) in that the storage and use of student education records by Contractor will comply with all FERPA requirements applicable to the Contractor and the services provided.
  - 14.2. Contractor understands and agrees that that it remains under direct control of

District with respect to the use and maintenance of the education records. Contractor understands that to access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.

14.3. Contractor understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever. It is acknowledged that Contractor is permitted to share data with third party suppliers that Contractor may engage for the purposes of providing the services. Contractor agrees that it shall require each of the suppliers to enter into written agreements containing obligations of confidentiality, security and privacy that are no less stringent than those contained in this Addendum.

15. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

16. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

17. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

18. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

19. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

QuaverEd

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Approved as to form:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

**Agenda Item Title:** Beacon Technologies Contract – Consent Agenda Item

**Board Meeting Date:** April 29, 2025

**Department:** Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, approval is requested to utilize Beacon Technologies for the installation of access control infrastructure at the new maintenance/transportation facility located at 910 Ridgely Road location. MCS will procure items/services/installation from an existing contract with Metro Nashville Public Schools to utilize this service.

### Staff Recommendation

Approve the contract with Beacon Technologies

### Fiscal Impact

The total cost of the contract is \$33,000.00 and funding will be provided by the general-purpose budget from funds already allocated for the 910 Ridgely Road project.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



# BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD OF PUBLIC EDUCATION

TO: Kevin Crumbo, Finance Director  
Metropolitan Department of Finance

Contract Number: 7579682      Contractor: Beacon Technologies, Inc.  
 Sourcing Method: RFP 365326  
 Start Date: 7/1/2024    End Date: 6/30/2029  
 Address: 1441 Donelson Pike      City: Nashville      State: TN      Zip: 37217  
 Supplier Number: 474904      Supplier Email: cmontgomery@beacontech.net

### PURPOSE OF CONTRACT:

The Purchase, Installation, and Service of audio, video, paging systems, Ethernet infrastructure, cabling, electrical wiring, and other related services.

### CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**      Board Approval Date: **2/27/2024**  
 Is this an Intergovernmental Contract? **No**  
 Is this a Revenue contract (Board of Education will receive funds)? **No**  
 Is there DBE Participation? **Yes**      Type of DBE (check all that apply):  SBE     MBE     WBE     SDV  
 Value of DBE Participation: \$600,000

### GRANT SUMMARY (IF APPLICABLE):

Grant Name:  
 Amount expected to receive:      Business unit to which it will be deposited:  
 Are matching funds required? **No**      If yes, amount of obligation:  
 If yes, specify fund that is being obligated:

### CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is:      \$0  
 The not to exceed contract value is:      \$20,500,000

### BUDGET INFORMATION:

Account number: 80101007.502920.2178599      Fund number:      Capital & E-Rate Funding      *kk*      *R*

MNPS Contact Person: Tom Bayersdorfer  
 Email Address: Tom.Bayersdorfer@mnps.org

Contract Agent: Allyson Resha  
 Email Address: Allyson.Resha@mnps.org

**CONTRACT BETWEEN THE  
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND  
BEACON TECHNOLOGIES, INC.  
FOR THE PURCHASE OF GOODS AND SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and **Beacon Technologies, Inc.** (Contractor), **1441 Donelson Pike, Nashville, TN 37217**. This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Exhibits,
  - 2.1. Exhibit A: Cost Spreadsheet
3. The Sourcing Documents (RFQ# 365326) are made part of this contract by reference,
4. Purchase Orders (and PO changes),
5. Diversity Business (DBE) forms are made part of this contract by reference.

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

**1.2. Duties and Responsibilities of Goods and Services Contractor**

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services:

The Purchase, installation, and service of audio, video, paging systems, Ethernet infrastructure, cabling, electrical wiring, and other related services.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

**1.3. Contractor Qualifications**

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

**1.4. License**

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's sourcing documents and/or Contractor's response to the sourcing event.

**1.5. Delivery and Installation**

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

## **2. CONSIDERATION**

### **2.1. Term**

The Contract Term will begin on July 1, 2024, and end on June 30, 2029.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

### **2.2. Compensation**

MNPS will compensate Contractor in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

There will be no other charges or fees for the performance of this Contract.

Should this contract be eligible for annual escalation/de-escalation adjustments those annual adjustments must be in accordance with Exhibit A of this Contract. Any such annual price adjustment must be submitted to the Director of Procurement no less than ninety (90) days prior to the **annual anniversary** of the Contract Term. Any such adjustment, if approved by the Director of Procurement, shall become effective on the annual anniversary of the Contract Term.

Total compensation to be paid to Contractor under this Contract is not to exceed \$20,500,000.

### **2.3. Warranty**

Contractor warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

#### **2.4. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **2.5. Invoicing**

2.5.1. Contractor, after MNPS receives the goods and services, shall be paid net 30 days upon receipt by MNPS of a correctly submitted invoice. Invoices can be emailed to [AccountsPayable@mnps.org](mailto:AccountsPayable@mnps.org).

2.5.1.1. Invoice must reference the MNPS purchase order number,

2.5.1.2. Only one (1) purchase order number per invoice,

2.5.1.3. Neither price nor quantity may exceed that present on the purchase order,

2.5.1.4. Invoice number and date,

2.5.1.5. Item description, quantity received, price, and extended price (again matching the PO), and

2.5.1.6. Remittance address.

2.5.2. Incorrect invoices will be rejected, and a corrected invoice required for payment.

2.5.3. MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days.

2.5.4. Payment of an invoice by MNPS shall not waive MNPS's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after MNPS discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by MNPS.

#### **2.6. Diversity Business Enterprise (DBE) Requirements**

If Contractor has proposed the utilization of certified minority-owned, women-owned, small and/or service-disabled veteran-owned business enterprise firms ("DBEs") at either the prime or subcontractor/sub-supplier levels, then Contractor shall submit with each invoice a copy of the DBE Form 2003 identifying:

a. Contract number and description for this project

b. Pay Application/Invoice Number

c. A description of the type of work invoiced

d. The dollar amount and percentage of work completed within the invoiced period

e. Outstanding dollars to be paid to the DBE firms

A copy of the completed form should be emailed to the MNPS Diversity Business Consultant at [Gwendolyn.Davis@mnps.org](mailto:Gwendolyn.Davis@mnps.org).

#### **2.7. Travel Expenses**

If applicable, Contractor shall adhere to MNPS travel procedure 2.804.1p for travel related expenses incurred during the performance of the contracted services. Contractor shall be reimbursed for actual out-of-pocket travel expenses that are authorized within the limits of the MNPS travel procedure 2.804.1p.

### **3. INSURANCE REQUIREMENTS**

#### **3.1. General Insurance Requirements**

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

#### **3.2. Commercial Liability Insurance**

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

#### **3.3. General Liability Insurance**

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

#### **3.4. Automobile Liability Insurance**

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

#### **3.5. Sexual Abuse and Molestation Insurance**

Sexual Abuse and Molestation Insurance in the amount of one million (\$1,000,000) dollars.

#### **3.6. Worker's Compensation Insurance**

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability

Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

#### 4. NOTICES

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204.

##### 4.1. All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement  
Attention: Director of Procurement  
Address: 2601 Bransford Avenue, Nashville, TN 37204  
Phone: (615) 259-8400  
E-mail Address: [purchasing@mnps.org](mailto:purchasing@mnps.org)

##### 4.2. Notices to Contractor shall be sent to:

Contractor: Beacon Technologies, Inc.  
Attention: Chase Montgomery  
Address: 1441 Donelson Pike, Nashville, TN 37217  
Phone: 615-301-5020  
E-mail Address: [cmontgomery@beacontech.net](mailto:cmontgomery@beacontech.net)

##### 4.3. Agent of the Contractor

Contractor designates the following as the Agent of the Contractor for service of process and will waive any objection to service of process if process is served upon this agent: Notices to Contractor shall be sent to:

Designated Agent: Chase Montgomery

Attention: Chase Montgomery

Address: 1441 Donelson Pike, Nashville, TN 37217

Phone: 615-301-5020

Email Address: cmontgomery@beacontech.net

**4.4. Contractor's Federal Tax ID Number: 62-1731936**

**5. TERMINATION**

**5.1. Termination for Breach**

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

**5.2. Termination for Convenience**

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

**5.3. Termination for Funding**

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 5.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 5.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction.

MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

## **6. STANDARD TERMS AND CONDITIONS**

### **6.1. Taxes**

MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

### **6.2. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

### **6.3. Maintenance of Records**

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

### **6.4. MNPS Right to Inspect**

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

### **6.5. Piggyback Clause**

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

### **6.6. MNPS Property**

Any MNPS property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.

### **6.7. Partnership/Joint Venture**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between

or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

#### **6.8. Criminal Background Checks**

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the appropriate ORI code for results reporting and provide MNPS with the green light letter per employee.

- If Contractor and any of its subcontractors performing work under this Contract will have direct contact with MNPS students, MNPS ORI code (TN930050Z) shall be used.
- If Contractor and any of its subcontractors performing work under this Contract will not have direct contact with MNPS students (e.g. roofers, electricians, welders, etc.), Contractor's own ORI code (TNXXXXXXX) shall be used.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

#### **6.9. Credentialing Requirements**

6.9.1. MNPS has engaged Enterprise Risk Control (ERC) to provide Contractor credentialing services. ERC will notify all Contractors who enter into a contract with MNPS that exceeds \$100,000 in value that they are required to enroll, at Contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of January 2022 was \$100 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of this Contract.

6.9.2. ERC provides MNPS with the following information:

- 6.9.2.1. For a company's named owner or principal, ERC runs the following checks annually:
- 6.9.2.2. Criminal records (last 36 months)
- 6.9.2.3. Sex offender and government watch (no limit on time)
- 6.9.2.4. Civil Case Processing System [VCAP] (last 84 months)
- 6.9.2.5. Felony (last 60 months)

- 6.9.2.6. For the company itself (based on Tax ID#), ERC will perform the following searches and services:
- 6.9.2.7. Confirm insurance requirements are current
- 6.9.2.8. Bankruptcy within 5 years
- 6.9.2.9. Liens and monetary judgements over \$10,000
- 6.9.2.10. TIN check- Collect W9, verify tax name, and Tax ID match.

#### **6.10. Indemnification and Hold Harmless**

Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

- 6.10.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- 6.10.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 6.10.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- 6.10.4. Contractor recognizes that MNPS has obligations pursuant to T.C.A. 49-6-817. Contractor shall notify all employees in MNPS facilities of the Tennessee Code requirements. Should the Contractor or Contractor's agents cause MNPS to fail to meet the requirements of T.C.A. 49-6-817 through negligent or reckless acts, the Contractor shall indemnify MNPS for any loss pursuant to those actions including any fines issued or loss of funding.

#### **6.11. School District Statutory Immunity**

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

#### **6.12. Terms of Service**

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

**6.13. Copyright, Trademark, Service Mark, or Patent Infringement**

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

- 6.13.1. Procure for MNPS the right to continue using the products or services, or
- 6.13.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
- 6.13.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

- 6.13.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
- 6.13.5. The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
- 6.13.6. The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

**6.14. Confidentiality, Student Records**

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

#### **6.15. Contingent Fees**

Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

#### **6.16. Waiver**

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

#### **6.17. Gratuities and Kickbacks**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

#### **6.18. Non-Discrimination**

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**6.19. Subcontractor/Subconsultant Payments**

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

**6.20. Americans with Disabilities Act**

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

**6.21. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-

106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

**6.22. Boycott of Israel Act**

In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Contractor certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

**6.23. Debarment and Suspension**

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 6.23.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- 6.23.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 6.23.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- 6.23.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 6.23.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

**6.24. Attorney Fees**

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

**6.25. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**6.26. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**6.27. Compliance with Laws**

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

**6.28. Governing Law/Venue**

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**6.29. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

**6.30. Effective Date**

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

**6.31. TN Open Records Act**

MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

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**THE METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY BY AND THROUGH THE  
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

**APPROVED:**

Rachael Elrod  
MBPE Board Chair

**RECOMMENDED:**

Kevin Edwards  
Director of Procurement

John Jeeter  
Department Head

Sean Braisted  
Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

80101007.502920.2178599 kk  
Account #: \_\_\_\_\_

[Signature]  
Chief Financial Officer

Kevin Crumboltz R  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

Balogun Cole  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Sandra Bess  
Metropolitan Attorney

**CONTRACTOR:**

Beacon Technologies  
Firm/Organization

Chase Montgomery  
Signature

Chase Montgomery  
Name

President  
Title

3/6/2024 | 10:33 AM PST  
Date

**FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:**

Austin Kyle  
Metropolitan Clerk

3/12/2024 | 12:33 PM PDT  
Date Filed



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 1610 S Church Street Suite A Murfreesboro, TN 37130	<b>CONTACT NAME:</b> Ami Gardner	
	<b>PHONE (A/C, No, Ext):</b> 615-869-1487 <b>FAX (A/C, No):</b> 866-597-2133 <b>E-MAIL ADDRESS:</b> Ami.Gardner@MarshMMA.com	
<b>INSURED</b>  Beacon Technologies, Inc. 1441 Donelson Pike Nashville, TN 37217	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Selective Ins. Co. of SC	19259
	INSURER B : Selective Insurance Company of America	12572
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2446266	04/14/2023	04/14/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2446266	04/14/2023	04/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			S2446266	04/14/2023	04/14/2024	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9071378	04/14/2023	04/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Sexual Abuse & Molestation			S2446266	04/14/2023	04/14/2024	\$ <b>1,000,000</b> occurrence/ \$ <b>1,000,000</b> aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Purchasing Agent and Metropolitan Board of Public Education are included as Additional Insured for General Liability with respect to work performed by the Named Insured, when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.**

<b>CERTIFICATE HOLDER</b>  Purchasing Agent Metropolitan Board of Public Education 2601 Bransford Avenue Nashville, TN 37204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Contract 7579682 Pricing Information**

Description	Unit	Part Number	Manufacturer	MSRP	% Discount off MSRP	Net Price after % off
<b>Electronics</b>						
<b>Paging &amp; Clocks</b>						
4-Digit 4" Digital Double Sided PoE Clock	Each	VIP-D440A	Valcom	\$873.60	15.0%	\$742.56
4-Digit 4" Digital Single Sided PoE Clock	Each	VIP-D44A	Valcom	\$571.20	15.0%	\$485.52
Support Bracket for Clock ACT Installation	Each	V-9914M-5	Valcom	\$25.20	15.0%	\$21.42
Valcom 2x2 Lay in Paging Speaker	Each	VE-522	Valcom	\$93.85	15.0%	\$79.77
Valcom 15-Watt/24Watt Loud Ringer Horn	Each	V1036C	Valcom	\$199.92	15.0%	\$169.93
Bogen Wall Mount Speaker	Each	MB8TSLVR	Bogen	\$88.56	10.0%	\$79.70
TOA 15 Watt Paging Horn	Each	CS-15	TOA	\$149.70	5.0%	\$142.22
TOA Desktop Paging Microphone	Each	PM-660U	TOA	\$176.40	5.0%	\$167.58
Viking Bell System	Each	CTG-2A	Viking	\$1,250.00	25.0%	\$937.50
5-Button Low Voltage Switch	Each	LVS-05W	Leviton	\$134.47	35.0%	\$87.41
<b>UPS and Powerware</b>						
Liebert GXT3-1000MT120, 1000VA Floor Mount UPS	Each	GXT3-1000MT120	Liebert	\$1,756.90	18.0%	\$1,440.66
Liebert GXT3-1500RT120, 2U	Each	GXT3-1500RT120	Liebert	\$2,145.15	18.0%	\$1,759.02
Intellislots Web Card	Each	IS-Webcard	Liebert	\$470.00	18.0%	\$385.40
<b>Cable</b>						
Angle Brackets	Each	11421712	Chatsworth	\$47.32	10.0%	\$42.59
Cat 6 Non-Plenum Cable, White	Foot	65N4-YL	Commscope	\$0.39	25.0%	\$0.29
Cat 6 Non-Plenum Cable, White	Foot	65N4-BL	Commscope	\$0.39	25.0%	\$0.29
Cat 6 Non-Plenum Cable, White	Foot	65N4-WH	Commscope	\$0.39	25.0%	\$0.29
Cat 6 Plenum Cable, Yellow	Foot	6504-YL	Commscope	\$0.56	25.0%	\$0.42
Cat 6 Plenum Cable, Blue	Foot	6504-BL	Commscope	\$0.56	25.0%	\$0.42
Cat 6 Plenum Cable, White	Foot	6504-WH	Commscope	\$0.56	25.0%	\$0.42
Belden 16/2 1000' box GRAY	Box	520UE	Belden	\$413.34	25.0%	\$310.01
Belden 16/2 1000' box GRAY (PLENUM Rated)	Box	6200UE	Belden	\$441.68	25.0%	\$331.26
Belden 18/2 1000' box GRAY	Box	5300UE-W	Belden	\$261.01	25.0%	\$195.76
Belden 18/2 1000' box GRAY (PLENUM Rated)	Box	6300UE	Belden	\$288.01	25.0%	\$216.01
6 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	Z-006-DS-5K-FSUBK	Commscope	\$1.92	25.0%	\$1.44
6 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-006-OD-5K-FSUBK	Commscope	\$2.31	25.0%	\$1.73
6 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	R-006-DS-5K-FSUAQ	Commscope	\$1.72	25.0%	\$1.29
6 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-006-DS-5K-FSUAQ	Commscope	\$1.84	25.0%	\$1.38
12 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	Z-012-DS-5K-FSUBK	Commscope	\$3.44	25.0%	\$2.58
12 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-012-OD-5K-FSUBK	Commscope	\$4.05	25.0%	\$3.03
12 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	R-012-DS-5K-FSUAQ	Commscope	\$3.24	25.0%	\$2.43
12 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-012-DS-5K-FSUAQ	Commscope	\$3.30	25.0%	\$2.47
24 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	Z-024-DS-5K-FSUBK	Commscope	\$5.72	25.0%	\$4.29
24 Strand 50/125 Indoor/Outdoor <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-024-OD-5K-FSUBK	Commscope	\$5.97	25.0%	\$4.47
24 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Non-Plenum</b>	Foot	R-024-DS-5K-FSUAQ	Commscope	\$4.85	25.0%	\$3.64
24 Strand 50/125 Indoor Only <b>OM4</b> Fiber <b>Plenum</b>	Foot	P-024-DS-5K-FSUAQ	Commscope	\$6.59	25.0%	\$4.94
25 Pair DEMARC Extension Cable	Foot	106824329	Commscope	\$1.50	25.0%	\$1.13
<b>Terminations</b>						
Patch Cable, Cat 6, Yellow 1'	Each	UNC6-YL-1F	Commscope	\$13.18	30.0%	\$9.23
Patch Cable, Cat 6 Yellow 3' (WAP's/Security Cameras)	Each	UNC6-YL-3F	Commscope	\$14.56	30.0%	\$10.19
Patch Cable, Cat 6 Yellow 5'	Each	UNC6-YL-5F	Commscope	\$15.94	30.0%	\$11.16
48 Port Cat 6 Copper Patch Panels	Each	760062380	Systimax	\$1,041.80	25.0%	\$781.35
Category 6 Jacks, Blue	Each	700206758	Systimax	\$16.50	25.0%	\$12.38
Category 6 Jacks, Yellow	Each	UNJ600-YL	Commscope	\$12.96	25.0%	\$9.72
Category 6 Jacks, Violet	Each	UNJ600-VL	Commscope	\$12.96	25.0%	\$9.72
Category 6 Jacks, White	Each	UNJ600-WH	Commscope	\$12.96	25.0%	\$9.72
66 Blocks for Analog Lines with Mounting Bracket	Each	S66M150 / S89D	Siemon	\$18.78	10.0%	\$16.90
66 Blocks with Mounting Bracket (DEMARC Extension)	Each	S66M150 / S89D	Siemon	\$6.34	10.0%	\$5.71
LC 12 pack for LIU (Duplex LC) 4U Enclosures	Each	RFE-PNL-012-MFA-LC-12-BK-4U	Commscope	\$64.80	25.0%	\$48.60
ST 6 pack for LIU (Duplex ST) 1U/2U Enclosures	Each	MFA-ST06-BG	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!
ST 6 pack for LIU (Duplex ST) 4U Enclosures	Each	RFE-PNL-006-MFA-ST-06-BK-4U	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!
LC Fiber Optic Connectors (1-6)	Each	MFCLCF096X	Commscope	\$24.74	25.0%	\$18.56
LC Fiber Optic Connectors (7-12)	Each	MFCLCF096X	Commscope	\$24.74	25.0%	\$18.56
LC Fiber Optic Connectors (13-24)	Each	MFCLCF096X	Commscope	\$24.74	25.0%	\$18.56
LC Fiber Optic Connectors (25-36)	Each	MFCLCF096X	Commscope	\$24.74	25.0%	\$18.56
ST Fiber Optic Connectors (1-6)	Each	MFC-STQ-09-6X-25-PACK	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!

ST Fiber Optic Connectors (7-12)	Each	MFC-STQ-09-6X-25-PACK	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!
ST Fiber Optic Connectors (13-24)	Each	MFC-STQ-09-6X-25-PACK	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!
ST Fiber Optic Connectors (25-36)	Each	MFC-STQ-09-6X-25-PACK	Commscope	DISCONTINUED	DISCONTINUED	#VALUE!
Coupler, LC Duplex Ivory	Each	UNFALC02BGCL	Commscope	\$16.96	25.0%	\$12.72
<b>Racks</b>						
<i>IDF Racks, Enclosures and Components</i>						
7' Floor Rack	Each	RK3-45A	Commscope	\$470.32	25.0%	\$352.74
24 Port Cat 6 Copper Patch Panels	Each	UNP610-24P	Commscope	\$348.68	25.0%	\$261.51
Fiber Box, Housing Ivory (Use for IDF P/Portables)	Each	107-431-546	Commscope	\$16.58	25.0%	\$12.44
Rack Mount 1RU Fiber Tray	Each	RFE-FXG-EMT/1U	Commscope	\$294.00	25.0%	\$220.50
Rack Mount 2RU Fiber Tray	Each	RFE-FXG-EMT/2U	Commscope	\$399.00	25.0%	\$299.25
Rack Mount 4RU Fiber Tray	Each	RFE-FXD-EMT-BK/4U	Commscope	\$588.00	25.0%	\$441.00
6 pack Blanks for LIU for 4U Enclosure	Each	RFE-PNL-BLANK-BK/4U	Commscope	\$14.96	25.0%	\$11.22
66 Block	Each	Location Specific	Siemens	\$18.78	10.0%	\$16.90
Ladder Rack 12'	Each	10250712	Chatsworth	\$212.92	10.0%	\$191.63
Angle Brackets	Each	11421712	Chatsworth	\$47.32	10.0%	\$42.59
J-Bolt Kits	Each	11308001	Chatsworth	\$12.28	10.0%	\$11.05
Wire Management - Vertical	Each	WMPV45E	Panduit	\$475.98	15.0%	\$404.58
Wire Management - Horizontal (2U)	Each	WMPF1E	Panduit	\$94.00	15.0%	\$79.90
24" Wall Cabinet	Each	EWMW242430	Hoffman	\$964.00	0.0%	\$964.00
36" Wall Cabinet	Each	EWMW362430	Hoffman	\$1,202.00	0.0%	\$1,202.00
48" Wall Cabinet	Each	EWMW482430	Hoffman	\$1,311.00	0.0%	\$1,311.00
Fan Kits for above cabinets	Each	EWMF2	Hoffman	\$195.00	0.0%	\$195.00
Leviton; 5L000-LOK; Lock & Key	Each	5L000-LOK	Leviton	\$18.33	25.0%	\$13.75
Series 140 Structured Media enclosure (SMC)	Each	47605-14E	Leviton	\$63.56	25.0%	\$47.67
Leviton; 47605-14D; SMC-140 Hinged Cover	Each	47605-14D	Leviton	\$76.30	25.0%	\$57.23
(10') Power Pole w/o Power	Each	25DTC4	Wiremold	\$290.99	25.0%	\$218.24
(12') Power Pole with Power	Each	25DTP412	Wiremold	\$398.99	25.0%	\$299.24
<b>Patch Cords</b>						
Patch Cable, Cat 6, Yellow 1'	Each	UNC6-YL-1F	Commscope	\$13.18	30.0%	\$9.23
Patch Cable, Cat 6 Yellow 3' (WAP's/Security Cameras)	Each	UNC6-YL-3F	Commscope	\$14.56	30.0%	\$10.19
Patch Cable, Cat 6 Yellow 5'	Each	UNC6-YL-5F	Commscope	\$15.94	30.0%	\$11.16
Patch Cable, Cat 6 Yellow 7'	Each	UNC6-YL-7F	Commscope	\$17.32	30.0%	\$12.12
Patch Cable, Cat 6, RED 1'	Each	UNC6-RD-1F	Commscope	\$13.18	30.0%	\$9.23
CAT 6 PATCH CORD 3FT ORANGE	Each	UNC6-OR-3F	Commscope	\$14.56	30.0%	\$10.19
CAT 6 PATCH CORD 3FT RED	Each	UNC6-RD-3F	Commscope	\$14.56	30.0%	\$10.19
CAT 6 PATCH CORD 3FT VIOLET	Each	UNC6-VL-3F	Commscope	\$14.56	30.0%	\$10.19
CAT 6 PATCH CORD 3FT BLACK	Each	UNC6-BK-3F	Commscope	\$14.56	30.0%	\$10.19
CAT 6 PATCH CORD 10FT BLACK	Each	UNC6-BK-10F	Commscope	\$19.40	30.0%	\$13.58
CAT 6 PATCH CORD 20FT RED	Each	UNC6-RD-20F	Commscope	\$26.30	30.0%	\$18.41
CAT 6 PATCH CORD 10FT GREEN	Each	UNC6-GR-10F	Commscope	\$19.40	30.0%	\$13.58
CAT 6 PATCH CORD 5FT GREEN	Each	UNC6-GR-5F	Commscope	\$15.94	30.0%	\$11.16
CAT 6 PATCH CORD 5FT BLUE	Each	UNC6-BL-5F	Commscope	\$15.94	30.0%	\$11.16
CAT 6 PATCH CORD 5FT RED	Each	UNC6-RD-5F	Commscope	\$15.94	30.0%	\$11.16
CAT 6 PATCH CORD 5FT BLACK	Each	UNC6-BK-5F	Commscope	\$15.94	30.0%	\$11.16
CAT 6 PATCH CORD 25FT VIOLET	Each	UNC6-VL-25F	Commscope	\$29.74	30.0%	\$20.82
Copper Patch Cords, Cat6 BLUE 25'	Each	UNC6-BL-25F	Commscope	\$29.74	30.0%	\$20.82
Copper Patch Cords, Cat6 BLACK 25'	Each	UNC6-BK-25F	Commscope	\$29.74	30.0%	\$20.82
Copper Patch Cords, Cat6 Yellow 10'	Each	UNC6-YL-10F	Commscope	\$19.40	30.0%	\$13.58
Copper Patch Cords, Cat6 Yellow 25'	Each	UNC6-YL-25F	Commscope	\$29.74	30.0%	\$20.82
<b>Cable Patways and Support</b>						
J-Hooks, 1 5/16"	Each	Cat21	Caddy	\$4.74	40.0%	\$2.84
J-Hooks, 2"	Each	Cat32	Caddy	\$5.78	40.0%	\$3.47
J-Hooks, 4"	Each	Cat64	Caddy	\$11.52	40.0%	\$6.91
Beam Clamp, 1/16"-1/2" Flange	Each	BC	Caddy	\$2.11	40.0%	\$1.27
Hangers, latching hook with pin (4")	Each	386240	Hilti	\$12.80	45.0%	\$7.04
Hangers, latching hook with pin (2") Additional Hook	Each	386239	Hilti	\$10.09	45.0%	\$5.55
Panduit Surface Mount Boxes	Each	JBX3510EIA	Panduit	\$9.00	15.0%	\$7.65
1 Port Surface Mount Boxes for WAP's/IDF P	Each	107-984-007	Systimax	\$6.50	25.0%	\$4.88
Faceplates, 4 port	Each	108-168-550	Systimax	\$4.48	25.0%	\$3.36
Faceplates, 6 port	Each	108-168-592	Systimax	\$4.48	25.0%	\$3.36
Faceplate Blanks	Each	107-067-860	Systimax	\$0.26	25.0%	\$0.20
Fiber Box, Housing Ivory	Each	107-431-546	Systimax	\$13.58	25.0%	\$10.19
Panduit Latch Duct 1 1/2", 8" (1.5 x 94)	Each	LD10EI8A	Panduit	\$48.32	5.0%	\$45.90
Panduit Drop Ceiling Fitting 1 1/2"	Each	DCF10EIX	Panduit	\$4.12	5.0%	\$3.91
1" conduit (feet) - classroom penetrations	Foot	EMT	Steel City	\$4.97	50.0%	\$2.49
1" bushing - classroom penetrations	Each	EMT1	Arlington	\$0.77	5.0%	\$0.73

2 1/2" sleeve - cabinet hardware	Foot	2-1/2EMT	Steel City	\$17.61	50.0%	\$8.81
Bushing, 2 1/2" Plastic White	Each	EMT250	Arlington	\$5.55	5.0%	\$5.28
2 1/2" sleeves for pathways (feet)	Foot	2-1/2EMT	Steel City	\$17.61	50.0%	\$8.81
4" conduit sleeves for pathways(feet)	Foot	4EMT	Steel City	\$30.14	50.0%	\$15.07
4" bushing	Each	EMT400	Arlington	\$10.02	5.0%	\$9.52
Bucket of String (1000 ft)	Each	GRE430G	Greenlee	\$87.27	20.0%	\$69.82
Wedge Clamp (For Fiber)	Each	W621	Blackburn	\$9.60	20.0%	\$7.68
Thimble eye	Each	Hub6510	Chance	\$10.15	10.0%	\$9.14
DA bolt	Each	Hub8868	Chance	\$16.10	10.0%	\$14.49
3/8 x 4" screw eye bolt	Each	Hub29930	Chance	\$57.49	10.0%	\$51.74
7" Cable Ties (Bag 1000)	Each	1000PLT2SC	Panduit	\$0.28	5.0%	\$0.27
P-Touch Label Tape (White, Black Letters)	Each	TZ231	Brother	\$26.25	15.0%	\$22.31
P-Touch Label Tape (Black, White Letters) Patch Panel	Each	TZ335	Brother	\$28.73	15.0%	\$24.42
Tape White (block of 5)	Each	35 Tape 3/4x66'	3M	\$12.85	15.0%	\$10.92
Wall Dogs (500)	Each	WDP3	WallDog	\$6.42	15.0%	\$5.46
10' Power Pole with power	Each	25DTP4	Wiremold	\$316.99	25.0%	\$237.74
10' Power Pole without power	Each	25DTC4	Wiremold	\$290.99	25.0%	\$218.24
12' Power Pole with power	Each	25DTP412	Wiremold	\$398.99	25.0%	\$299.24
12' Power Pole without power	Each	25DTC412	Wiremold	\$334.99	25.0%	\$251.24

Escalation Percentage	
Maximum Percentage of Escalation that may apply to unit prices.	1.00%

All prices to be fixed for 5 years.  
All services must comply with the "Standard" outlined in attachment A.

A. Copper Installation		
Cost should be inclusive of all parts and labor. See below footnote #1 for additional information and assumptions.	Cost per drop/with Plenum	Cost per drop/Non Plenum
1-12 Stranded	1	100.00
16-16 Drop cable	1	100.00
48-100 Drop cable	1	100.00
100-200 Drop cable	1	100.00
200-500 Drop cable	1	100.00
500-1000 Drop cable	1	100.00
1000-2000 Drop cable	1	100.00

Footnote #1: Network Drop additional information: The drop cost assumes the pathlength from the originating IDF to the work area (classroom, offices & other) including patch. The material/labor cost for the cable, conduit/ductwork, wall/ceiling, trim pieces, cable labeling, and end-to-end cable tests that is included in the "drop price".

Installation of cabling assumes common pathway exits. Does not include pathways or penetrations.

Copper Assumptions	
1000 Pairs and a patchcord bundle & copper ports < 2 dual personality ports	100
Normal Copper Length per Footnote	200
Normal Copper Length per Admin	50
Normal Copper Length per Drop	10
Normal Copper Length per Patchcord	10

B. Fiber-optic Termination Service		
Fiber-Optic Material	Cost per LF for Labor and Material to install LC and ST Termination	Cost per LF for Labor and Material to install LC and ST Termination
	Plenum	Non-Plenum
Plenum	1.40	1.20
12 strand	1	1.24
24 strand	1	1.24
36 strand	1	1.24
48 strand	1	1.24

Footnote #2: Meter price an 80-meter meter/ender fiber. Billing should be based on meter length of use before scrap (per wall where meter is to be billed in each run to scrap)

Material and labor to install 20-strives, OMC, indoor fiber per foot. Does not include patch, penetrations, terminations, and testing. See B1 below for termination pricing.  
36-strand fiber has a minimum order quantity of 1.5M'

B1. Fiber-Optic Termination repair (small work orders etc.)		
Fiber-Optic Connectors	Per each Labor and Material Rate to install LC and ST Termination	Per each Labor and Material Rate to install LC and ST Termination
See footnote #3	1	30.00
LC connectors	1	30.00
ST connectors	1	30.00
24-24 connectors	1	30.00
36-36 connectors	1	30.00
48-48 connectors	1	30.00

Footnote #3: These should include cost for material and labor for connectors only.

Termination of OMC Fiber and testing. Does not include fiber, fiber termination, or enduser panel.

C. Shielded Copper Installation (See Footnote #4)		
Shielded Copper Description	Cost per drop/with Plenum	Cost per drop/Non Plenum
1-12 Stranded	1	100.00
16-16 Drop cable	1	100.00
48-100 Drop cable	1	100.00
100-200 Drop cable	1	100.00
200-500 Drop cable	1	100.00
500-1000 Drop cable	1	100.00
1000-2000 Drop cable	1	100.00

Foot Note #4: Network Drop additional information: The drop cost assumes the pathlength from the originating IDF to the work area (classrooms, offices & other) including patch. The material/labor cost for the cable, conduit/ductwork, wall/ceiling, trim pieces, cable labeling, and end-to-end cable tests that is included in the "drop price".

Installation of cabling assumes common pathway exits. Does not include pathways or penetrations.

D. Grounding	
Cost for System Electrical Grounding (parts and labor) per distribution frame	Cost After Frame
1	80.00

E. Labor Rates	
	Cost/Per Hour
Installation, Low Voltage, Fire Alarm, Cable, Antenna Installation, Electrical etc.	60.00
Installation	60.00
Audio Management	60.00
Audio Visual Technology	60.00
Network Technology	60.00
Network & System Management	60.00
Site Survey	60.00
Demol Cost (see footnote #5)	60.00

Footnote #5: Demolition work will need to follow the MNPS demolition standards.

F. Service Truck Charge	Flat Rate/Per Trip
Minimum one (1) hour of equipment/technician(s) dispatched from MNPS location to job site. Assume pick up location and delivery will be within the MNPS school district. Most patches are currently at or Brandford Avenue location. Exception: facilities that are parked up at Brandford Avenue and delivered to job site.	1
	100.00

**G. Catalog Pricing**

Provide a catalog for the purchase of cables, Pathways and cable support and cabling hardware, such as J-box, Chassis, L-racks, Patches and Connectors.

Catalog Name	% off MSRP
Connectors - RJ45	25%
Connectors - SFPs	25%
Cables	25%
J-Box	25%
Patches	25%
Chassis/rack	25%
L-rack	25%

Provide catalog for the purchase of Audio Visual Equipment, such as Shms, Open and Patching.	
Catalog Name	% off MSRP
Shms	10%
Open	10%
Patching	10%
Open Patch	10%
Audio Enhancement	10% off MSRP MSRP

**G. Please identify any additional fees that may be required:**  
Rental Equipment will be billed at actual cost plus \$25.00 for administration.  
Permits will be billed at actual cost plus \$10.00 for administration.

**H. Compensation Guidelines**

1. Overline and Emergency cost: Because most of the work under this contract will be performed on various shifts and days of the week, MNPS will only pay emergency and overtime cost for extraordinary circumstances and must be approved by MNPS.

2. All invoices must include documentation that will support the amount invoiced. Information such as, but not limited to, MNPS work ticket authorization, codes inspection, contractor work ticket indicating the work performed, test reports, building location, technician's name, and drop location information. Service ticket must be signed by an MNPS employee confirming the service and hours worked. MNPS reserves the right to withhold payment for any invoice that contractor cannot provide adequate supporting documentation as required.

**I. Prerequisite for payment of project jobs:**

1. Installation has passed final inspection conducted by MNPS inspector
2. Proof of purchase and receipt of all electronics must be submitted to the MNPS IT Project Manager.
3. Receipt of Metro Codes inspection report showing the installation passed "low voltage" rough. In inspection must be submitted to the MNPS IT Project Manager.
4. Receipt of Metro Codes inspection report showing the installation has passed low voltage "final" inspection
5. Record documents have been received/reviewed and approved by the MNPS Project Manager. Documents required for record include: As-Built drawings, fiber/copper test reports and change order summary report

**Additional Information:**  
Average Fiber length per Link is 750 feet  
1P Copper Switches will be 24 or 48 port  
1P Fiber Switches will have 12, 24 or 48 SFP ports  
2 more than 12 Copper Cables to one rack, second rack will be needed

**Additional Information:**  
Average Fiber length per Link is 750 feet  
1P Copper Switches will be 24 or 48 port  
1P Fiber Switches will have 12, 24 or 48 SFP ports  
2 more than 12 Copper Cables to one rack, second rack will be needed

## Audio Enhancement System - Bundle Packages

In addition to % off MSRP pricing provided elsewhere in this response, MNPS expects to price construction and upgrade projects by the site and classroom counts. Please provide package pricing based on the hardware, expected materials and labor to install the noted system components.

### Classroom Package:

Pricing to Include:

- MS-600 Network Amplifier with Integrated XD Receiver - PoE Pwered (AM-3230)
- PAL Techer Box(Teacher Microphone, Student Microphone, Chargers) (ST-XD-9060)
- Teacher Microphone - (STD14)
- Student Microphone - (MHH09)

**Opt. 1:** Ceiling Speakers: Classroom Speaker, Ceiling, 1x2 Tile Replacement, Plenum Rated, Set of 4 (ST-SP-0211)

**Opt. 2:** Wall Speakers: Classroom Speaker, Wall set of 4 (SP-0100)

Wall Plate, WPA-501, Ambient Microphone with Décor (NE-0006)

<b>Package price w/ option 1</b>	\$ 3,630.00
<b>Package price w/ option 2</b>	\$ 3,670.00

*Prices should reflect all parts, materials and labor for turn key installation*

### Core System Package:

Pricing to include:

- SAFE/EPIC Server - Epic Head End - no Battery backup - inludes programming (SB-EP-8102.P)
- EPIC Monitor/Kiosk including desktop microphone and programming (EP-0020.P)
- SAFE System Licenses (Req. EPIC Sys. Platform Lic.) (EP-0010)
- EPIC System - IPB License (EP-0022)
- EPIC System Platform License (EP-0009)
- EPIC Phone Integration License (EP-0034)
- CLAUDIA - EPIC Front Office Media Player Incl. programming (EP-0105.P)
- Grandstream GWP2130 Enterprise Phone including Programming (PA-0095.P)
- MS-300 Network Interface moduel to connect to existing Audio Paging system (AM-0301)

<b>Core system package</b>	\$ 26,960.00
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### System Training:

Per site training for front office staff covering paging basics, page zone creation/management, SAFE alert processing and bell schedule management  
No full system administration training is expected.

<b>Per session training cost</b>	\$ 120.00
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METROPOLITAN NASHVILLE PUBLIC SCHOOLS AGENCY DIVERSITY BUSINESS ENTERPRISE PROGRAM  
2002A DBE FORM - OFFEROR'S FINAL DBE UTILIZATION PLAN

INSTRUCTIONS													COMPANY NAME			
THIS FORM MUST BE COMPLETED AND SUBMITTED TO MNPS CONTRACTING AGENT BEFORE CONTRACT AWARD. Use this form to record the DBE subcontractors and/or suppliers to be utilized for this procurement. <i>The information recorded on this form will be incorporated into your contract and monitored monthly. Monitoring will consist of reviewing monthly reports that validate your DBE utilization and DBE payments. Your DBE commitment listed on this form must be reported monthly on "DBE Form 2003, titled: Report of Payments to Diversity Business Enterprise Firms." IMPORTANT NOTE: . After the contract award, changes to this form will require MNPS Purchasing Agent and MNPS DBE Program Consultant approval.</i>													Beacon Technologies			
													ADDRESS (City, State, Zip) 1441 Donelson Pike Nashville, TN 37217			
SUMMARY CONTRACT DOLLARS AND DBE PARTICIPATION	Non-DBE Prime Contractor Self-Performed Dollars	% of Non-DBE Prime Contractor's Self-Performed Dollars	Non-DBE Subcontractor Dollars	% of Non DBE Subcontractor Dollars	DBE Prime Contractor's Self-Performed Dollars	% of DBE Prime Contractor Dollars	DBE Subcontractor Dollars	% of DBE Subcontractor Dollars	Total Contract Dollars (Prime + Non DBE + DBE Dollars)		Total Percentage					
	6,900,000	92%	0	0%	0	0%	600,000	8%	7,500,000		100%					
CONTRACTS AWARDED					DIVERSITY BUSINESS ENTERPRISE CLASSIFICATIONS (attach a copy of the appropriate DBE Certificate of Certification or Metro Nashville Small Business Approval Letter)											
DBE PRIME CONTRACTOR NAME	Services Provided by Contractor	Contractor Location City/State	Certification Expiration Date	DBE Contractor Dollars	MBE African American Male Dollars	MBE Asian Male Dollars	MBE Hispanic Male Dollars	MBE Native American Male Dollars	MBE African American Female Dollars	MBE Asian Female Dollars	MBE Hispanic Female Dollars	MBE Native American Female Dollars	WBE Dollars	SBE Dollars	SDVBE Dollars	Total DBE Contractor Dollars
DBE SUBCONTRACTOR NAME (List all DBE Subs below)	Services Provided by DBE	DBE Location City/State	Certification Expiration Date	DBE Subcontractor	MBE African American Male Dollars	MBE Asian Male Dollars	MBE Hispanic Male Dollars	MBE Native American Male Dollars	MBE African American Female Dollars	MBE Asian Female Dollars	MBE Hispanic Female Dollars	MBE Native American Female Dollars	WBE Dollars	SBE Dollars	SDVBE Dollars	Total DBE Subcontractor Dollars
John Curry Electric	Electrical Contractor	Smyrna, TN	11/9/2024	37,500	37,500											37,500
Benefast	Fasteners, Construction Supply	Nashville, TN	5/21/2024	562,500									562,500			562,500
				<b>TOTAL DBE CONTRACTOR DOLLARS</b>	0	0							0			0
				<b>TOTAL DBE SUBCONTRACTOR DOLLARS</b>	600,000	37,500							562,500			600,000
				<b>TOTAL DBE CONTRACTOR AND DBE SUBCONTRACTOR DOLLARS</b>	600,000	37,500							562,500			600,000

VERIFICATION STATEMENT: By signing below, I certify that all information provided is accurate. Upon execution of a contract with MNPS for the above-referenced project, the Contractor/Supplier named above, intends to utilize the DBE firm(s) listed on this form. The scope of work, cost, and percentage of work to be performed by each DBE is described above. The DBE firms listed have agreed to provide such work for the amount stated above. I understand that any misrepresentations regarding this information will be grounds for contract termination and initiating actions under Federal or State laws concerning false statements.

SIGNATURE OF COMPANY'S CERTIFYING OFFICIAL	Chase Montgomery		TITLE President	DATE January 27, 2024
--------------------------------------------	------------------	--------------------------------------------------------------------------------------	-----------------	-----------------------

**Certificate Of Completion**

Envelope Id: F1D660A4569843AD8BD606B972FE62F3  
 Subject: Beacon Technologies, Inc. 7579682  
 Contract Number: 7579682  
 Source Envelope:  
 Document Pages: 24  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Allyson Resha  
 2601 Bransford Ave.  
 Nashville, TN 37204  
 Allyson.Resha@mnps.org  
 IP Address: 96.4.9.1

**Record Tracking**

Status: Original  
 2/27/2024 12:54:46 PM

Holder: Allyson Resha  
 Allyson.Resha@mnps.org

Location: DocuSign

**Signer Events**

**Signature**

**Timestamp**

Kevin Edwards  
 Kevin.Edwards@mnps.org  
 Director of Procurement  
 Metro Nashville Public Schools  
 Security Level: Email, Account Authentication (None)

*Kevin Edwards*

Sent: 3/5/2024 2:57:43 PM  
 Viewed: 3/5/2024 4:34:05 PM  
 Signed: 3/6/2024 10:10:29 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Chase Montgomery  
 cmontgomery@beacontech.net  
 President  
 Beacon Technologies  
 Security Level: Email, Account Authentication (None)

*Chase Montgomery*

Sent: 3/6/2024 10:10:33 AM  
 Viewed: 3/6/2024 10:11:16 AM  
 Signed: 3/6/2024 12:33:06 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.85.144.1

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kevin Knapp  
 Kevin.Knapp@mnps.org  
 Security Level: Email, Account Authentication (None)

*kk*

Sent: 3/6/2024 12:33:09 PM  
 Viewed: 3/6/2024 1:24:20 PM  
 Signed: 3/6/2024 1:24:35 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

John Teeter  
 john.teeter@mnps.org  
 Director - Enterprise Network Operations  
 Security Level: Email, Account Authentication (None)

*John Teeter*

Sent: 3/6/2024 1:24:37 PM  
 Viewed: 3/6/2024 2:39:46 PM  
 Signed: 3/6/2024 2:40:28 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Sean Braisted  Sean.Braisted@mnps.org  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.2	<p>Sent: 3/6/2024 2:40:31 PM  Viewed: 3/7/2024 7:53:42 AM  Signed: 3/8/2024 8:56:40 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Allyson Resha  allyson.resha@mnps.org  Contract Agent  Metro Nashville Public Schools  Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> Using IP Address: 96.4.9.1	<p>Sent: 3/8/2024 8:56:43 AM  Viewed: 3/8/2024 1:51:33 PM  Signed: 3/8/2024 1:51:36 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Chris Henson  Chris.Henson@mnps.org  CFO  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	<p>Sent: 3/8/2024 1:51:39 PM  Viewed: 3/8/2024 2:15:35 PM  Signed: 3/8/2024 2:25:10 PM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Rachael Elrod  Cameo.Bobo@mnps.org  Board Chair  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 98.193.234.119	<p>Sent: 3/8/2024 2:25:14 PM  Viewed: 3/11/2024 9:16:47 AM  Signed: 3/11/2024 9:16:57 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Rose Wood  Rose.Wood@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	<p>Sent: 3/11/2024 9:16:59 AM  Viewed: 3/12/2024 7:10:29 AM  Signed: 3/12/2024 7:10:41 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Kevin Crumbo/tlo  talia.lomaxodneal@nashville.gov  Security Level: Email, Account Authentication (None)</p>	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	<p>Sent: 3/12/2024 7:10:45 AM  Viewed: 3/12/2024 8:27:26 AM  Signed: 3/12/2024 8:27:46 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
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Sally Palmer  
Sally.Palmer@nashville.gov  
46309  
Metro Water Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Completed**  
  
Using IP Address: 170.190.198.100

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Signed: 3/12/2024 8:46:25 AM

Balogun Cobb  
Balogun.Cobb@nashville.gov  
Insurance Division Manager  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

*Balogun Cobb*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.144

Sent: 3/12/2024 8:46:28 AM  
Viewed: 3/12/2024 10:02:51 AM  
Signed: 3/12/2024 10:03:52 AM

Sandra Bess  
Sandra.Bess@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

*Sandra Bess*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

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Viewed: 3/12/2024 1:56:28 PM  
Signed: 3/12/2024 2:01:14 PM

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

*Austin Kyle*  
  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
Sally.Palmer@nashville.gov  
46309  
Metro Water Services  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 3/12/2024 2:01:18 PM

Carbon Copy Events	Status	Timestamp
Gwen Sims gdavis@simsdiversityconsult.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/12/2024 2:33:36 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	3/6/2024 9:39:29 AM
Envelope Updated	Security Checked	3/6/2024 9:39:30 AM
Envelope Updated	Security Checked	3/6/2024 10:00:17 AM
Certified Delivered	Security Checked	3/12/2024 2:33:22 PM
Signing Complete	Security Checked	3/12/2024 2:33:32 PM
Completed	Security Checked	3/12/2024 2:33:36 PM

Payment Events	Status	Timestamps
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# *Beacon*

T E C H N O L O G I E S  
C A B L I N G | F I R E | S E C U R I T Y | A U D I O - V I S U A L

## LOW VOLTAGE SYSTEMS SECURITY SYSTEMS

Murfreesboro City Schools  
Transportation and Facilities Project V3

March 26, 2025, 2025

**1-800-545-9066**

**[www.beacontech.net](http://www.beacontech.net)**

Connecting People and Places with Tomorrow's Technology

**SCOPE OF WORK:** Low Voltage Systems  
**DATE:** 03/26/2025  
**PROJECT:** MCS Transportation and Facilities Building  
**PREPARED FOR:** Murfreesboro City Schools

Thank you for giving Beacon Technologies the opportunity to present this Electronic Security budget for the Transportation and Facilities project in Murfreesboro, TN. Below you will find an overview of each system. The following outline is an overview of what is provided with each system.

Pricing includes Project Management, Mobilization, Permit Costs and Applicable Taxes. Please feel free to contact me directly if you have any questions. I can always be reached at 615-925-1061.

Thank you,



Chase Montgomery  
President

## Project Narrative Overview

### ELECTRONIC SECURITY SYSTEMS: CARD BADGING AND ACCESS CONTROL

Beacon proposes to furnish and install an **AVIGILON** Card Badging System with **AVIGILON UNITY 7** (Access Control Management Software) for controlling 7 Door Openings with 7 Proximity Card Readers, as shown on drawings and assumed as identified for employees to access authorized spaces. Card Badging systems work in conjunction with Mechanical Door Hardware installed by Door Hardware Contractors/Locksmiths with Electronic Locking Hardware. The Electronic Locking Hardware will be installed by Beacon. The Mechanical Door Hardware will be installed by Others. Access into/from these spaces will be controlled by Intelligent Control Panels which allow/deny access to entrances via the electronic locks installed at the doors based on the credential presented to the proximity card reader. All labor, materials, tools, and equipment required for the complete installation of this system are included in this proposal unless listed under the "Exclusions" section.

The card badging client software has been installed on (1) client-provided, Avigilon server. Beacon assumes to use the existing Avigilon server that is located at HQ.

Beacon will install wall mounted Access Control Panel(s) to accommodate all the proposed card readers with the capability for future expansion. All head-end equipment will be installed in the **New MDF**.

Beacon will provide and install:

- (1) 8-door Avigilon Access Control Panel at new MDF
- (1) Main Communication Board
- (3) Dual Card Reader Boards
- (6) Avigilon Single Gang Multi-class Card Readers
- (1) Avigilon Mullion Multi-class Card Readers
- (7) Request to Exit Motion Sensors
- Door Locking Hardware for 7 doors.
- All associated Security cabling

Beacon to install access control at doors outlined in Green and Red on prints.  
New IDF location marked in Purple.

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#### **Alternate Details / Special Notes / Assumptions**

- **ASSUMPTION:** Beacon assumes lift will be required to run cabling through building.
- **ASSUMPTION:** Beacon assumes necessary licensing is existing on client-provided Avigilon server.
- **EXCLUSION:** Beacon excludes any conduit work in this quote.

#### **Programming Expectations**

- Fire Alarm Interface for Fire Drop relay(s) will be furnished and installed by Others
- Beacon will program into existing Avigilon server.

#### **Training Expectations**

- Beacon will provide Client Training towards the close of this project. Any additional training or return trips for this purpose shall be performed by Beacon with an approved change order. Client Training includes:
  - How to setup up client on remote computers
  - How to access using Mobile App
  - How to create/remove a user
  - How to create/add a credential
  - How to create a user group
  - How to create/modify a door schedule

#### **Site Conditions**

- Office Space with drywall and 10' drop tile ceilings.
- Warehouse Space with block walls and 30-35' ceilings.

## **Submittal / Hand-off Requirements**

- Product Data Submittals
- Shop Drawings and As-Built Drawings
- Related User Manuals
- Related Software – *Card Badging System*
- Control Panel Keys – *Card Badging System*

## **EXCLUSIONS**

### **General**

- 120 VAC power in the field furnished and installed by others where required
- Connection to Client's Network (via Cat5e/Cat6 drop) furnished and installed by Others
- MDF / IDF Wall Plywood furnished and installed by Others
- All conduit, connectors, backboxes, and stub-ups furnished and installed by Others
- Sleeves from offices into corridors furnished and installed by Others
- Sleeves from corridors into Server Room(s) / MDF furnished and installed by Others
- Client to provide access to Beacon Technologies to all working areas during normal business hours (pricing below does not include after hour or weekend work)
- Client to provide trainees for installation training towards completion
- Client to provide IT support for connection to client's network, including but not limited to, providing static or dynamic IP addresses, configuring ports, etc.
- Client to provide access to the necessary equipment closets and rack/wall space within those equipment closets as required for the Video Surveillance System Headend Equipment

### **Card Badging System**

- Beacon cannot finalize this project before the following conditions are achieved at the site:
  - a. Site has Permanent Power
  - b. Site has Final Paint
  - c. Site has Active Network
  - d. Site has Permanent Doors with Permanent Door Hardware
- Client to provide access to the Avigilon Server currently housed at HQ.
- Client to provide IT support for connection to client's network, including but not limited to, providing static or dynamic IP addresses, configuring ports, etc.
- Client to provide access to the necessary equipment closets and rack/wall space within those equipment closets as required for the Card Badging System Headend Equipment
- Fire Alarm Interface for Fire Drop relay(s) will be furnished and installed by Others.
- Mechanical Door Hardware will be furnished and installed by Others.
- Licensing furnished by Client.

## Project Pricing Overview

LOW VOLTAGE SYSTEMS INSTALLATION - PRICING OVERVIEW	
Electronic Security Systems -- Card Badging and Access Control, Installation as Designed	\$ 33,300.00
<b>Project Total</b>	<b>\$ 33,300.00</b>
<b>PRICE VALID FOR 30 DAYS (INCLUDES SALES TAX)</b> After 30 Days of this Quote a Pricing Update will need to occur to ensure that Parts and Labor are at Current Market Value	

## TERMS AND CONDITIONS

### Codes and Standards

All work will be performed as specified by the Client. This installation will be compliant with the following codes and standards as well as all applicable state and local codes.

- BICSI Telecommunications installations methods
- NFPA-72, 2016 Edition, Fire Alarm Standards
- ANSI/NFPA 70 National Electric Code, 2017
- ANSI/EIA/TIA-568B.1 Commercial Building Telecommunications Cabling Standard
- ANSI/EIA/TIA-569-A Commercial Building Standard for Telecommunications Pathways & Spaces
- ANSI/EIA/TIA-606(A) the Admin. Standard for Telecommunications Infrastructure of Commercial Buildings
- ANSI/EIA/TIA-607(A) Commercial Building Grounding and Bonding Requirements for Telecommunications

### Tasks

The following represents tasks Beacon and Client have agreed that Beacon will perform within the Scope of Work:

- Beacon will conduct meetings with the client to determine necessary configuration to meet client's specifications.
- Beacon will perform all necessary installation and/or programming of the system as detailed above in compliance with information gathered from meetings held with client.
- Beacon will perform all necessary testing to ensure that the system meets the client's expressed needs.
- Beacon will perform user training and administer training to the satisfaction of the client (where applicable).
- Beacon will support manufacturer's parts warranty for all system components, in addition to any applicable structured wiring applications assurance program.

### Materials Information and Access

In order for Beacon to perform work in a timely and efficient manner, prior to beginning the work, Client will provide Beacon with the following:

- Power for system power supplies to be provided in designated location.
- Access to all areas as needed without timely delays preventing technician(s) from completing tasks.

### Definition of Completion

Work will be considered complete when the following specific conditions are met:

- All equipment has been installed to specifications.

### Assumptions

This SOW assumes the following general work conditions and limitations:

- Beacon's work will be performed during normal business hours unless otherwise specified in description of work; additional charges for after-hours services may apply.
- The work site will have active AC electric available to Beacon for the duration of the project.
- Beacon will be granted safe and available access to work site during business hours; if after-hours work is required, Client agrees to provide reasonable access.
- Beacon and Client will work together to develop a mutually agreeable installation schedule.
- Services and/or materials provided outside of this SOW will require a Change Order signed by both the Client's representative and Beacon's Project Manager for this project (specified within detailed scope of work).

### Project Specific Assumptions

- The pricing provided by Beacon for this SOW assumes that no unusual installation conditions (e.g. asbestos, protected, or secure areas, moving desks or file cabinets, etc.) exist within the installation area.
- The pricing provided by Beacon for this SOW assumes that Client will provide any floor or wall cores if required unless specified otherwise.
- Only work specified in this written SOW and material list will be performed and supplied.
- Both parties will agree upon any deviations and any adjustments will be made only with a written Change Order/Work Authorization signed by both parties.
- Idle time incurred by Beacon due to absence of non-Beacon supplied materials, required escorts, clearances, permits, inability to enter workplace or other factors beyond Beacon's control, will be billed at \$ 75.00 per man-hour plus travel time and related expenses.

### Warranty Statement

- Beacon will facilitate the manufacturer's parts warranty for all installed components of this SOW.
- Beacon additionally will supply a 1-year labor warranty for all installed components.

### Exceptions to Warranty (Labor and Material)

- Damage of equipment due to an "Act of God" is not covered under warranty.
- Warranty void if the equipment is "tampered with" and/or serviced by anyone other than Beacon's representative(s) throughout the warranty period.

### Terms of Engagement

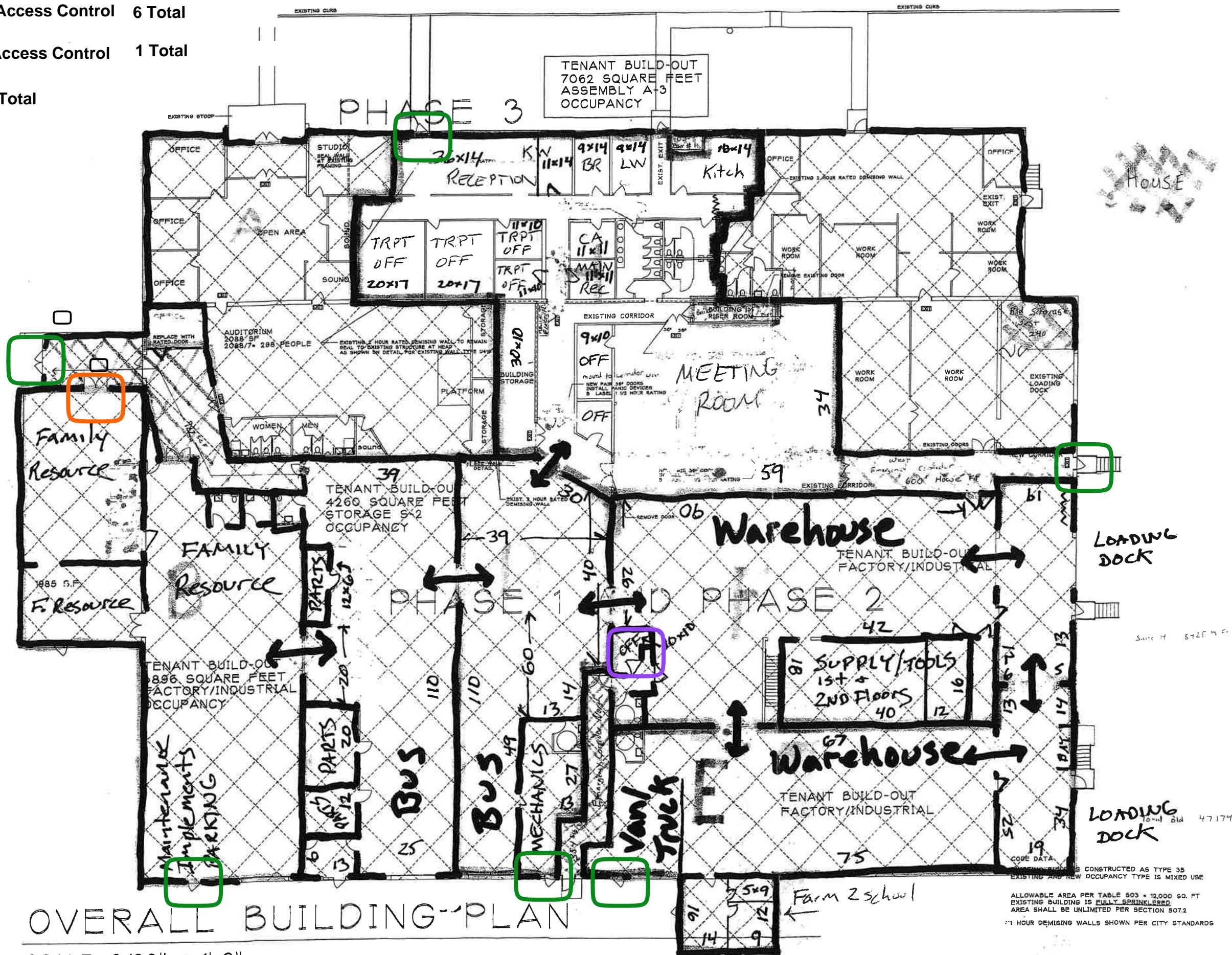
- Execution of a formal contract or issuance of a Purchase Order (PO) is a prerequisite prior to the initiation of any work or procurement of materials.
- Upon acceptance of the Scope of Work (Proposal), an initial payment of 40% of the total project cost shall become due.
- Progress Billing, equivalent to 55% of the project cost, shall be invoiced with a payment term of NET30.
- The final installment, representing 5% of the project cost, will be invoiced upon successful project completion, with a NET30 payment term.
- A late payment penalty of 1.5% per month will be assessed on all outstanding balances not settled within the NET30 timeframe.



● Exterior Access Control 6 Total

● Interior Access Control 1 Total

● MDF 1 Total



PROCON BUILDING  
 PHASE 3 - MISSION CHURCH BUILD-OUT  
 910 RIGELEY ROAD

W. Michael Stewart  
 Architect  
 1318 Tomahawk Trace Murfreesboro, Tennessee 37129

OVERALL FLOOR PLAN  
  
 OCTOBER 29, 2010  
 OCTOBER 18, 2010  
 MAY 11, 2010  
 DECEMBER 21, 2006

A-

OVERALL BUILDING PLAN

SCALE: 3/32" = 1'-0"

CONSTRUCTED AS TYPE 3B  
 EXISTING AND NEW OCCUPANCY TYPE IS MIXED USE  
 ALLOWABLE AREA PER TABLE 503 = 12,000 SQ. FT.  
 EXISTING BUILDING IS FULLY SPRINKLERED  
 AREA SHALL BE UNLIMITED PER SECTION 507.2  
 1 HOUR DEMISING WALLS SHOWN PER CITY STANDARDS

**Agenda Item Title:** Entuity Software Contract – Consent Agenda Item

**Board Meeting Date:** April 29, 2025

**Department:** Operations

**Presented by:** Trey Duke

**Board Agenda Category:**

- Consent Agenda
- Action Item
- Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, MCS recommends the purchase of Entuity software for the district's network management needs. Entuity is a comprehensive network monitoring and management tool that will help optimize the performance of our district's IT infrastructure. This software will provide real-time monitoring, data insights, and proactive issue resolution to ensure the reliability and efficiency of our network.

### Staff Recommendation

Approve the Entuity Software contract with Park Place Technologies, LLC

### Fiscal Impact

The total cost for this purchase is \$42,635.00 and includes a one-time implementation cost and an ongoing annual maintenance fee over a three-year term. The one-time cost of \$6,500.00 covers the initial software implementation and training and then district will also pay an annual fee of \$12,045.00 for continued maintenance and support. This expenditure will be funded through the general purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

# PROPOSAL

Customer: Murfreesboro City Schools  
End User:

Quote ID: 927682-0  
Quote Name: 927682-Murfreesboro City Schools - Murfreesboro City Schools  
Quote Expiry Date: 17-Apr-2025

Customer Contact: April Zavisa  
Phone:  
Email: april.zavisa@cityschools.net

Currency: USD  
Term: 36 Months  
Start Date: 30-May-2025  
End Date: 30-Apr-2028

Billing Frequency: Annual

Entuity Account Manager: Joe Lair  
Phone:  
Email: jlair@parkplacetech.com



Park Place Technologies LLC

5910 Landerbrook Drive, Ste 250  
Mayfield Heights, OH, USA  
44124  
Tel: (508) 357-6344  
Fax:  
Tax #: 06-1568954  
[www.entuity.com](http://www.entuity.com)

SKU	Description	Quantity	Unit of Measure	Frequency	Pricing Strategy	Unit Price	Extended Price
	<b>Entuity</b>	1					
	<i>Product Summary</i>						
	On-Prem Subscription (OPS) License Entuity Full Monitor and Management: 114 Managed Device(s) Entuity Basic Device Monitor: 1025 Basic Device(s) Entuity Configuration Management: 114 Managed Device(s) Includes Entuity 30 Day Quick Start - Light						
ENT-SS-MGMT	Entuity Full Monitor and Management (Subscription License & Maintenance)	114	Device	Annually	Recurring	\$100.00	\$11,400.00
ENT-SS-BASIC	Entuity Basic Device Monitor (Subscription License & Maintenance)	25	Device	Annually	Recurring	\$3.00	\$75.00
ENT-SS-CONFIG	Entuity Configuration Management (Subscription License & Maintenance)	114	Device	Annually	Recurring	\$5.00	\$570.00
ENT-PS-QS-250	Entuity 30 Day Quick Start - Light	1	Engagement	One Time	One-Time	\$6,500.00	\$6,500.00

Solution Totals		
One Time		\$6,500.00
Annually		\$12,045.00
Category Totals		
Entuity Licenses	Annual	\$12,045.00
Entuity Professional Services	One Time	\$6,500.00
Totals		
First Year	Annual	\$12,045.00
	One Time	\$6,500.00
		<b>\$18,545.00</b>
Year Two	Annual	\$12,045.00
Year Three	Annual	\$12,045.00
Grand Total		<b>\$42,635.00</b>

# PROPOSAL

Customer: Murfreesboro City Schools  
End User:

Quote ID: 927682-0  
Quote Name: 927682-Murfreesboro City Schools - Murfreesboro City Schools  
Quote Expiry Date: 17-Apr-2025

Currency: USD  
Term: 36 Months  
Start Date: 30-May-2025  
End Date: 30-Apr-2028

Billing Frequency: Annual



5910 Landerbrook Drive, Ste 250  
Mayfield Heights, OH, USA  
44124

## TERMS AND CONDITIONS; ACCEPTANCE AND PAYMENT TERMS

Customer's rights to the Entuity product referenced herein commences on the term start date referenced above and ends on the term end date. The rights of Customer with respect to the Entuity products are subject to the Entuity End User License Agreement which is located at <https://www.parkplacetechologies.com/contracts/>

By Customer signature below, Customer accepts this Proposal as issued by Park Place Technologies and agrees to the terms, provisions and conditions of the Agreement. Customer is required to submit a purchase order (unless otherwise noted above) and acknowledges that any terms contained in such purchase order that conflict with this Proposal are void and of no force and effect. Any reference to a purchase order number on an invoice is for administrative purposes only. Once executed by Customer, this Proposal should be submitted to your sales representative noted above. Submission of a purchase order accepting the quote contained in this Order Schedule constitutes agreement to the terms, provisions and conditions of the Agreement.

Payment terms are set forth above. Prices stated are exclusive of taxes, duties and similar assessments on the sale or Customer's use, which Customer agrees to pay. When applicable, Customer will provide the VAT or GST identification number(s) to Park Place Technologies. If Customer is tax exempt, Customer must provide a valid tax exemption certificate.

Entuity Support is Located at <https://support.entuity.com/hc/en-us/articles/360005945994-Licensing-for-Entuity-Entuity-v21-0-upwards>

## ACCEPTANCE BY CUSTOMER

Murfreesboro City Schools  
(CUSTOMER NAME)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
DATE

## ACKNOWLEDGEMENT BY ENTUITY

Park Place Technologies LLC  
(ENTUITY ENTITY NAME)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME & TITLE

\_\_\_\_\_  
DATE

## **ADDENDUM TO GENERAL TERMS AND CONDITIONS FOR PURCHASE OF SERVICES AGREEMENT**

This Addendum (herein "Addendum") amends the General Terms and Conditions for Purchase of Services and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Park Place Technologies, LLC (herein "Contractor") and Murfreesboro City Schools (herein "District," or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
  
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
  
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

- 4. Termination for Convenience.** Customer or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

- 5. Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
- 6. Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over Customer. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
- 7. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- 8. Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Customer fails to appropriate funds or

make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Customer, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to Customer. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

9. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
10. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
11. **Superseding the Arbitration Clause.** Notwithstanding any provision to the contrary in the Agreement, including but not limited to any arbitration clause contained within the Contractor's Terms of Service or related documents, the Parties expressly agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement, its performance, or its interpretation shall not be subject to arbitration. The Parties acknowledge that this Addendum modifies the Agreement and that no provision within the Agreement, including terms incorporated by reference, shall override or reinstate an arbitration obligation.
12. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
13. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
14. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
15. **Counterparts.** This Addendum may be executed in one or more counterparts by

Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

16. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

**Park Place Technologies**

**Murfreesboro City Schools**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

**Agenda Item Title:** Kiddom Agreement for 2025-2026 School Year

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The district is seeking approval to enter into an agreement with Kiddom, a digital learning platform that integrates curriculum, instruction, and assessment. This platform will support personalized learning, streamline lesson planning, and enhance student engagement through interactive and data-driven instruction through the Unlock Phonics platform.

### Staff Recommendation

Approve agreement with Kiddom for 2025-2026 School Year

### Fiscal Impact

The cost of the Kiddom agreement is \$26,890.00. The funding for this purchase is derived from the general-purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



### Order Form

Quote Number Q-202501-3878 Expiration Date 8/1/2026

### Service Term

Start Date 6/1/2025 End Date 5/31/2026  
Term (Months) 12 Payment Terms Up Front

### Contact Details

Ship To 2552 S Church St Murfreesboro, Tennessee 37127-6342 United States  
Company Address 77 Geary St. Floor 5 San Francisco, California 94108 United States  
Ship To Name Cathy Pressnell Rep Name Andrew Harshey  
Contact Name Cathy Pressnell Rep Email [andrew@kiddom.co](mailto:andrew@kiddom.co)  
Email [cathy.pressnell@cityschools.net](mailto:cathy.pressnell@cityschools.net)

### Product Detail

Product Name	Quantity	Term (Months)	Annual Unit Price	Total
Kiddom EL Education Unlock Phonics	4,148.00	12	\$5.00	\$20,740.00
Kiddom Online 90 Min Session	1.00	12	\$550.00	\$550.00
Yearly Setup and Support	14.00	12	\$400.00	\$5,600.00
Grand Total				\$26,890.00

### Services + Fees

Kiddom will provide the following services (the "Service(s)"):

Kiddom Software & Support:

- Unlimited access to Kiddom software
- Access to content resources
- Early access to new products and influence over new ones
- Full hosting, SSL

Onboarding/Continued Education:

- Dedicated Kiddom School Success Manager
- Periodic check-ins at a mutually agreed upon cadence
- Access to Kiddom on-demand platform providing contextualized training and success resources
- School setup and customization
- Launch webinar
- Unlimited access to Kiddom OnDemand Professional Learning portal for self-serve training needs
- Additional Synchronous Training Sessions Available Upon Request

### SAAS Service Agreement

This SaaS Services Agreement ("Agreement") is entered as of the last date of signature on this order form (the "Effective Date") between Kiddom Inc., doing business as Kiddom, with a place of business at 77 Geary Street Floor 5, San Francisco, CA 94108 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.



## Terms of Service

This Order Form is incorporated by reference and subjected to the Terms of Service Agreement set forth at <http://www.kiddom.co/tos> (the "Agreement"). Customer agrees that it is bound by the Agreement by doing one of the following:

1. Signing this Order Form and issuing a purchase order (PO).
2. Issuing a PO referencing this Order Form's quote number or attaching this Order Form to the PO - customer agrees the Agreement terms supersede the PO's terms.

## Terms & Conditions

### Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.

### Ordering Information:

Please submit your **official purchase order**, with authorized signature(s), electronically to your field specialist or [dealdesk@kiddom.co](mailto:dealdesk@kiddom.co)

#### Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal or a reference to this quote number in the notes/details section.
- Any additional special requirements for delivery.
- **Your organization's tax exempt certificate, if applicable.**
- Please direct all related inquiries to [dealdesk@kiddom.co](mailto:dealdesk@kiddom.co)

### Payment Information:

- We kindly request payment per payment terms above.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances.
- Payable in advance, subject to the terms of Section 4 herein. The amount stated here is exclusive of any taxes Customer may be required to pay.

### Marketing Information:

- Customer agrees to allow Kiddom to use their name and logo on Kiddom's website.
- Customer also agrees to participate in Kiddom marketing materials, which may include but not limited to press releases, video testimonials, written testimonials, and case studies. Kiddom agrees to obtain written consent from the Customer prior to inclusion in any marketing materials.

## Signatures

**Void - Draft Quote**

## ADDENDUM TO KIDDOM, INC. TERMS OF SERVICE

This Addendum (herein "Addendum") amends the Kiddom, Inc. Terms of Service and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Kiddom, Inc. (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of

contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

5. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to

indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

9. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.
10. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
11. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
12. **Compliance with Tenn. Code Ann. §49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
13. **Superseding the Arbitration Clause.** Notwithstanding any provision to the contrary in the Agreement, including but not limited to any arbitration clause contained within the Contractor's Terms of Service or related documents, the Parties expressly agree

that any and all disputes, claims, or controversies arising out of or relating to this Agreement, its performance, or its interpretation shall not be subject to arbitration. The Parties acknowledge that this Addendum modifies the Agreement and that no provision within the Agreement, including terms incorporated by reference, shall override or reinstate an arbitration obligation.

- 14. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
- 15. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 17. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Kiddom, Inc.

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

# Murfreesboro City School Board

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <h2 style="margin: 0;">Insurance Management</h2>	Descriptor Code: <b>3.600</b>	Issued Date: <b>10/24/23</b> Reviewed: <b>11/10/20</b>
		Rescinds: <b>PER 2</b>	Issued: <b>10/23/18</b>

1 The insurance program shall provide coverages in a minimum of the following broad categories:

- 2 1. Property: Buildings and contents against fire, extended coverage, vandalism and malicious mischief, boiler and machinery explosion; and vehicles;
- 3
- 4 2. Liability: Board members, Director of Schools and employees resulting from discharging their
- 5 duties;
- 6 3. Worker’s compensation; and
- 7 4. Fidelity: Blanket bond and fiscal agent’s bond as required by statute.

8 The Director of Schools shall continually review the insurance program to ensure that adequate  
 9 protection is being provided at a reasonable price.

10 **GROUP HEALTH**

11 The Board shall provide group health insurance for all benefit-eligible employees.<sup>1</sup> The Director of  
 12 Schools, after consultation with personnel, shall recommend carriers of insurance for programs in  
 13 which the Board makes partial or full payments. The Board shall approve all insurance carriers. The  
 14 group health insurance will be provided to benefit-eligible employees pursuant to the official plan  
 15 documents of the insurance carrier chosen. ~~Benefit-eligible employees who opt out of group health  
 16 insurance may receive a one thousand five hundred dollar (\$1,500.00) taxable incentive annually.~~

17 The Director of Schools/designee shall develop procedures to ensure the privacy of HIPAA protected  
 18 information.<sup>2</sup>

19 **GROUP LIFE INSURANCE**

20 The Board may also provide a group term life, accidental death, and dismemberment life insurance  
 21 policy to benefit-eligible employees. Any policy administered by the district will be provided pursuant  
 22 to the official plan documents of the insurance carrier chosen.

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Legal References

1. TCA 49-2-209
2. 45 CFR § 164.306, 164.316

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Cross References

Payroll Procedures 2.802

**Agenda Item Title:** Approval of Surplus Items

**Board Meeting Date:** April 29, 2025

**Department:** Finance and School Operations

**Presented by:** Trey Duke, Director of Schools

**Board Agenda Category:**

- Consent Agenda
  - Action Item
  - Reports and Information
- 

**Summary**

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

**Staff Recommendation**

Recommending approval of the surplus of the items specified within this packet.

**Fiscal Impact**

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids pending appropriate approvals.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
<i>See attached -</i>					
<i>Doug Banks has the ipads - CP</i>					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

*Spencer* School ESE Date 4-14-25  
Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

*April Zause* Date 4/14/25  
Assistant Superintendent of School Operations or Director of Technology

*Bobby W. Buckell* Date 4/14/25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Equipment</b>	<b>Tag #</b>	<b>Mfg By</b>	<b>Model</b>	<b>Serial Number</b>	<b>Value</b>
Ipad	2012	Apple	A1893	GG7XK9Z1JF8K	\$0
Ipad	994	Apple	A1673	MPRF93PH1M	\$0

Ipads will no longer update due to age

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Printer	NA	Lexmark	T630	991K2LN	\$0
Printer	954823	Lexmark	T652dn	795F0TR	}
Projector	2564	Hitachi	CP-X2011N	F1AV09334	
Computer	NA	Dell	Optiplex 3050	74NTMR2	
Computer	NA	Dell	Optiplex 3240	17SJ382	
Head	NA	Apple	MD510LL/A	DMPN028F82	
<del>Head</del>	<del>NA</del>	<del>Apple</del>	<del>A1343</del>	<del>DMPN028F82</del>	

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Sonya Cox School CLA Date 4/16/25  
Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Art Zawice Date 4-16-25  
Assistant Superintendent of School Operations or Director of Technology

Bethany Dinkell Date 4-16-25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





ESP

Attachment to AD FM6

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
* Computer	101451	Dell	Optiplex 9030 AFD	D92DX12	\$0
⊕ desk at CLESP	no tag	broken			\$0

Hard drive bad  
won't go to windows 11

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date 3/18/25

\* Assistant Superintendent of School Operations or Director of Technology \_\_\_\_\_ Date 3/20/25

Director of Schools Bobby W Duke III \_\_\_\_\_ Date 4/11/25

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
AIO Desktop	961519	Dell	7450	8LKAFW2	\$1
AIO Desktop	961322	Dell	7450	FDN29T2	\$1
AIO Desktop	961516	Dell	7450	8LKAFW2	\$1
<del>AIO Desktop</del>		<del>Dell</del>			
<del>AIO Desktop</del>		<del>Dell</del>			

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

[Signature] School Salem Elementary Date 3-11-25  
Principal

[Signature] Date 4/10/25  
Supervisor

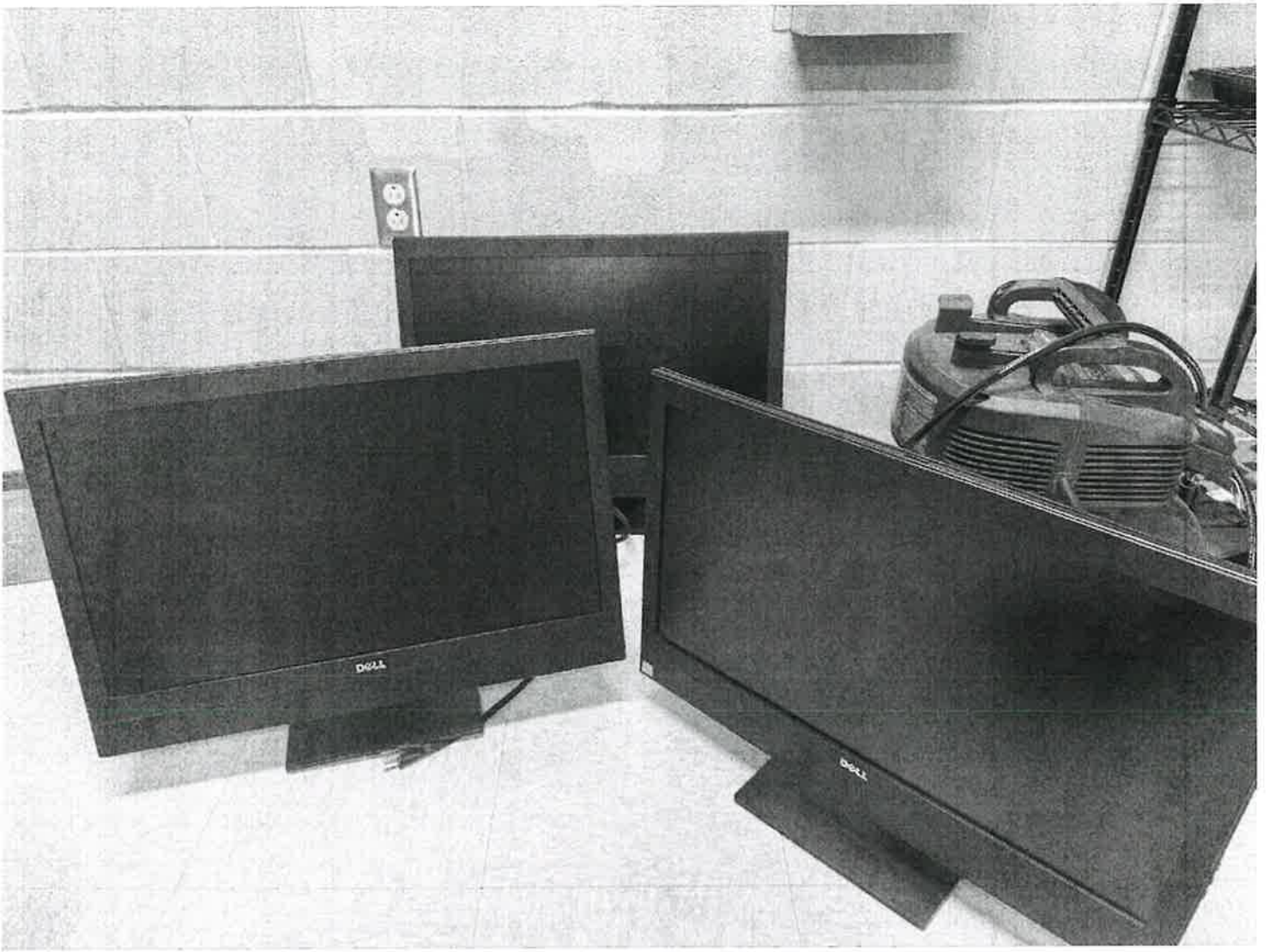
[Signature] Date 4/11/25  
Director of Schools

\_\_\_\_\_  
Board Chairman Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to principal or supervisor \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to inventory control \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to vendor \_\_\_\_/\_\_\_\_/\_\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Completed  
by IT  
department

### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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D2

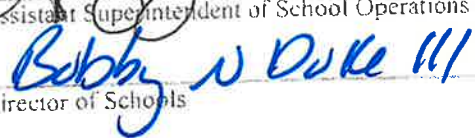
EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Smart board	2710	SMART Board	M600	C0206W182104	80
In the gym lobby.					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

 School ESE Date 11.6.24  
 Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

 Date 4/10/25  
 Assistant Superintendent of School Operations or Director of Technology

 Date 4/11/25  
 Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_\_\_; copy to principal or supervisor \_\_\_\_\_; copy to inventory control \_\_\_\_\_; copy to vendor \_\_\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
		<del>Old Dell Laptop From Finance Dept</del>		<del>not sure if it works</del>	<del>\$50</del>
		Old Apple IPAD From Finance Dept		not sure if it works	\$20



In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

School \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_

*X* Dena Thomas Date 10/9/24  
Supervisor

[Signature] Date 4/10/25  
Assistant Superintendent of School Operations or Director of Technology

Bobby R. Puckett III Date 4/11/25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
See Attached!					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above:

\_\_\_\_\_ Date 2.21.25  
 Principal *Christy Robinson* School JPE

\_\_\_\_\_ Date 4/10/25  
 Supervisor *A. Bawie*

\_\_\_\_\_ Date 4/11/25  
 Director of Schools *Bobby W Duke III*

\_\_\_\_\_ Date \_\_\_\_\_  
 Board Chairman

For inventory control use: copy to central office receiving \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to principal or supervisor \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to inventory control \_\_\_\_/\_\_\_\_/\_\_\_\_; copy to vendor \_\_\_\_/\_\_\_\_/\_\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Item Type	Make	Model	Serial Number	Asset Tag	Tag Color	Working?
Smart Board	ClearTouch	6065U	40180811002069	5972	green	No
Smart Board	ClearTouch	6065U	40171205000212	5744	green	No
Smart Board	ClearTouch	6065U	40171205000280	5745	green	No
Smart Board	Quomo	QIT 1065 Pro	P65UG11U13A0094	N/A	N/A	No
TV	Vizio	VX42L HDTV10A	lspamah2541137	N/A	N/A	Yes
TV	Vizio	VX42L HDTV10A	lspamah2541397	N/A	N/A	Yes
Smart Board	ClearTouch	6065U	40180811002014	5979	green	No
Smart Board	ClearTouch	6065U	40180120000470	5746	green	No
Laptop	Dell	Lattitude 3340	6llm782	4695	Green	No
Laptop	Dell	Lattitude 3340	8mlm782	4657	Green	No
Laptop	Dell	Lattitude 3340	3slm782	4755	Green	No
Laptop	Dell	Lattitude 3340	4blm782	4660	Green	No
Laptop	Dell	Lattitude 3340	4mlm782	4673	Green	No
Laptop	Dell	Lattitude 3340	cnlm782	4696	Green	No
Laptop	Dell	Lattitude 3340	3blm782	4664	Green	No
Laptop	Dell	Lattitude 3340	3plm782	4689	Green	No
Laptop	Dell	Lattitude 3340	1mlm782	4691	Green	No
Laptop	Dell	Lattitude 3340	5nlm782	4705	Green	No
Laptop	Dell	Lattitude 3340	3qlm782	4729	Green	No
Laptop	Dell	Lattitude 3340	1bw5f32	N/A		No
Laptop	Dell	Lattitude 3340	flm782	N/A		No
Laptop	Dell	Lattitude 3340	hplm782	4737	green	No
Laptop	Dell	Lattitude 3340	1plm782	4707	green	No
Laptop	Dell	Lattitude 3340	fqlm782	4745	green	No
Laptop	Dell	Lattitude 3340	2qlm782	4752	green	No
Laptop	Dell	Lattitude 3340	8qlm782	4735	green	No
Laptop	Dell	Lattitude 3340	49w5f32	13-003900	White	No
Laptop	Dell	Lattitude 3340	cbw5f32	13-003923	White	No
Laptop	Dell	Lattitude 3340	79w5f32	13-003903	White	No
Laptop	Dell	Lattitude 3340	1nlm782	4693	green	No
Laptop	Dell	Lattitude 3340	bnlm782	4710	green	No
Laptop	Dell	Lattitude 3340	89w5f32	13-003904	White	No
Laptop	Dell	Lattitude 3340	3rlm782	4741	green	No
Laptop	Dell	Lattitude 3340	8bw5f32	13-003920	White	No
Laptop	Dell	Lattitude 3340	dllm782	4698	green	No
Laptop	Dell	Lattitude 3340	bqlm782	4765	green	No
Laptop	Dell	Lattitude 3340	99w5f32	13-003905	White	No
Laptop	Dell	Lattitude 3340	gbw5f32	13-003926	White	No
Laptop	Dell	Lattitude 3340	g9w5f32	13-003910	White	No
Laptop	Dell	Lattitude 3340	j9w5f32	13-003912	White	No
Laptop	Dell	Lattitude 3340	6plm782	4767	green	No
Laptop	Dell	Lattitude 3340	cblm782	4655	green	No
Laptop	Dell	Lattitude 3340	j9lm782	4704	green	No

Laptop	Dell	Lattitude 3340	c9w5f32	13-003907	White	No
Laptop	Dell	Lattitude 3340	7bw5f32	13-003919	White	No
Laptop	Dell	Lattitude 3340	69w5f32	13-003902	White	No
Laptop	Dell	Lattitude 3340	3bw5f32	13-003915	White	No
Laptop	Dell	Lattitude 3340	2blm782	4662	green	No
Laptop	Dell	Lattitude 3340	10fh832	13-003860	White	No
Laptop	Dell	Lattitude 3340	7qlm782	4723	green	No
Laptop	Dell	Lattitude 3340	frlm782	4724	green	No
Laptop	Dell	Lattitude 3340	8plm782	4763	green	No
Laptop	Dell	Lattitude 3340	7nlm782	4700	green	No
Laptop	Dell	Lattitude 3340	7plm782	4762	green	No
Laptop	Dell	Lattitude 3340	6mlm782	13-004075	White	No
Laptop	Dell	Lattitude 3340	fmlm782	4680	green	No
Laptop	Dell	Lattitude 3340	d9lm782	4665	green	No
Laptop	Dell	Lattitude 3340	jqlm782	4727	green	No
Laptop	Dell	Lattitude 3340	bbw5f32	13-003922	White	No
Laptop	Dell	Lattitude 3340	bplm782	4949	green	No
Laptop	Dell	Lattitude 3340	jmlm782	4679	green	No
Laptop	Dell	Lattitude 3340	49lm782	4661	green	No
Laptop	Dell	Lattitude 3340	2slm782	4738	green	No
Laptop	Dell	Lattitude 3340	1slm782	4722	green	No
Laptop	Dell	Lattitude 3340	dplm782	4759	green	No
Laptop	Dell	Lattitude 3340	4rlm782	4749	green	No
Laptop	Dell	Lattitude 3340	gnlm782	4719	green	No
Laptop	Dell	Lattitude 3340	b9w5f32	13-003906	White	No
Laptop	Dell	Lattitude 3340	hbw5f32	13-003927	White	No
Laptop	Dell	Lattitude 3340	4bw5f32	13-003916	White	No
Laptop	Dell	Lattitude 3340	h9w5f32	13-003911	White	No
Laptop	Dell	Lattitude 3340	d9w5f32	13-003908	White	No
Laptop	Dell	Lattitude 3340	f9w5f32	13-003909	White	No
Laptop	Dell	Lattitude 3340	cqlm782	4764	green	No
Laptop	Dell	Lattitude 3340	69lm782	4652	green	No
Laptop	Dell	Lattitude 3340	dqlm782	4748	green	No
Laptop	Dell	Lattitude 3340	5bw5f32	13-003917	White	No
Laptop	Dell	Lattitude 3340	gplm782	4728	green	No
Laptop	Dell	Lattitude 3340	6blm782	4672	green	No
Laptop	Dell	Lattitude 3340	5qlm782	4751	green	No
Laptop	Dell	Lattitude 3340	7rlm782	4744	green	No
Laptop	Dell	Lattitude 3340	cllm782	4701	green	No
Laptop	Dell	Lattitude 3340	3nlm782	4669	green	No
Laptop	Dell	Lattitude 3340	9mlm782	4697	green	No
Laptop	Dell	Lattitude 3340	89lm782	4717	green	No
Laptop	Dell	Lattitude 3340	brlm782	4768	green	No
Laptop	Dell	Lattitude 3340	6bw5f32	13-003918	White	No

Laptop	Dell	Lattitude 3340	b9lm782	4716	green	No
Laptop	Dell	Lattitude 3340	hrlm782	4747	green	No
Laptop	Dell	Lattitude 3340	jllm782	4650	green	No
Laptop	Dell	Lattitude 3340	59w5f32	13-003901	White	No
Laptop	Dell	Lattitude 3340	gmlm782	4712	green	No
Laptop	Dell	Lattitude 3340	7llm782	4663	green	No
Laptop	Dell	Lattitude 3340	2mlm782	4708	green	No
Laptop	Dell	Lattitude 3340	grlm782	4766	green	No
Laptop	Dell	Lattitude 3340	jplm782	4742	green	No
Laptop	Dell	Lattitude 3340	5blm782	4649	green	No
Laptop	Dell	Lattitude 3340	dnlm782	4713	green	No
Laptop	Dell	Lattitude 3340	fplm782	4756	green	No
Laptop	Dell	Lattitude 3340	g9lm782	4659	green	No
Desktop	Apple	A1208	W87102HUVUX	956440	Blue	No
Desktop	Apple	A1208	W87102DLVUX	N/A		No
Desktop	Apple	A1208	W87102J2VUX	956430	Blue	No
Desktop	Apple	A1208	W87101GFVUX	956695	Blue	No
Desktop	Apple	A1208	W87101DJVUX	956488	Blue	No
Desktop	Apple	A1208	W871026EVUX	956412	Blue	No

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Surplus 10ft Patio Umbrellas					\$100.00 ?
(22)					
					\$449.99 purchased new
					7/30/23 not used
					15 still in boxes -
					7 out of boxes -

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

School \_\_\_\_\_ Date \_\_\_\_\_

Principal Jayn Saunders Date 4/9/25

Supervisor [Signature] Date 4/11/25

Assistant Superintendent of School Operations or Director of Technology \_\_\_\_\_

Bobby Dutton Date 4/14/25

Director of Schools \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

MURFREESBORO CITY SCHOOLS

Vendor Key	Vendor Name	Check Date	Check Number	Check Total
AMAZON C000	AMAZON CAPITAL SERVICES	08/21/2023	12397	\$21,223.57

Invoice Number	Invoice Description	PO Number	Invoice Date	Gross Amt	Discount Amt	Adjustment Amt	Net Amt
	outdoor classrooms. One per raised bed.						
<b>Totals</b>				\$21,223.57	\$0.00	\$0.00	\$21,223.57

*15 in Boxes -  
The rest @  
out @  
Boxes*

**MURFREESBORO CITY SCHOOLS**  
DEPT. OF NUTRITION  
2552 S. CHURCH STREET  
MURFREESBORO, TN 37127-7135  
615-893-2313 FAX 615-893-2352

PINNACLE NATIONAL BANK  
150 3RD AVE S  
NASHVILLE, TN 37201  
87-863/640

12397 12397

Check Date 08/21/2023  
Check Amount \$21,223.57

Pay **\*\*Twenty-One Thousand Two Hundred Twenty-Three Dollars & 57 Cents**

VOID AFTER 90 DAYS

To the Order Of: **AMAZON CAPITAL SERVICES**  
PO BOX 035184  
SEATTLE, WA 98124-5184

*Bobby W. Duke III*  
*Bretl Cay*  
VOID after 90 days

**MURFREESBORO CITY SCHOOLS**

Vendor Key	Vendor Name	Check Date	Check Number	Check Total
AMAZON C000	AMAZON CAPITAL SERVICES	08/21/2023	12396	\$0.00

Invoice Number	Invoice Description	PO Number	Invoice Date	Gross Amt	Discount Amt	Adjustment Amt	Net Amt
141V-33VW-VMH0	Steel outdoor garden benches for F2S outdoor classrooms. Quantity differs per school.	3002400043	07/28/2023	9,359.48	0.00	0.00	9,359.48
19FP-7HRV-C1RD	10 ft Cantilevered Umbrellas with base for F2S outdoor classrooms. One per raised bed.	3002400036	07/30/2023	10,349.77	0.00	0.00	10,349.77
1FWF-W16Y-FYR	SCHOOL SUPPLIES FOR CAFETERIAS	3002400082	08/10/2023	300.23	0.00	0.00	300.23
1FWF-W16Y-FYR 1	Toner, drum kits for printers, desk calendars, digital thermometers, laser thermometers, and other office supplies for kitchens.	3002400083	08/10/2023	508.18	0.00	0.00	508.18
1HJH-DHND-CNG	8 insulated food carriers for the off-site Pre-K	3002400078	08/04/2023	255.92	0.00	0.00	255.92
1JFW-WKDL-14FV	10 ft Cantilevered Umbrellas with base for F2S	3002400036	07/30/2023	449.99	0.00	0.00	449.99
<b>Totals</b>							

**MURFREESBORO CITY SCHOOLS**  
 DEPT. OF NUTRITION  
 2552 S. CHURCH STREET  
 MURFREESBORO, TN 37127-7135  
 615-893-2313 FAX 615-893-2352

PINNACLE NATIONAL BANK  
 150 3RD AVE S  
 NASHVILLE, TN 37201  
 87-863/640

CHECK NUMBER 12396 12396

Check Date 08/21/2023  
 Check Amount \$0.00

Pay VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*VOID\*\*\*\*

NON-NEGOTIABLE  
 CONTINUATION VOID CHECK

To the Order Of: **AMAZON CAPITAL SERVICES**  
 PO BOX 035184  
 SEATTLE, WA 98124-5184

Void after 90 days

⑈012396⑈ ⑆064008637⑆ ⑈5003318⑈

PO DATE
07/13/2023

**MURFREESBORO CITY SCHOOLS**

2552 SOUTH CHURCH STREET  
MURFREESBORO, TN 37127

PHONE: 615-893-2313  
FAX: 615-893-2352  
TAX ID: 621823874

PRINTED 07/18/2023

PURCHASE ORDER NUMBER
3002400036

VENDOR KEY : AMAZON C000  
SHIP DATE : 07/13/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : SAUNDJAC000  
ORIGINAL REQ # : 0000077726

**VENDOR:**  
AMAZON CAPITAL SERVICES  
PO BOX 035184  
SEATTLE, WA 98124-5184

**SHIP TO:**  
MCS DEPT. OF NUTRITION

ATTN: JACLYN SAUNDERS

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
24	EACH	10 ft Cantilevered Umbrellas with base for shading Farm to School classrooms. One per raised bed.	449.99000	10,799.76
<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>				
		<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	
		143 E 73100 710 000 00000 999	10,799.76	
<p>15 delivered on July 27th                      1 delivered on Aug. 2nd                      1 delivered on Aug. 3rd                      (i) Final umbrella delivered on 8/11/23                      Ordered 7/19/23</p>				
			<b>PAGE TOTAL</b>	10,799.76
			<b>TOTAL</b>	10,799.76

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.



### Important messages about items in your Cart:

#### 2 items in your Saved Items have changed price.

Items in your Shopping Cart will always reflect the most recent price displayed on their product detail pages.

- Scotch Heavy Duty Packaging Tape, 1.88" x 22.2 yd, Designed for Packing with Scotch Box Lock Packaging Tape, 6 Rolls has decreased from \$38.25 to \$37.34
- Pentel® EnerGel™ Deluxe RTX Retractable Pens, Needle Point, 0.7 mm, Blue Barrel, Blue Ink, Pack Of 12 Pens has decreased from \$22.24 to \$17.64

#### 2 items in your Saved Items have changed price.

Items in your Shopping Cart will always reflect the most recent price displayed on their product detail pages.

- The Green Frogs: A Korean Folktale has increased from \$5.99 to \$6.21
- SUPERIOR POPCORN Majestic Popcorn Machine- Commercial Style Popcorn Popper Machine-Makes Approx. 7.5 Gallons Per Batch (16 oz.) has increased from \$331.95 to \$393.95



### Lacie, don't forget to check out with Pay by Invoice.

The purchasing line that lets you buy now and pay later.

## Shopping Cart

Your order qualifies for FREE Shipping.  
Choose this option at checkout. See details



JEAREY 10FT Square Cantilever Patio Umbrella Double Top Roating Outdoor

**\$449.99**

Business Savings: \$10.00 (2%)

Business Price

In Stock

Eligible for FREE Shipping

This is a gift Learn more

Size: 10FT

Color: NAVY

24

Delete

Save for later

Compare with similar items

Share

Coupon Clipped  
Save 15%

Subtotal (24 items): **\$10,799.76**

This order contains a gift

Proceed to checkout

### Quantity Discounts to consider



Ailun 2Pack Screen Protector Compatible...  
15,014

\$9.87

Add to Cart



Duck Brand Bubble Wrap Roll, Original...  
29,921

\$25.99

Add to Cart



Ailun Glass Screen Protector for iPhone...  
73,588

\$7.86

Add to Cart



Amazon Basics Perforated Bubble...  
5,796

\$20.35

Add to Cart

Subtotal (24 items): **\$10,799.76**

## Your Items

Saved for later (71 items)

Buy it again



Cordking Designed for iPhone 12 Case, Designed for iPhon...



Erasable Gel Pens 0.7mm, KERIFI Blue Heat Erasable Fi...

<b>PO DATE</b>
<b>07/13/2023</b>

**MURFREESBORO CITY SCHOOLS**

2552 SOUTH CHURCH STREET  
MURFREESBORO, TN 37127

PHONE: 615-893-2313  
FAX: 615-893-2352  
TAX ID: 621823874

<b>PURCHASE ORDER NUMBER</b>
<b>3002400036</b>

VENDOR KEY : AMAZON C000  
SHIP DATE : 07/13/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : SAUNDJAC000  
ORIGINAL REQ # : 0000077726

PRINTED 07/31/2023  
\*REPRINTED PO\*

**VENDOR:**  
AMAZON CAPITAL SERVICES  
PO BOX 035184  
SEATTLE, WA 98124-5184

**SHIP TO:**  
MCS DEPT. OF NUTRITION

ATTN: JACLYN SAUNDERS

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
24	EACH	10 ft Cantilevered Umbrellas with base for shading Farm to School classrooms. One per raised bed.	449.99000	10,799.76
<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>				
		<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	
		143 E 73100 710 000 00000 999	10,799.76	
			<b>PAGE TOTAL</b>	10,799.76
			<b>TOTAL</b>	10,799.76

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

**Invoice summary** *Payment due by September 07, 2023*

Item subtotal before tax	\$ 449.99
Shipping & handling	\$ 23.08
Promos & discounts	(\$ 23.08)
<b>Total before tax</b>	<b>\$ 449.99</b>
Tax	\$ 0.00
<b>Amount due</b>	<b>\$ 449.99 USD</b>

**Account #** A3LJLBAQS8NBAE  
**Payment terms** Net 30

**Purchase date** 19-Jul-2023  
**Purchased by** Lacie Young  
**PO #** 3002400036

**Registered business name**  
 Murfreesboro City Schools

**Bill to**  
 Murfreesboro City Schools  
 Melinda Fee  
 2552 S Church St  
 Murfreesboro, TN 37127

**Ship to**  
 Sandy Scheele  
 2552 S CHURCH ST  
 MURFREESBORO, TN 37127-6342

**Pay by**

**Electronic funds transfer (EFT/ACH/Wire)**

**Account name** Amazon Capital Services, Inc.  
**Bank name** Wells Fargo Bank  
**ACH routing # (ABA)** 121000248  
**Bank account # (DDA)** 41630410165848741  
**SWIFT code (wire transfer)** WFBUS6S

**Check**

Amazon Capital Services  
 PO Box 035184  
 Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
 Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

**Invoice details**

Description	Qty	Unit price	Item subtotal before tax	Tax
1 JEAREY 10FT Square Cantilever Patio Umbrella Double Top Roating Outdoor Offset Umbrella Heavy Duty Sun Umbrella for Patio Lawn Garden Backyard and Poo ASIN: B09N926NW8 Sold by: HangZhou AoDu WangLuo KeJiYouXianGongSi Order # 114-2996222-7740213	1	\$449.99	\$449.99	0.000%
2 Shipping & handling			\$23.08	0.000%
3 Promotions & discounts			(\$23.08)	0.000%

**Total before tax** \$449.99  
**Tax** \$0.00

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

### Invoice summary

Payment due by August 29, 2023

Item subtotal before tax	\$ 10,349.77
Shipping & handling	\$ 530.87
Promos & discounts	(\$ 530.87)
Total before tax	\$ 10,349.77
Tax	\$ 0.00
<b>Amount due</b>	<b>\$ 10,349.77 USD</b>

### Pay by

#### Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.  
Bank name Wells Fargo Bank  
ACH routing # (ABA) 121000248  
Bank account # (DDA) 41630410165848741  
SWIFT code (wire transfer) WFBUS6S

#### Check

Amazon Capital Services  
PO Box 035184  
Seattle, WA 98124-5184

Account # A3LJLBAQS8NBAE

Payment terms Net 30

Purchase date 19-Jul-2023

Purchased by Lacie Young

PO # 3002400036

#### Registered business name

Murfreesboro City Schools

#### Bill to

Murfreesboro City Schools  
Melinda Fee  
2552 S Church St  
Murfreesboro, TN 37127

#### Ship to

Sandy Scheele  
2552 S CHURCH ST  
MURFREESBORO, TN 37127-6342

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

### Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 JEAREY 10FT Square Cantilever Patio Umbrella Double Top Roating Outdoor Offset Umbrella Heavy Duty Sun Umbrella for Patio Lawn Garden Backyard and Poo ASIN: B09N926NW8 Sold by: HangZhou AoDu WangLuo KeJiYouXianGongSi Order # 114-2996222-7740213	15	\$449.99	\$6,749.85	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
2 JEAREY 10FT Square Cantilever Patio Umbrella Double Top Roating Outdoor Offset Umbrella Heavy Duty Sun Umbrella for Patio Lawn Garden Backyard and Poo ASIN: B09N926NW3 Sold by: HangZhou AoDu WangLuo KeJiYouXianGongSi Order #: 114-2996222-7740213	7	\$449.99	\$3,149.93	0.000%
3 JEAREY 10FT Square Cantilever Patio Umbrella Double Top Roating Outdoor Offset Umbrella Heavy Duty Sun Umbrella for Patio Lawn Garden Backyard and Poo ASIN: B09N926NW3 Sold by: HangZhou AoDu WangLuo KeJiYouXianGongSi Order #: 114-2996222-7740213	1	\$449.99	\$449.99	0.000%
4 Shipping & handling			\$530.87	0.000%
5 Promotions & discounts			(\$530.87)	0.000%
			<b>Total before tax</b>	<b>\$10,349.77</b>
			<b>Tax</b>	<b>\$0.00</b>
			<b>Amount due</b>	<b>\$10,349.77</b>

**FAQs**

**How is tax calculated?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202036190](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190)

**How are digital products and services taxed?**

Visit [https://www.amazon.com/gp/help/customer/display.html/ref=hp\\_leftv4\\_sib?ie=UTF8&nodeId=202074670](https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670)

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Surplus Park Benches					\$50.00 each
	(45)				
					\$199.99 purchased
					new 7/28/23 - been
					exposed to weather
					for 1 1/2 years -

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

\_\_\_\_\_  
School \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_ Date 4/9/25

Supervisor *[Signature]* \_\_\_\_\_ Date 4/11/25

Assistant Superintendent of School Operations or Director of Technology \_\_\_\_\_ Date 4/15/25

Director of Schools *[Signature]* \_\_\_\_\_ Date \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Dena Thomas**

---

**From:** Jaclyn Saunders  
**Sent:** Thursday, March 27, 2025 7:48 AM  
**To:** Dena Thomas  
**Subject:** Benches

Don would like to hold onto 6 benches. The rest can be sold.

Jaclyn Saunders  
Supervisor of School Nutrition  
Murfreesboro City Schools  
615-893-2313 ext. 10043

1 - went to ES

52 - New  
1 - ES  
6 - Don  

---

45 sell on  
Gooddeals

MURFREESBORO CITY SCHOOLS

Vendor Key	Vendor Name	Check Date	Check Number	Check Total
AMAZON C000	AMAZON CAPITAL SERVICES	08/21/2023	12397	\$21,223.57

Invoice Number	Invoice Description	PO Number	Invoice Date	Gross Amt	Discount Amt	Adjustment Amt	Net Amt
	outdoor classrooms. One per raised bed.						
<b>Totals</b>				\$21,223.57	\$0.00	\$0.00	\$21,223.57

**MURFREESBORO CITY SCHOOLS**  
 DEPT. OF NUTRITION  
 2552 S. CHURCH STREET  
 MURFREESBORO, TN 37127-7135  
 615-893-2313 FAX 615-893-2352

PINNACLE NATIONAL BANK  
 150 3RD AVE S  
 NASHVILLE, TN 37201  
 87-863/640

12397 12397

Check Date    Check Amount  
 08/21/2023    \$21,223.57

Pay **\*\*Twenty-One Thousand Two Hundred Twenty-Three Dollars & 57 Cents**

VOID AFTER 90 DAYS

To the Order Of: **AMAZON CAPITAL SERVICES**  
 PO BOX 035184  
 SEATTLE, WA 98124-5184

*Bobby W. Dute III*  
*Bretl Cay*  
 after 90 days

**MURFREESBORO CITY SCHOOLS**

Vendor Key	Vendor Name	Check Date	Check Number	Check Total
AMAZON C000	AMAZON CAPITAL SERVICES	08/21/2023	12396	\$0.00

Invoice Number	Invoice Description	PO Number	Invoice Date	Gross Amt	Discount Amt	Adjustment Amt	Net Amt
141V-33VW-VMH	Steel outdoor garden benches for F2S outdoor classrooms. Quantity differs per school.	3002400043	07/28/2023	9,359.48	0.00	0.00	9,359.48
19FP-7HRV-C1R	10 ft Cantilevered Umbrellas with base for F2S outdoor classrooms. One per raised bed.	3002400036	07/30/2023	10,349.77	0.00	0.00	10,349.77
1FWF-W16Y-FYR	SCHOOL SUPPLIES FOR CAFETERIAS	3002400082	08/10/2023	300.23	0.00	0.00	300.23
1FWF-W16Y-FYR 1	Toner, drum kits for printers, desk calendars, digital thermometers, laser thermometers, and other office supplies for kitchens.	3002400083	08/10/2023	508.18	0.00	0.00	508.18
1HJH-DHND-CNG	8 insulated food carriers for the off-site Pre-K	3002400078	08/04/2023	255.92	0.00	0.00	255.92
1JFW-WKDL-14F	10 ft Cantilevered Umbrellas with base for F2S	3002400036	07/30/2023	449.99	0.00	0.00	449.99
<b>Totals</b>							

**MURFREESBORO CITY SCHOOLS**  
 DEPT. OF NUTRITION  
 2552 S. CHURCH STREET  
 MURFREESBORO, TN 37127-7135  
 615-893-2313 FAX 615-893-2352

PINNACLE NATIONAL BANK  
 150 3RD AVE S  
 NASHVILLE, TN 37201  
 87-863/640

12396 12396

Check Date Check Amount  
 08/21/2023 \$0.00

Pay VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*VOID\*\*\*

NON-NEGOTIABLE  
 CONTINUATION VOID CHECK

To the Order Of: **AMAZON CAPITAL SERVICES**  
 PO BOX 035184  
 SEATTLE, WA 98124-5184

Void after 90 days

⑈012396⑈ ⑆064008637⑆ ⑈5003318⑈

PO DATE
07/20/2023

# MURFREESBORO CITY SCHOOLS

2552 SOUTH CHURCH STREET  
MURFREESBORO, TN 37127

PHONE: 615-893-2313  
FAX: 615-893-2352  
TAX ID: 621823874

PRINTED 07/26/2023

PURCHASE ORDER NUMBER
3002400043

VENDOR KEY : AMAZON C000  
SHIP DATE : 07/20/2023  
FISCAL YEAR : 2023-2024  
ENTERED BY : SAUNDJAC000  
ORIGINAL REQ # : 0000077863

**VENDOR:**  
AMAZON CAPITAL SERVICES  
PO BOX 035184  
SEATTLE, WA 98124-5184

**SHIP TO:**  
MCS DEPT. OF NUTRITION

ATTN: JACLYN SAUNDERS

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
56	EACH	Steel outdoor garden benches for F2S outdoor classrooms. Quantity differs per school.	180.00000	10,080.00
<b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b>				
		<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	
		143 E 73100 710 000 00000 999	10,080.00	
<i>Delivered Aug. 4th, 2023</i>				
<i>ordered 7/26/23</i>				
			<b>PAGE TOTAL</b>	10,080.00
			<b>TOTAL</b>	10,080.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

*\$ 9359.48*

For customer support, visit [www.amazon.com/contact-us](http://www.amazon.com/contact-us).

**Invoice summary**

*Payment due by August 27, 2023*

Item subtotal before tax	\$ 9,359.48
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
 Total before tax	 \$ 9,359.48
Tax	\$ 0.00

**Amount due \$ 9,359.48 USD**

**Pay by**

**Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.  
 Bank name Wells Fargo Bank  
 ACH routing # (ABA) 121000248  
 Bank account # (DDA) 41630410165848741  
 SWIFT code (wire transfer) WFBIUS6S

**Check**

Amazon Capital Services  
 PO Box 035184  
 Seattle, WA 98124-5184

**Account #** A3LJLBAQS8NBAE

**Payment terms** Net 30

**Purchase date** 26-Jul-2023

**Purchased by** Lacie Young

**PO #** 30024000043

**Registered business name**

Murfreesboro City Schools

**Bill to**

Murfreesboro City Schools  
 Melinda Fee  
 2552 S Church St  
 Murfreesboro, TN 37127

**Ship to**

Sandy Scheele  
 2552 S CHURCH ST  
 MURFREESBORO, TN 37127-6342

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or  
 Email [ar-businessinvoicing@amazon.com](mailto:ar-businessinvoicing@amazon.com) to submit your remittance detail.

**Invoice details**

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Grand patio Outdoor Bench Garden Bench with Steel Armrests and Seat, Bench with Aluminum Back for Outdoors Lawn Yard Porch, Northwoods Brown	52	\$179.99	\$9,359.48	0.000%
ASIN: B09VG7CV73 Sold by: SUNNY PIONEER LIMITED				
Order # 114-2835269-5733063				

Total before tax \$9,359.48  
 Tax \$0.00

**Amount due \$9,359.48**



## QUOTATION

Issued for: Murfreesboro City Schools  
 Quote Issued: 7/18/2023, 8:59:41 PM (CDT)  
 Quote expires: 7/31/2023, 10:59:00 AM (CDT)  
 Delivery Zip code: 37127

Issued by  
 SUNNY PIONEER  
 Amazon Account Manager  
 Emily Devin  
 P: 781/929-1683  
 Emaildeviemil@amazon.com

**Quote Total (excl. Tax): \$9359.48**

S.No.	Brand	Product	QTY	Unit Price	Total (excl. Tax)
1	Grand patio	B09VG7CV73 Grand patio Outdoor Bench Garden Bench with Steel Armrests and Seat, Bench with Aluminum Back for Outdoors Lawn Yard Porch, Northwoods Brown	52	\$179.99	\$9359.48
SHIPPING/HANDLING					\$0.00
<b>Quote Total</b>					<b>\$9359.48</b>

[Terms & Conditions \(Spot Buy Section\)](#)

Price and availability are only valid until the offer expires and can be revoked by the seller until the quote is accepted



Bulk ordering / Quote results

QUOTES RECEIVED

deviemil\_A109KTK767JV9O\_1689339269281

(Quote #d471c2a5-5690-4b2f-bef4-2cc6e7f62a7d\_1689339272918)

Subtotal (52): **\$7,019.48**

Offer expires Jul 31, 2023 10:59 AM (CDT)

Proceed to checkout

Jul 14 Created request  
Expected purchase by: Jul 19, 2023 10:59 PM (CDT)  
Deliver by: Jul 24, 2023 10:59 PM (CDT)  
Delivery zip code: 37127



Grand patio Garden Bench, Outdoor Benches with Anti-Rust Steel Metal...  
690 ratings  
(Quotes for similar items accepted)

Requested Quantity: 52  
Target price/ea: \$150.00 (+/- 20%)

Jul 18 Sent to suppliers for quoting

Jul 19 Supplier quotes due  
2 offers received

Review and purchase



**\$7,019.48** Quantity: 52  
**\$134.99 each**  
& **FREE Shipping**  
Arrives: **Aug 3 - 8**  
You save \$2,764.32 (28%)

Offer expires Jul 31, 2023 10:59 AM (CDT)  
Ships and sold by Grand Patio.  
79% positive (754 seller ratings)

Download quote

+ Expand detailed history

Current Amazon Business Offer

Prior to purchase, availability of this offer may change.



**\$9,783.80** Quantity: 52  
**\$188.15 each**  
& **FREE Shipping**  
Arrives: **Aug 2 - 3**

Ships and sold by Grand Patio.  
79% positive (754 seller ratings)

Download quote

Similar items (1)



Grand patio Outdoor Bench Garden Bench with Steel Armrests and Seat...  
268 ratings

Requested Quantity: 52



**\$9,359.48** Quantity: 52  
**\$179.99 each**  
& **FREE Shipping**  
Arrives: **Aug 3 - 7**  
You save \$424.32 (4%)

Offer expires Jul 31, 2023 10:59 AM (CDT)  
Ships and sold by SUNNY PIONEER.  
87% positive (201 seller ratings)

Download quote

## SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on section 49-6-2007 of the Tennessee Code Annotated:

(d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than two hundred fifty dollars (\$250).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	Tag #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad - smashed	102440	Apple		MAFFGL5Q1GC	Ø
iPad - won't turn on	102509	Apple			Ø

In accordance with TCA 49-6-2007 (d)1 and (d)2, we the undersigned authorize disposal of the items listed above.

SCHOOL ESP date \_\_\_\_\_

Principal \_\_\_\_\_ date \_\_\_\_\_

Supervisor \_\_\_\_\_ date 3/26/25

Director of Schools Bobby Duke III date 4/23/25 April Zawis 3/26/25

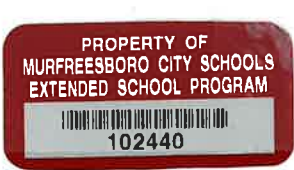
Board Chairman \_\_\_\_\_ date \_\_\_\_\_

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING \_\_\_\_/\_\_\_\_/\_\_\_\_ COPY TO PRINCIPAL OR SUPERVISOR \_\_\_\_/\_\_\_\_/\_\_\_\_

COPY TO INVENTORY CONTROL \_\_\_\_/\_\_\_\_/\_\_\_\_ COPY TO VENDOR \_\_\_\_/\_\_\_\_/\_\_\_\_

NOTES ON DISPOSAL METHOD: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Computer	960260	Dell	OPTIPLEX 7440 A21	BlcKK Bc2	#0
Computer	961359	Dell	OPTIPLEX 7450 A21	GPRP 2W2	#0
Doug Burks will dispose when approved					

Wish to update to windows 11  
Wish to update to windows 11

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Andy School Scales Date 3/24/25  
Principal

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

April Bawson Date 3/26/25  
Assistant Superintendent of School Operations or Director of Technology

Bobbi Duke Date 4/23/25  
Director of Schools

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SURPLUS PROPERTY DISPOSAL FORM (SPDF)**

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Dell computer	100705	Dell	Optiplex 9010	all in one CY84WV1	Worn to update Ø  manufactured in 2012

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

School \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_

\* Supervisor April B... Date 4-17-25

Supervisor Bobby Duke Date 4-22-25

Director of Schools \_\_\_\_\_ Date 4-27-25

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

**COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.**

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Tardy Kiosk	no tag	School Tech Assoc	TSP100	2590619011102008	
	no tag	School Tech. Associates	5957-TK	5957TK050516001	

Broken  
from  
Mitchell  
Neilson  
Primary

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

*Kenn Amko* \_\_\_\_\_ Date 4-17-25

Supervisor \_\_\_\_\_ Date 4/22/25

*D. B. ...* \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent of School Operations or Director of Technology \_\_\_\_\_ Date \_\_\_\_\_

*Bobby N Duke III* \_\_\_\_\_ Date 4-24-25

Director of Schools \_\_\_\_\_ Date \_\_\_\_\_

Board Chairman \_\_\_\_\_ Date \_\_\_\_\_

For inventory control use: copy to central office receiving \_\_\_/\_\_\_/\_\_\_; copy to principal or supervisor \_\_\_/\_\_\_/\_\_\_; copy to inventory control \_\_\_/\_\_\_/\_\_\_; copy to vendor \_\_\_/\_\_\_/\_\_\_

Notes on Disposal Method:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agenda Item Title:** 2025-2026 General Purpose Budget

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

---

### Summary

The 2025-2026 General Purpose School budget is being presented to the Board for approval. The budget includes projected revenues and expenditures associated with the district's operational program.

The 2025-2026 certified and classified salary scales and differentiated pay plans are presented with the General-Purpose Schools' budget. Salary adjustments have been made to ensure all employees receive a minimum 2.5% salary increase.

### Staff Recommendation

To approve the 2025-2026 General Purpose School budget as presented.

### Fiscal Impact

Total Budgeted Revenues: \$111,943,173

Total Budgeted Expenditures: \$117,907,499

Total from Fund Balance: \$5,964,326

\$1,805,705 of revenues and expenses are related to the one-time teacher bonus provided by the TN General Assembly.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

9420

REVENUES	2024-25	2024-25	2025-26	Net Budget	Pct. Change	Pct. Change
Description	Est. Rev.	Budget	Budget	Incr/(Decr)	2024-25	2024-25
					Budget	Est. Rev.
County Taxes	\$ 33,647,000	\$ 33,670,000	\$ 33,670,000	\$ -	0.00%	0.07%
Licenses and Permits	2,500	2,000	2,500	500	25.00%	0.00%
Charges for Current Services	154,000	150,000	154,000	4,000	2.67%	0.00%
Other Local Revenue	1,167,000	690,936	622,000	(68,936)	-9.98%	-46.70%
State of Tennessee	65,396,956	65,305,956	69,273,370	3,967,414	6.08%	5.93%
Federal Government	136,765	145,766	16,200	(129,566)	-88.89%	-88.15%
Other Local Sources	8,238,408	8,236,103	8,205,103	(31,000)	-0.38%	-0.40%
<b>TOTAL REVENUES</b>	<b>\$ 108,742,629</b>	<b>\$ 108,200,761</b>	<b>\$ 111,943,173</b>	<b>\$ 3,742,412</b>	<b>3.46%</b>	<b>2.94%</b>
<b>RESERVES/FUND BAL.</b>	<b>\$ 5,496,409</b>	<b>\$ 7,932,978</b>	<b>\$ 5,964,326</b>	<b>\$ (1,968,652)</b>	<b>-24.82%</b>	<b>8.51%</b>
<b>GRAND TOTAL REV./FUND BAL.</b>	<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

EXPENDITURES	2024-25	2024-25	2025-26	Net Budget	Pct. Change	Pct. Change
Description	Est. Exp.	Budget	Budget	Incr/(Decr)	2024-25	2024-25
					Budget	Est. Exp.
Regular Instruction	\$ 58,927,090	\$ 59,643,455	\$ 63,710,043	\$ 4,066,588	6.82%	8.12%
Special Educ. Instruction	13,024,540	13,539,841	13,925,270	385,429	2.85%	6.92%
Student Support - Attendance	182,389	180,600	192,706	12,106	6.70%	5.66%
Student support - Health	1,216,415	1,214,210	1,175,870	(38,340)	-3.16%	-3.33%
Other Student Support	4,063,180	4,188,625	3,703,101	(485,524)	-11.59%	-8.86%
Support Staff - Reg. Instruction	2,673,778	2,699,349	2,812,020	112,671	4.17%	5.17%
Support Staff - Special Ed. Instr.	2,200,726	2,087,055	2,889,786	802,731	38.46%	31.31%
Support Services - Technology	2,613,554	2,653,490	2,826,855	173,365	6.53%	8.16%
Admin. Support - Board of Educ.	2,106,716	2,086,320	2,167,885	81,565	3.91%	2.90%
Support Services - Director Office	465,375	471,438	473,810	2,372	0.50%	1.81%
Support Services - Principal Office	6,016,305	6,020,570	6,201,207	180,637	3.00%	3.07%
Support Services - Fiscal Services	880,905	861,755	936,360	74,605	8.66%	6.30%
Support Services - Personnel	613,910	596,835	663,991	67,156	11.25%	8.16%
Support Services - Oper. Of Plant	6,280,222	6,327,847	6,272,020	(55,827)	-0.88%	-0.13%
Support Services - Maint. Of Plant	3,029,431	3,259,108	3,180,215	(78,893)	-2.42%	4.98%
Support Services - Transportation	4,850,175	5,113,613	4,784,869	(328,744)	-6.43%	-1.35%
Community Service	489,735	506,561	468,005	(38,556)	-7.61%	-4.44%
Early Childhood Education	1,091,985	1,142,547	1,173,395	30,848	2.70%	7.46%
Regular Capital Outlay	3,295,000	3,322,919	132,500	(3,190,419)	-96.01%	-95.98%
Issuance Costs/Capital Outlay-Bonds	-	-	-	-	NA	NA
Other Uses/Transfers	217,610	217,601	217,590	(11)	-0.01%	-0.01%
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. Group	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
40000	County Taxes	\$ 33,647,000	\$ 33,670,000	\$ 33,670,000	\$ -	0.00%	0.07%
41000	Licenses and Permits	2,500	2,000	2,500	500	25.00%	0.00%
43000	Charges for Current Services	154,000	150,000	154,000	4,000	2.67%	0.00%
44000	Other Local Revenue	1,167,000	690,936	622,000	(68,936)	-9.98%	-46.70%
46000	State of Tennessee	65,396,956	65,305,956	69,273,370	3,967,414	6.08%	5.93%
47000	Federal Government	136,765	145,766	16,200	(129,566)	-88.89%	-88.15%
49000	Other Local Sources	8,238,408	\$8,236,103	8,205,103	(31,000)	-0.38%	-0.40%
<b>TOTAL REVENUES</b>		<b>\$ 108,742,629</b>	<b>\$ 108,200,761</b>	<b>\$ 111,943,173</b>	<b>\$ 3,742,412</b>	<b>3.46%</b>	<b>2.94%</b>
<b>RESERVES &amp; FUND BALANCES (Increase)Decrease</b>		<b>\$ 5,496,409</b>	<b>\$ 7,932,978</b>	<b>\$ 5,964,326</b>	<b>\$ (1,968,652)</b>	<b>-24.82%</b>	<b>8.51%</b>
<b>GRAND TOTAL REVENUES</b>		<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
40110	Current Property Tax	\$ 15,000,000	\$ 15,000,000	\$ 14,000,000	\$ (1,000,000)	-6.67%	-6.67%
40120	Trustee's Collection - Prior	165,000	165,000	165,000	-	0.00%	0.00%
40130	Property Tax - Prior (Other)	100,000	100,000	100,000	-	0.00%	0.00%
40140	Interest and Penalty	37,000	37,000	37,000	-	0.00%	0.00%
40150	Pick-Up Taxes	24,000	24,000	24,000	-	0.00%	0.00%
40161	Payments in Lieu Taxes - TV	1,000	1,000	1,000	-	0.00%	0.00%
40162	Payments in Lieu Taxes - Loc	-	23,000	23,000	-	0.00%	NA
40210	Local Option Sales Tax	16,700,000	16,700,000	17,640,000	940,000	5.63%	5.63%
40240	Wheel Tax	800,000	800,000	850,000	50,000	6.25%	6.25%
40270	Business Tax	420,000	420,000	430,000	10,000	2.38%	2.38%
40275	Mixed Drink Tax	400,000	400,000	400,000	-	0.00%	0.00%
40290	Other Local Option Tax	-	-	-	-	NA	NA
<b>TOTAL LOCAL TAXES</b>		<b>\$ 33,647,000</b>	<b>\$ 33,670,000</b>	<b>\$ 33,670,000</b>	<b>\$ -</b>	<b>0.00%</b>	<b>0.07%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
41110	Marriage Licenses	\$ 2,500	\$ 2,000	\$ 2,500	\$ 500	25.00%	0.00%
<b>TOTAL LICENSES AND PERMITS</b>		<b>\$ 2,500</b>	<b>\$ 2,000</b>	<b>\$ 2,500</b>	<b>\$ 500</b>	<b>25.00%</b>	<b>0.00%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
43511	Tuition/County Students	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	NA	0.00%
43517	Tuition/Integrated PK	150,000	150,000	150,000	-	0.00%	0.00%
<b>TOTAL CURRENT SERVICES</b>		<b>\$ 154,000</b>	<b>\$ 150,000</b>	<b>\$ 154,000</b>	<b>\$ 4,000</b>	<b>2.67%</b>	<b>0.00%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
44110	Interest Earned/Investments	\$ 60,000	\$ 2,500	\$ 60,000	\$ 57,500	2300.00%	0.00%
44111	Interest Earned/Checking	750,000	321,405	300,000	(21,405)	-6.66%	-60.00%
44130	Sale of Materials & Supplies	2,000	2,000	2,000	-	0.00%	0.00%
44170	Miscellaneous	150,000	160,000	160,000	-	0.00%	6.67%
44180	City of Murfreesboro-Tech.	-	-	-	-	NA	NA
44520	Insurance Recovery	-	-	-	-	NA	NA
44530	Sale of Equipment	15,000	15,000	20,000	5,000	33.33%	33.33%
44560	Damages Recovered/Individu	-	-	-	-	NA	NA
44570	Donations and Gifts	190,000	190,031	80,000	(110,031)	-57.90%	-57.89%
44990	Other Local Revenue	-	-	-	-	NA	NA
<b>TOTAL OTHER LOCAL REVENUE</b>		<b>\$ 1,167,000</b>	<b>\$ 690,936</b>	<b>\$ 622,000</b>	<b>\$ (68,936)</b>	<b>-9.98%</b>	<b>-46.70%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
46310	Health Department Programs	\$126,700	\$126,700	-	(126,700)	-100.00%	-100.00%
46510	Tisa	63,477,651	63,477,651	65,850,725	2,373,074	3.74%	3.74%
46511	Basic Education Program	-	-	-	-	NA	NA
46515	Early Childhood Education	1,500,605	1,500,605	1,326,895	(173,710)	-11.58%	-11.58%
46530	Energy Efficient Schools	-	-	-	-	NA	NA
46590	Other State Education Funds	-	-	1,805,750	1,805,750	NA	NA
46591	Coordinated School Health	-	-	-	-	NA	NA
46592	ConnectTenn - ARRA	-	-	-	-	NA	NA
46594	Family Resource Center	-	-	-	-	NA	NA
46595	SSMS - ARRA	-	-	-	-	NA	NA
46596	Paid Parental Leave	250,000	-	250,000	250,000	NA	0.00%
46610	Career Ladder Program	42,000	51,000	40,000	(11,000)	-21.57%	-4.76%
46612	Career Ladder Extended Cor	-	-	-	-	NA	NA
46615	Extended Contract - ARRA	-	-	-	-	NA	NA
46981	Safe Schools	-	-	-	-	NA	NA
46990	Other State Funds	-	150,000	-	(150,000)	-100.00%	NA
<b>TOTAL STATE OF TENNESSEE</b>		<b>\$65,396,956</b>	<b>\$65,305,956</b>	<b>\$69,273,370</b>	<b>\$ 3,967,414</b>	<b>6.08%</b>	<b>5.93%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
47143	Education of Handicapped	\$ 136,765	\$ 136,766	\$ 15,000	\$ (121,766)	-89.03%	-89.03%
47145	IDEA Preschool	-	9,000	1,200	(7,800)	-86.67%	NA
47590	Other Federal Thru State	-	-	-	-	NA	NA
<b>TOTAL FEDERAL REVENUE</b>		<b>\$ 136,765</b>	<b>\$ 145,766</b>	<b>\$ 16,200</b>	<b>\$ (129,566)</b>	<b>-88.89%</b>	<b>-88.15%</b>

MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET

Acct. No.	Description	2024-25 Est. Rev.	2024-25 Budget	2025-26 Budget	Net Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Rev.
49100	Bond Proceeds	-	-	-	-	NA	NA
49410	Bond Premium	-	-	-	-	NA	NA
49700	Insurance Recovery	27,305	25,000	25,000	-	0.00%	-8.44%
49800	Transfers	170,000	170,000	295,000	125,000	73.53%	73.53%
49810	City General Fund Transfers	7,885,103	7,885,103	7,885,103	-	0.00%	0.00%
49820	Operating Transfers	156,000	156,000	-	(156,000)	-100.00%	-100.00%
49830	Operating Transfer-Opioid	-	-	-	-	NA	NA
<b>TOTAL OTHER LOCAL SOURCES</b>		<b>\$8,238,408</b>	<b>\$8,236,103</b>	<b>\$8,205,103</b>	<b>\$ (31,000)</b>	<b>-0.38%</b>	<b>-0.40%</b>
<b>TOTAL REVENUE</b>		<b>\$ 108,742,629</b>	<b>\$ 108,200,761</b>	<b>\$ 111,943,173</b>	<b>\$ 3,742,412</b>	<b>3.46%</b>	<b>2.94%</b>
<b>FUND BALANCE - (INCR.)/DECR.</b>		<b>\$ 5,496,409</b>	<b>\$ 7,932,978</b>	<b>\$ 5,964,326</b>	<b>\$ (1,968,652)</b>	<b>-24.82%</b>	<b>8.51%</b>
<b>GRAND TOTAL REV. &amp; FUND BAL.</b>		<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

<b>Acct. Group</b>	<b>Description</b>	<b>2024-25 Est. Exp.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Increase Budget Incr/(Decr)</b>	<b>Pct. Change 2024-25 Budget</b>	<b>Pct. Change 2024-25 Est. Exp.</b>
71100	Regular Instruction	\$ 58,927,090	\$ 59,643,455	\$ 63,710,043	\$ 4,066,588	6.82%	8.12%
71200	Special Educ. Instruction	13,024,540	13,539,841	13,925,270	385,429	2.85%	6.92%
72110	Student Support - Attendance	182,389	180,600	192,706	12,106	6.70%	5.66%
72120	Student support - Health	1,216,415	1,214,210	1,175,870	(38,340)	-3.16%	-3.33%
72130	Other Student Support	4,063,180	4,188,625	3,703,101	(485,524)	-11.59%	-8.86%
72210	Support Staff - Reg. Instruction	2,673,778	2,699,349	2,812,020	112,671	4.17%	5.17%
72220	Support Staff - Special Ed. Instr.	2,200,726	2,087,055	2,889,786	802,730	38.46%	31.31%
72250	Support Services - Technology	2,613,554	2,653,490	2,826,855	173,365	6.53%	8.16%
72310	Admin. Support - Board of Educ.	2,106,716	2,086,320	2,167,885	81,565	3.91%	2.90%
72320	Support Services - Director Office	465,375	471,438	473,810	2,372	0.50%	1.81%
72410	Support Services - Principal Office	6,016,305	6,020,570	6,201,207	180,637	3.00%	3.07%
72510	Support Services - Fiscal Services	880,905	861,755	936,360	74,604	8.66%	6.30%
72520	Support Services - Personnel	613,910	596,835	663,991	67,156	11.25%	8.16%
72610	Support Services - Oper. Of Plant	6,280,222	6,327,847	6,272,020	(55,827)	-0.88%	-0.13%
72620	Support Services - Maint. Of Plant	3,029,431	3,259,108	3,180,215	(78,893)	-2.42%	4.98%
72710	Support Services - Transportation	4,850,175	5,113,613	4,784,869	(328,742)	-6.43%	-1.35%
73300	Community Service	489,735	506,561	468,005	(38,556)	-7.61%	-4.44%
73400	Early Childhood Education	1,091,985	1,142,547	1,173,395	30,847	2.70%	0.00%
82130	Issuance Costs/Capital Outlay-Bonds	-	-	-	-	NA	NA
76100	Regular Capital Outlay	3,295,000	3,322,919	132,500	(3,190,419)	-96.01%	-95.98%
99100	Other Uses/Transfers	217,610	217,601	217,590	(11)	-0.01%	-0.01%
<b>GRAND TOTAL EXPENDITURES</b>		<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

71100--REGULAR INSTRUCTION							
Acct. No.	Description/Explanation	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
116	Teachers <i>597 positions including steps and degree changes.</i>	\$ 38,600,000	\$ 38,814,000	\$ 39,914,200	\$ 1,100,200	2.83%	3.40%
117	Career Ladder Program <i>State flow-thru.</i>	26,000	33,000	24,000	(9,000)	-27.27%	-7.69%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
163	Educational Assistants <i>138 positions including steps.</i>	3,456,000	3,685,000	3,549,650	(135,350)	-3.67%	2.71%
172	Instructional Coach <i>13 positions</i>	975,000	1,050,000	1,071,690	21,690	2.07%	9.92%
188	Bonus Payments	-	-	1,228,000	1,228,000	NA	NA
189	Other Salaries and Wages	-	-	-	-	NA	NA
195	Substitute Teachers (Certified)	92,250	92,250	92,250	-	0.00%	0.00%
198	Substitute Teachers (Non-Certified)	522,750	522,750	522,750	-	0.00%	0.00%
201	Social Security <i>6.2% matching.</i>	2,675,255	2,740,215	2,876,960	136,745	4.99%	7.54%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	3,250,000	3,200,000	3,383,620	183,620	5.74%	4.11%
206	Life Insurance <i>Annual life coverage.</i>	110,000	112,000	114,000	2,000	1.79%	3.64%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	6,015,000	6,115,000	7,114,000	999,000	16.34%	18.27%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	170,000	180,000	180,000	-	0.00%	5.88%
212	Medicare <i>1.45% matching.</i>	625,665	640,860	672,840	31,979	4.99%	7.54%
217	Retirement-Hybrid Stabilization	205,000	200,000	252,280	52,280	26.14%	23.06%
299	Other Fringe Benefits	216,425	255,000	-	(255,000)	-100.00%	-100.00%
336	Maint. and Repair - Equipment <i>Instructional Equipment.</i>	1,000	5,000	5,000	-	0.00%	400.00%
399	Other Contracted Services <i>Copier Lease, etc. (Software moved to 429)</i>	25,000	27,500	27,500	-	0.00%	10.00%
429	Inst. Supplies and Materials <i>\$14.50/pupil; \$200/chr; Art @ \$2/pupil, Software, etc.</i>	1,045,745	1,045,745	1,793,820	748,075	71.54%	71.54%
449	Textbooks <i>Science, Social Studies, etc.</i>	645,000	649,760	312,040	(337,720)	-51.98%	-51.62%
499	Other Supplies and Materials <i>\$20/student (Equipment).</i>	194,000	194,100	188,400	(5,700)	-2.94%	-2.89%
599	Other Charges <i>Attendance certificates, band, etc.</i>	60,000	64,275	64,275	-	0.00%	7.13%
722	Regular Instruction Equipment <i>Misc. Tech. Equip, Instructional Equip.</i>	17,000	17,000	322,768	305,768	1798.64%	1798.64%
<b>TOTAL REG. INSTR.</b>		<b>\$ 58,927,090</b>	<b>\$ 59,643,455</b>	<b>\$ 63,710,043</b>	<b>\$ 4,066,588</b>	<b>6.82%</b>	<b>8.12%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

71200--SPECIAL EDUCATION INSTRUCTION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
116	Teachers <i>78 positions including steps &amp; degree changes.</i>	\$4,865,000	\$4,892,000	\$5,240,250	\$ 348,250	7.12%	7.71%
117	Career Ladder Program <i>State flow-thru.</i>	5,000	7,000	5,000	(2,000)	-28.57%	0.00%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
163	Educational Assistants <i>139 positions including steps.</i>	3,225,000	3,655,000	3,220,400	(434,600)	-11.89%	-0.14%
171	Speech Teachers <i>14 positions including steps.</i>	922,000	995,050	952,480	(42,570)	-4.28%	3.31%
188	Bonus Payments	-	-	194,000	194,000	NA	NA
189	Other Salaries & Wages	-	-	-	-	NA	NA
195	Substitute Teachers (Certified)	27,450	27,450	27,450	-	0.00%	0.00%
198	Substitute Teachers (Non-Certified)	200,000	155,550	155,550	-	0.00%	-22.23%
201	Social Security <i>6.2% matching.</i>	560,760	603,640	607,300	3,660	0.61%	8.30%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	839,060	875,513	851,075	(24,438)	-2.79%	1.43%
206	Life Insurance <i>Annual life coverage.</i>	22,000	24,500	25,000	500	2.04%	13.64%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	1,561,000	1,585,600	1,907,100	321,500	20.28%	22.17%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	45,000	50,695	50,695	-	0.00%	12.66%
212	Medicare <i>1.45% matching.</i>	131,145	141,305	142,030	725	0.51%	8.30%
217	Retirement-Hybrid Stabilization	37,000	35,500	41,940	6,440	18.14%	13.35%
299	Other Fringe Benefits	87,625	105,000	-	(105,000)	-100.00%	-100.00%
311	Contracts w/Other School Systems	12,000	12,000	12,000	-	0.00%	0.00%
312	Contracts w/Private Agencies <i>Genesis Learning Centers.</i>	335,000	215,038	250,000	34,962	16.26%	-25.37%
399	Other Contracted Services <i>Speech and hearing contracts.</i>	5,000	5,000	5,000	-	0.00%	0.00%
429	Inst. Supplies and Materials <i>Curriculum and assistive technology.</i>	69,500	69,500	83,000	13,500	19.42%	19.42%
499	Other Supplies and Materials <i>Workbooks, gloves, etc.</i>	25,000	25,000	15,000	(10,000)	-40.00%	-40.00%
725	Special Education Equipment <i>Assistive technology devices &amp; laptops.</i>	50,000	59,500	140,000	80,500	135.29%	180.00%
<b>TOTAL SPECIAL ED INSTR.</b>		<b>\$13,024,540</b>	<b>\$13,539,841</b>	<b>\$13,925,270</b>	<b>\$385,429</b>	<b>2.85%</b>	<b>6.92%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72110--STUDENT SERVICES - ATTENDANCE							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
189	Other Salaries & Wages <i>3 positions.</i>	\$105,850	\$104,500	\$114,025	\$ 9,525	9.11%	7.72%
201	Social Security <i>6.2% matching.</i>	6,565	6,480	7,070	589	9.09%	7.69%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	12,885	12,720	13,880	1,159	9.11%	7.72%
206	Life Insurance <i>Annual life coverage.</i>	250	275	300	25	9.09%	20.00%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	24,800	24,300	37,715	13,415	55.21%	52.08%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	405	460	460	-	0.00%	13.58%
212	Medicare <i>1.45% matching.</i>	1,535	1,515	1,655	140	9.24%	7.85%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly cell phone charges.</i>	-	-	-	-	NA	NA
355	Travel <i>Mileage reimbursement.</i>	1,000	1,250	1,250	-	0.00%	25.00%
399	Other Contracted Services <i>Skyward</i>	12,500	12,500	10,500	(2,000)	-16.00%	-16.00%
499	Other Supplies and Materials <i>Attendance supplies - Plotter paper, registration cards, etc.</i>	1,000	1,000	1,000	-	0.00%	0.00%
524	In-Service/Staff Development	4,400	4,400	2,600	(1,800)	-40.91%	-40.91%
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	500	500	250	(250)	-50.00%	-50.00%
704	Attendance Equipment	10,700	10,700	2,000	(8,700)	-81.31%	-81.31%
<b>TOTAL ATTENDANCE</b>		<b>\$182,389</b>	<b>\$180,600</b>	<b>\$192,706</b>	<b>\$12,106</b>	<b>6.70%</b>	<b>5.66%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72120--STUDENT SUPPORT SERVICES - HEALTH							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director	\$ 28,080	\$ 28,080	\$26,170	\$ (1,910)	-6.80%	-6.80%
131	Medical Personnel <i>11 LPN's &amp; 5 RN's including steps.</i>	720,000	725,000	759,460	34,460	4.75%	5.48%
161	Secretary	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>Sub Nurses</i>	27,000	27,140	27,200	60	0.22%	0.74%
201	Social Security <i>6.2% matching.</i>	48,055	48,375	50,395	2,020	4.18%	4.87%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	62,000	70,000	74,255	4,254	6.08%	19.77%
206	Life Insurance <i>Annual life coverage.</i>	1,800	2,000	2,000	-	0.00%	11.11%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	130,915	102,000	160,000	58,000	56.86%	22.22%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	2,500	3,100	4,000	900	29.03%	60.00%
212	Medicare <i>1.45% matching.</i>	11,240	11,315	11,790	475	4.20%	4.90%
217	Retirement-Hybrid Stabilization	6,000	6,000	6,500	500	8.33%	8.33%
299	Other Fringe Benefits	5,625	13,500	-	(13,500)	-100.00%	-100.00%
307	Communication <i>Cell phones for nurses.</i>	600	600	600	-	0.00%	0.00%
355	Travel <i>Mileage reimbursement.</i>	1,000	1,500	1,500	-	0.00%	50.00%
399	Other Contracted Services <i>SNAP, Stericycle, Etc.</i>	142,500	142,500	20,000	(122,500)	-85.96%	-85.96%
413	Drugs and Medical Supplies <i>First aid kits, hepatitis shots, etc.</i>	6,000	8,000	7,000	(1,000)	-12.50%	16.67%
499	Other Supplies and Materials <i>Supplies for schools.</i>	7,000	8,500	7,000	(1,500)	-17.65%	0.00%
524	In-Service/Staff Development	5,000	5,500	3,500	(2,000)	-36.36%	-30.00%
599	Other Charges <i>CSH matching.</i>	100	100	8,500	8,400	8400.00%	8400.00%
790	Equipment	11,000	11,000	6,000	(5,000)	-45.45%	-45.45%
<b>TOTAL HEALTH</b>		<b>\$ 1,216,415</b>	<b>\$ 1,214,210</b>	<b>\$1,175,870</b>	<b>(\$38,340)</b>	<b>-3.16%</b>	<b>-3.33%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72130--STUDENT SUPPORT SERVICES - OTHER							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>.5 position.</i>	\$ 66,170	\$ 66,170	\$ 70,210	\$ 4,040	6.11%	6.11%
117	Career Ladder Program <i>State flow-thru.</i>	2,000	2,000	2,000	-	0.00%	0.00%
123	Guidance Personnel <i>20 positions including steps.</i>	1,435,000	1,465,500	1,494,945	29,445	2.01%	4.18%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
130	Social Workers <i>5 including steps.</i>	426,000	420,000	351,785	(68,215)	-16.24%	-17.42%
188	Bonus Payments	-	-	40,000	40,000	NA	NA
189	Other Salaries & Wages <i>2 Behavior Specialists including steps, 5 Mental Health, 5 EAs &amp; .5 Adm.</i>	925,000	971,000	703,850	(267,150)	-27.51%	-23.91%
201	Social Security <i>6.2% matching.</i>	176,960	181,335	165,095	(16,240)	-8.96%	-6.70%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	253,055	288,990	227,950	(61,039)	-21.12%	-9.92%
206	Life Insurance <i>Annual coverage.</i>	8,000	7,500	7,000	(500)	-6.67%	-12.50%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	399,890	400,000	426,755	26,755	6.69%	6.72%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	9,000	12,000	10,500	(1,500)	-12.50%	16.67%
212	Medicare <i>1.45% matching.</i>	41,385	42,410	38,610	(3,800)	-8.96%	-6.71%
217	Retirement-Hybrid Stabilization	14,500	12,000	16,400	4,400	36.67%	13.10%
299	Other Fringe Benefits	8,500	15,000	-	(15,000)	-100.00%	-100.00%
307	Communication	7,800	7,800	6,900	(900)	-11.54%	-11.54%
322	Evaluation and Testing <i>System-wide benchmark testing</i>	80,000	80,500	83,000	2,500	3.11%	3.75%
355	Travel <i>Mileage reimbursement.</i>	4,000	4,000	3,500	(500)	-12.50%	-12.50%
399	Other Contracted Services <i>Propio, Translator, (originally budgeted under 72210) &amp; etc.</i>	120,000	125,000	15,000	(110,000)	-88.00%	-87.50%
499	Other Supplies and Materials <i>School allocation - \$300 per position, etc.</i>	48,795	48,795	17,100	(31,695)	-64.96%	-64.96%
524	In-Service/Staff Development	20,000	21,500	15,500	(6,000)	-27.91%	-22.50%
599	Other Charges	13,125	13,125	5,000	(8,125)	-61.90%	-61.90%
790	Equipment	4,000	4,000	2,000	(2,000)	-50.00%	-50.00%
<b>TOTAL OTHER SUPPORT</b>		<b>\$4,063,180</b>	<b>\$4,188,625</b>	<b>\$ 3,703,101</b>	<b>\$ (485,524)</b>	<b>-11.59%</b>	<b>-8.86%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72210--STUDENT SUPPORT SERVICES - REGULAR INSTRUCTION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>.6 position.</i>	\$78,310	\$78,310	\$82,625	4,315	5.51%	5.51%
117	Career Ladder Program <i>State flow-thru.</i>	5,000	5,000	5,000	-	0.00%	0.00%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
129	Librarians/Media Specialists <i>13 positions including steps.</i>	978,350	959,500	1,000,655	41,155	4.29%	2.28%
138	Instr. Support Personnel <i>6.5 positions.</i>	602,160	600,000	603,300	3,300	0.55%	0.19%
161	Secretaries <i>2 positions.</i>	70,000	75,300	70,335	(4,965)	-6.59%	0.48%
163	Educational Assistants <i>5 MDAs and 1 EA including steps.</i>	95,000	103,560	103,560	-	0.00%	9.01%
188	Bonus Payments	-	-	36,000	36,000	NA	NA
189	Other Salaries and Wages <i>1 Interpreter.</i>	37,000	35,360	36,745	1,385	3.92%	-0.69%
201	Social Security <i>6.2% matching.</i>	115,685	115,138	120,175	5,036	4.37%	3.88%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	130,402	134,825	130,540	(4,284)	-3.18%	0.11%
206	Life Insurance <i>Annual cost.</i>	4,100	5,000	5,000	-	0.00%	21.95%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	232,000	237,500	256,560	19,060	8.03%	10.59%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	6,100	6,500	6,500	-	0.00%	6.56%
212	Medicare <i>1.45% matching.</i>	25,745	26,931	28,105	1,174	4.36%	9.17%
217	Retirement-Hybrid Stabilization	2,000	3,000	3,360	360	12.00%	68.00%
299	Other Fringe Benefits	5,000	10,500	-	(10,500)	-100.00%	-100.00%
307	Communication <i>Monthly phone service.</i>	1,200	1,200	1,200	-	0.00%	0.00%
322	Evaluation and Testing	-	-	-	-	NA	NA
355	Travel <i>Mileage reimbursement.</i>	8,000	10,000	10,000	-	0.00%	25.00%
399	Other Contracted Services <i>Annual Skyward license fee, Digital records, 504, etc.</i>	115,000	120,000	122,660	2,660	2.22%	6.66%
432	Library Books <i>9402 x \$6.00 &amp; Destiny.</i>	71,000	78,000	75,000	(3,000)	-3.85%	5.63%
499	Other Supplies and Materials	4,000	6,000	6,000	-	0.00%	50.00%
524	In-Service/Staff Development	50,500	50,500	95,600	45,100	89.31%	89.31%
599	Other Charges	-	-	-	-	NA	NA
790	Equipment <i>Scanners for Digital records, etc.</i>	37,225	37,225	13,100	(24,125)	-64.81%	-64.81%
<b>TOTAL INSTR. SUPPORT</b>		<b>\$2,673,778</b>	<b>\$2,699,349</b>	<b>\$2,812,020</b>	<b>\$112,671</b>	<b>4.17%</b>	<b>5.17%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72220--STUDENT SUPPORT SERVICES - SPECIAL EDUCATION INSTRUCTION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$117,475	\$117,475	\$120,415	\$ 2,940	2.50%	2.50%
117	Career Ladder Program <i>State flow-thru.</i>	1,000	1,000	1,000	-	0.00%	0.00%
124	Psychological Personnel <i>9 positions including steps.</i>	710,535	675,220	737,805	62,585	9.27%	3.84%
131	Medical Personnel <i>1 OT &amp; 3 COTA including steps.</i>	180,000	193,655	197,865	4,210	2.17%	9.93%
161	Secretary	-	-	-	-	NA	NA
188	Bonus Payments	-	-	26,000	26,000	NA	NA
189	Other Salaries and Wages <i>12.5 Positions-4 Gifted including steps.</i>	567,200	516,550	1,008,390	491,840	95.22%	77.78%
201	Social Security <i>6.2% matching.</i>	97,725	93,245	129,675	36,430	39.07%	32.69%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	121,205	111,000	153,195	42,195	38.01%	26.39%
206	Life Insurance <i>Annual cost.</i>	3,600	4,500	5,300	800	17.78%	47.22%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	213,900	174,000	301,300	127,300	73.16%	40.86%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	5,000	5,500	7,000	1,500	27.27%	40.00%
212	Medicare <i>1.45% matching.</i>	22,855	21,810	30,330	8,520	39.07%	32.71%
217	Retirement-Hybrid Stabilization	11,000	12,000	15,260	3,260	27.17%	38.73%
299	Other Fringe Benefits	3,375	10,500	-	(10,500)	-100.00%	-100.00%
307	Communication <i>Monthly cell phone charges.</i>	600	600	3,000	2,400	400.00%	400.00%
312	Contracts with Private Agencies <i>PCG</i>	40,000	40,000	40,000	-	0.00%	0.00%
322	Evaluation and Testing <i>Gifted Testing</i>	-	-	-	-	NA	NA
355	Travel <i>Mileage reimbursement.</i>	4,000	5,000	5,000	-	0.00%	25.00%
399	Other Contracted Services	-	-	-	-	NA	NA
499	Other Supplies and Materials <i>New Pysch. Protocols &amp; Instructional supplies.</i>	57,000	57,744	60,000	2,256	3.91%	5.26%
524	In-Service/Staff Development	30,000	30,000	45,250	15,250	50.83%	50.83%
599	Other Charges <i>Camp Boro flow through.</i>	2,256	2,256	-	(2,256)	NA	NA
790	Equipment	12,000	15,000	3,000	(12,000)	-80.00%	-75.00%
<b>TOTAL SP. ED. SUPPORT</b>		<b>\$2,200,726</b>	<b>\$2,087,055</b>	<b>\$2,889,786</b>	<b>\$ 802,730</b>	<b>38.46%</b>	<b>31.31%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72250--SUPPORT SERVICE - TECHNOLOGY							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$104,540	\$104,540	\$106,975	\$ 2,435	2.33%	2.33%
121	Data Processing Personnel <i>1 network engineer, 1 security/systems adm, 1 network adm, 2 network support tech, 1 cabling tech, Webmaster .15 (73300 &amp; Nutrition) &amp; 7 technicians including steps.</i>	810,000	821,800	813,295	(8,505)	-1.03%	0.41%
162	Clerical Personnel <i>1 position.</i>	35,360	35,360	36,745	1,385	3.92%	3.92%
201	Social Security <i>6.2% matching.</i>	58,895	59,625	59,335	(290)	-0.49%	0.75%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	115,605	117,040	116,470	(570)	-0.49%	0.75%
206	Life Insurance <i>Annual cost.</i>	2,200	2,500	2,500	-	0.00%	13.64%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	140,000	140,000	157,155	17,155	12.25%	12.25%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	3,500	4,000	4,000	-	0.00%	14.29%
212	Medicare <i>1.45% matching.</i>	13,775	13,945	13,880	(65)	-0.47%	0.76%
217	Retirement-Hybrid Stabilization	-	-	-	-	NA	NA
299	Other Fringe Benefits	1,500	1,500	-	(1,500)	-100.00%	-100.00%
307	Communication <i>Monthly phone charges.</i>	9,500	9,500	9,500	-	0.00%	0.00%
317	Data Processing Services <i>Cisco Smartnet, Webex, Etc.</i>	130,000	132,000	82,000	(50,000)	-37.88%	-36.92%
350	Internet Connectivity <i>Internet Services.</i>	286,680	286,680	377,000	90,320	31.51%	31.51%
355	Travel <i>Mileage reimbursement.</i>	4,000	4,500	4,500	-	0.00%	12.50%
399	Other Contracted Services <i>Skyward, FMX, Etc.</i>	90,000	100,000	94,000	(6,000)	-6.00%	4.44%
435	Office Supplies	4,000	4,000	4,000	-	0.00%	0.00%
470	Cabling	25,000	25,000	25,000	-	0.00%	0.00%
471	Software <i>Dell License Renewal, VEEAM, Barracuda, Malware, Etc.</i>	470,000	470,000	580,000	110,000	23.40%	23.40%
524	In-Service/Staff Development	24,000	25,500	25,500	-	0.00%	6.25%
599	Other Charges	15,000	15,000	15,000	-	0.00%	0.00%
709	Technology Equipment <i>Firewall &amp; Network equipment.</i>	270,000	281,000	300,000	19,000	6.76%	11.11%
<b>TOTAL OTHER SUPPORT</b>		<b>\$2,613,554</b>	<b>\$2,653,490</b>	<b>\$2,826,855</b>	<b>\$173,365</b>	<b>6.53%</b>	<b>8.16%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72310--ADMINISTRATIVE SUPPORT - BOARD OF EDUCATION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
189	Other Salaries & Wages <i>Legal &amp; Secretary to the Board (10%).</i>	\$132,720	\$132,720	\$136,280	\$ 3,560	2.68%	2.68%
191	Board Members Fees <i>6 @ \$800 per month &amp; 1 @ \$900 per month.</i>	68,400	68,400	68,400	-	0.00%	0.00%
196	In-Service Training <i>Board Member training expenses.</i>	15,000	18,010	18,010	-	0.00%	20.07%
201	Social Security <i>6.2% matching.</i>	12,470	12,475	12,690	215	1.72%	1.76%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	16,155	16,155	16,585	430	2.66%	2.66%
206	Life Insurance <i>Annual Cost.</i>	250	340	350	10	2.94%	40.00%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	25,000	52,700	42,700	(10,000)	-18.98%	70.80%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	320	350	350	-	0.00%	9.38%
210	Unemployment Compensation <i>Unemployment benefits paid.</i>	20,000	46,000	40,000	(6,000)	-13.04%	100.00%
212	Medicare <i>1.45% of Board Member fees.</i>	2,920	2,920	2,970	50	1.71%	1.70%
299	Other Fringe Benefits <i>65+ supplements. (2)</i>	1,600	1,600	1,600	-	0.00%	0.00%
305	Audit Services <i>Annual contract.</i>	58,350	58,350	58,350	-	0.00%	0.00%
307	Communication	1,800	1,800	4,200	2,400	133.33%	133.33%
320	Dues and Memberships <i>TSBA, AIMS, Chamber of Commerce, etc.</i>	13,000	15,000	15,000	-	0.00%	15.38%
331	Legal Services <i>Schools' portion for City Legal Department.</i>	17,000	35,000	35,000	-	0.00%	105.88%
355	Travel <i>Travel portion of Board In-Service expenses.</i>	1,000	2,000	2,000	-	0.00%	100.00%
399	Other Contracted Services <i>Consultants, Public Relations, School Messenger, and contingency.</i>	25,000	30,000	22,000	(8,000)	-26.67%	-12.00%
506	Liability Insurance	534,740	470,000	550,000	80,000	17.02%	2.85%
508	Premiums on Corporate Surety Bonds <i>State Bond for fiscal agent, notary bonds and bonded employees.</i>	3,000	7,500	5,000	(2,500)	-33.33%	66.67%
510	Trustees Commission <i>Based upon County revenue. 1% on Sales and 2% on Property Taxes.</i>	467,990	445,000	456,400	11,400	2.56%	-2.48%
513	Workers Compensation Insurance <i>Workers comp insurance for General, Federal and Nutrition employees.</i>	600,000	600,000	600,000	-	0.00%	0.00%
533	Criminal Investigation of Applicants <i>Background checks.</i>	50,000	30,000	50,000	20,000	66.67%	0.00%
599	Other Charges <i>Retirement gifts, memorials and contingency.</i>	40,000	40,000	30,000	(10,000)	-25.00%	-25.00%
<b>TOTAL BOARD OF EDUC.</b>		<b>\$2,106,716</b>	<b>\$2,086,320</b>	<b>\$2,167,885</b>	<b>\$81,565</b>	<b>3.91%</b>	<b>2.90%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72320--ADMINISTRATIVE SUPPORT - OFFICE OF DIRECTOR							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
101	Administrative Officer <i>Contract amount.</i>	\$180,000	\$180,000	\$184,500	\$ 4,500	2.50%	2.50%
117	Career Ladder Program <i>State flow-thru.</i>	-	-	-	-	NA	NA
161	Secretaries <i>1 position (90%).</i>	53,300	52,540	54,260	1,720	3.27%	1.80%
162	Clerical Personnel <i>1 position.</i>	32,500	32,130	32,935	805	2.51%	1.34%
189	Other Salaries & Wages <i>1 position.</i>	35,000	34,575	35,940	1,365	3.95%	2.69%
196	In-Service Training <i>State flow-thru.</i>	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	18,650	18,555	19,075	520	2.80%	2.28%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	26,960	25,970	25,635	(335)	-1.29%	-4.92%
206	Life Insurance <i>Annual cost.</i>	550	760	800	40	5.26%	45.45%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	27,450	23,000	33,600	10,600	46.09%	22.40%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	850	1,000	1,000	-	0.00%	17.65%
212	Medicare <i>1.45% matching.</i>	4,365	4,345	4,465	119	2.74%	2.29%
299	Other Fringe Benefits	1,250	1,500	-	(1,500)	-100.00%	-100.00%
307	Communication <i>C.O. phone bills.</i>	10,000	15,000	15,000	-	0.00%	50.00%
320	Dues and Memberships <i>TOSS</i>	5,000	5,600	5,600	-	0.00%	12.00%
348	Postal Charges <i>Postage, supplies and meter rental.</i>	10,000	14,000	14,000	-	0.00%	40.00%
355	Travel <i>Mileage reimbursement</i>	2,500	3,000	3,000	-	0.00%	20.00%
399	Other Contracted Services <i>Office machine usage and repair contracts.</i>	15,000	15,000	15,000	-	0.00%	0.00%
435	Office Supplies <i>C.O. supplies only.</i>	10,000	10,000	8,000	(2,000)	-20.00%	-20.00%
524	In-Service/Staff Development	10,000	12,435	4,000	(8,435)	-67.83%	-60.00%
599	Other Charges <i>Miscellaneous.</i>	15,000	15,000	12,000	(3,000)	-20.00%	-20.00%
701	Administration Equipment	7,000	7,028	5,000	(2,028)	-28.86%	-28.57%
<b>TOTAL OFFICE OF SUPT.</b>		<b>\$465,375</b>	<b>\$471,438</b>	<b>\$473,810</b>	<b>\$2,372</b>	<b>0.50%</b>	<b>1.81%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72410--ADMINISTRATIVE SUPPORT - OFFICE OF PRINCIPAL							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
104	Principals <i>14 positions including steps.</i>	\$1,607,720	\$1,615,725	\$1,649,205	\$ 33,480	2.07%	2.58%
117	Career Ladder Program <i>State flow-thru.</i>	3,000	3,000	3,000	-	0.00%	0.00%
139	Assistant Principals <i>17 at 10.5 months including steps.</i>	1,595,500	1,565,400	1,609,380	43,980	2.81%	0.87%
161	Secretary/Bookkeepers <i>13 positions including steps.</i>	532,100	550,620	544,565	(6,055)	-1.10%	2.34%
162	Clerical	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>15 Office E.A.'s and 13 Technical Secretaries (plus \$2,500 for sub) including steps.</i>	780,000	785,500	838,160	52,660	6.70%	7.46%
201	Social Security <i>6.2% matching.</i>	280,140	280,255	287,950	7,695	2.75%	2.79%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	389,765	371,205	362,300	(8,904)	-2.40%	-7.05%
206	Life Insurance <i>Annual cost.</i>	10,000	12,000	12,000	-	0.00%	20.00%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	590,860	572,000	683,620	111,620	19.51%	15.70%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	16,200	17,500	17,500	-	0.00%	8.02%
212	Medicare <i>1.45% matching.</i>	65,520	65,545	67,345	1,800	2.75%	2.79%
217	Retirement-Hybrid Stabilization	4,000	8,500	8,500	-	0.00%	112.50%
299	Other Fringe Benefits	24,500	34,500	-	(34,500)	-100.00%	-100.00%
307	Communication <i>School phone bills.</i>	75,000	95,000	75,000	(20,000)	-21.05%	0.00%
348	Postal Charges <i>Mailing student records.</i>	-	-	-	-	NA	NA
355	Mileage <i>Bookkeeper Mileage.</i>	4,000	5,000	5,000	-	0.00%	25.00%
524	In-Service/Staff Development	-	-	-	-	NA	NA
599	Other Charges <i>Administrative Discretion Allocations \$4.00 @ 9420</i>	38,000	38,820	37,680	(1,140)	-2.94%	-0.84%
<b>TOTAL PRINCIPAL OFFICE</b>		<b>\$6,016,305</b>	<b>\$6,020,570</b>	<b>\$6,201,207</b>	<b>\$180,637</b>	<b>3.00%</b>	<b>3.07%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72510--ADMINISTRATIVE SUPPORT - FISCAL SERVICES							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>2 positions.</i>	\$197,460	\$197,460	\$213,120	\$ 15,660	7.93%	7.93%
119	Accountants/Bookkeepers <i>5.5 positions.</i>	263,675	253,090	277,515	24,425	9.65%	5.25%
122	Purchasing Personnel <i>1 position.</i>	52,000	52,000	53,800	1,800	3.46%	3.46%
161	Secretaries <i>1 position.</i>	48,055	47,695	51,500	3,805	7.98%	7.17%
189	Other Salaries and Wages	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	34,795	34,115	36,950	2,834	8.31%	6.19%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	68,300	66,965	72,525	5,560	8.30%	6.19%
206	Life Insurance <i>Annual cost.</i>	1,400	1,400	1,600	200	14.29%	14.29%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	104,820	92,000	123,525	31,525	34.27%	17.84%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	2,560	2,850	3,000	150	5.26%	17.19%
212	Medicare <i>1.45% matching.</i>	8,140	7,980	8,645	665	8.33%	6.20%
299	Other Fringe Benefits	-	1,500	-	(1,500)	-100.00%	NA
307	Communication <i>Cell phone.</i>	1,200	1,200	1,200	-	0.00%	0.00%
355	Travel <i>Mileage reimbursement.</i>	1,000	1,500	1,180	(320)	-21.33%	18.00%
399	Other Contracted Services <i>Skyward.</i>	70,000	72,000	72,000	-	0.00%	2.86%
411	Data Processing Supplies <i>Checks, printer cartridges, etc.</i>	6,500	6,500	5,800	(700)	-10.77%	-10.77%
524	In-Service/Staff Development	7,500	10,000	7,500	(2,500)	-25.00%	0.00%
599	Other Charges <i>Contingency.</i>	3,500	3,500	3,500	-	0.00%	0.00%
701	Administration Equipment <i>Finance department equipment.</i>	10,000	10,000	3,000	(7,000)	-70.00%	-70.00%
<b>TOTAL FISCAL SERVICES</b>		<b>\$880,905</b>	<b>\$861,755</b>	<b>\$936,360</b>	<b>\$ 74,604</b>	<b>8.66%</b>	<b>6.30%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72520--SUPPORT SERVICE - PERSONNEL							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>2 Positions.</i>	\$259,495	\$256,150	\$266,200	\$ 10,050	3.92%	2.58%
121	Data Processing Personnel <i>1 position.</i>	51,000	50,725	53,500	2,775	5.47%	4.90%
189	Other Salaries & Wages <i>3 positions.</i>	108,000	110,320	128,740	18,420	16.70%	19.20%
201	Social Security <i>6.2% matching.</i>	25,950	25,870	27,805	1,935	7.48%	7.15%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	48,745	35,890	37,540	1,650	4.60%	-22.99%
206	Life Insurance <i>Annual cost.</i>	800	1,000	1,200	200	20.00%	50.00%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	21,660	8,500	50,700	42,200	496.47%	134.07%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	990	1,100	1,600	500	45.45%	61.62%
212	Medicare <i>1.45% matching.</i>	6,070	6,050	6,505	455	7.52%	7.17%
217	Retirement-Hybrid Stabilization	-	-	-	-	NA	NA
299	Other Fringe Benefits	3,750	4,500	-	(4,500)	-100.00%	-100.00%
307	Communication	1,200	1,200	1,200	-	0.00%	0.00%
355	Travel <i>Mileage reimbursement.</i>	2,500	2,500	3,000	500	20.00%	20.00%
399	Other Contracted Services <i>Skyward, Subfinder(Frontline), Online app contract(My Smart Hire), etc.</i>	55,000	61,000	61,000	-	0.00%	10.91%
435	Office Supplies <i>Personnel supplies.</i>	1,750	1,750	2,000	250	14.29%	14.29%
524	In-Service/Staff Development <i>Workshops, meetings, recruitment, etc.</i>	15,000	15,000	13,500	(1,500)	-10.00%	-10.00%
599	Other Charges	5,000	7,500	6,500	(1,000)	-13.33%	30.00%
701	Data Processing Equipment <i>Equipment used in personnel department.</i>	7,000	7,780	3,000	(4,780)	-61.44%	-57.14%
<b>TOTAL PERSONNEL</b>		<b>\$613,910</b>	<b>\$596,835</b>	<b>\$663,991</b>	<b>\$67,156</b>	<b>11.25%</b>	<b>8.16%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72610--SUPPORT SERVICE - OPERATION OF PLANT							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
141	Foreman <i>Grounds crew leader including steps.</i>	\$47,435	\$47,315	\$48,300	\$ 985	2.08%	1.82%
166	Custodial Personnel	-	-	-	-	NA	NA
168	Temporary Personnel <i>Grass cutters. Seasonal employees.</i>	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>4 full-time yard positions including steps &amp; .5 Warehouse.</i>	160,000	170,000	170,000	-	0.00%	6.25%
198	Substitute Custodians <i>Provided through janitorial service.</i>	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	12,865	13,475	13,535	59	0.44%	5.21%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	25,245	26,110	26,570	460	1.76%	5.25%
206	Life Insurance <i>Annual cost.</i>	470	500	500	-	0.00%	6.38%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	30,000	35,000	39,500	4,500	12.86%	31.67%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	1,400	1,500	1,500	-	0.00%	7.14%
212	Medicare <i>1.45% matching.</i>	3,010	3,150	3,165	15	0.49%	5.17%
299	Other Fringe Benefits	2,000	4,500	-	(4,500)	-100.00%	-100.00%
307	Communication	-	-	-	-	NA	NA
328	Janitorial Service	2,895,450	2,895,450	2,895,450	-	0.00%	0.00%
336	Maint. and Repair - Equipment	-	-	-	-	NA	NA
355	Travel	-	-	-	-	NA	NA
399	Other Contracted Services <i>Pest control, grass cutting, etc.</i>	200,000	200,000	210,000	10,000	5.00%	5.00%
410	Custodial Supplies <i>Cleaning supplies, light bulbs, trash bags, etc.</i>	-	-	-	-	NA	NA
415	Electricity	2,050,000	2,010,000	2,050,000	40,000	1.99%	0.00%
434	Natural Gas	450,000	450,000	450,000	-	0.00%	0.00%
451	Uniforms	-	-	-	-	NA	NA
454	Water and Sewer	310,000	375,000	355,000	(20,000)	-5.33%	14.52%
501	Boiler Insurance <i>Insurance and certificates.</i>	5,000	8,500	8,500	-	0.00%	70.00%
502	Building and Content Insurance	-	-	-	-	NA	NA
524	In-Service/Staff Development	-	-	-	-	NA	NA
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	-	-	-	-	NA	NA
718	Motor Vehicles	87,347	87,347	-	(87,347)	-100.00%	-100.00%
720	Plant Operation Equipment	-	-	-	-	NA	NA
790	Equipment	-	-	-	-	NA	NA
<b>TOTAL PLANT OPER.</b>		<b>\$6,280,222</b>	<b>\$6,327,847</b>	<b>\$6,272,020</b>	<b>(\$55,827)</b>	<b>-0.88%</b>	<b>-0.13%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72620--SUPPORT SERVICE - MAINTENANCE OF PLANT							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$98,400	\$98,400	\$100,675	\$ 2,275	2.31%	2.31%
161	Clerical Personnel <i>1 position.</i>	46,230	46,230	49,810	3,580	7.74%	7.74%
167	Maintenance Personnel <i>14 Technicians, 2 movers, 1 painter, 1 Safety and 1 assistant supervisor including steps.</i>	1,040,000	1,179,500	1,111,920	(67,580)	-5.73%	6.92%
201	Social Security <i>6.2% matching.</i>	73,450	82,100	78,270	(3,829)	-4.66%	6.56%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	144,170	161,150	153,635	(7,515)	-4.66%	6.56%
206	Life Insurance <i>Annual cost.</i>	2,500	3,500	3,200	(300)	-8.57%	28.00%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	170,000	196,000	218,100	22,100	11.28%	28.29%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	5,500	7,000	5,800	(1,200)	-17.14%	5.45%
212	Medicare <i>1.45% matching.</i>	17,180	19,200	18,305	(895)	-4.66%	6.55%
299	Other Fringe Benefits	4,000	6,000	-	(6,000)	-100.00%	-100.00%
307	Communication <i>Shop phone bill and cell phone bill.</i>	10,000	13,000	13,000	-	0.00%	30.00%
335	Maint. and Repair - Buildings <i>Locks, door glass, floor tiles, plumbing supplies, paint, etc.</i>	550,000	550,000	550,000	-	0.00%	0.00%
336	Maint. and Repair - Equipment <i>Two-way radios, PA systems, mowers, compressors &amp; parts.</i>	450,000	450,000	450,000	-	0.00%	0.00%
355	Travel	1,500	2,000	2,000	-	0.00%	33.33%
399	Other Contracted Services <i>School Gate Guardian, FMX, Vestis, etc. Fire Monitoring, Inspections, Etc.</i>	175,000	200,000	140,000	(60,000)	-30.00%	-20.00%
451	Uniforms	1,500	1,500	2,500	1,000	66.67%	66.67%
499	Other Supplies and Materials <i>Tools, parts, lumber, paint, mower supplies, etc.</i>	100,000	100,000	125,000	25,000	25.00%	25.00%
524	In-Service/Staff Development <i>Educational courses and seminars.</i>	10,000	10,000	8,000	(2,000)	-20.00%	-20.00%
599	Other Charges <i>Office supplies, contingency.</i>	40,000	40,000	50,000	10,000	25.00%	25.00%
701	Equipment	5,000	5,000	5,000	-	0.00%	0.00%
717	Maintenance Equipment	85,000	88,528	60,000	(28,528)	-32.22%	-29.41%
790	Other Equipment	-	-	35,000	35,000	NA	NA
<b>TOTAL PLANT MAINT.</b>		<b>\$3,029,431</b>	<b>\$3,259,108</b>	<b>\$3,180,215</b>	<b>(\$78,893)</b>	<b>-2.42%</b>	<b>4.98%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

72710--SUPPORT SERVICE - PUPIL TRANSPORTATION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>2 positions.</i>	\$131,000	\$131,000	\$138,305	\$ 7,305	5.58%	5.58%
142	Mechanics <i>3 positions.</i>	180,000	180,030	184,280	4,250	2.36%	2.38%
146	Bus Drivers <i>46.5 full-time equivalent routes plus field trips including steps.</i>	1,775,000	1,826,500	1,680,260	(146,240)	-8.01%	-5.34%
162	Clerical Personnel <i>3 positions.</i>	145,000	134,000	150,950	16,950	12.65%	4.10%
189	Other Salaries and Wages <i>26.5 Bus aides plus contingency including steps.</i>	645,000	705,000	600,000	(105,000)	-14.89%	-6.98%
201	Social Security <i>6.2% matching.</i>	178,315	184,545	170,735	(13,809)	-7.48%	-4.25%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	320,000	350,000	327,660	(22,340)	-6.38%	2.39%
206	Life Insurance <i>Annual cost.</i>	5,500	7,200	7,200	-	0.00%	30.91%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	535,000	601,900	642,000	40,100	6.66%	20.00%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	16,000	17,700	17,700	-	0.00%	10.63%
212	Medicare <i>1.45% matching.</i>	41,705	43,160	39,930	(3,230)	-7.48%	-4.26%
299	Other Fringe Benefits	30,500	36,000	-	(36,000)	-100.00%	-100.00%
307	Communication	2,500	1,000	3,000	2,000	200.00%	20.00%
311	Contracts with Other School Systems	31,500	31,500	31,500	-	0.00%	0.00%
312	Contracts with Private Agencies	56,000	56,728	40,000	(16,728)	-29.49%	-28.57%
314	Contracts w/Public Carriers	-	-	-	-	NA	NA
338	Maint. and Repair - Vehicles <i>Labor for repair. Contingency.</i>	60,000	35,000	55,000	20,000	57.14%	-8.33%
355	Travel <i>Mileage reimbursement.</i>	250	250	250	-	0.00%	0.00%
399	Other Contracted Services <i>Bus driver physicals and drug screening.</i>	71,000	71,500	66,500	(5,000)	-6.99%	-6.34%
425	Gasoline	215,000	256,595	230,000	(26,595)	-10.36%	6.98%
433	Lubricants <i>Oil for vehicles.</i>	12,000	15,000	20,000	5,000	33.33%	66.67%
450	Tires and Tubes <i>Flat repair, new tires, etc.</i>	50,000	60,000	60,000	-	0.00%	20.00%
451	Uniforms	3,500	3,600	4,600	1,000	27.78%	31.43%
453	Vehicle Parts <i>Parts for repair.</i>	155,000	175,000	175,000	-	0.00%	12.90%
511	Vehicle and Equipment Insurance	-	-	-	-	NA	NA
524	In-Service/Staff Development	10,000	10,000	10,000	-	0.00%	0.00%
599	Other Charges <i>Bus &amp; office supplies.</i>	25,000	25,000	30,000	5,000	20.00%	20.00%
729	Transportation Equipment <i>Camera replacements, Radios, and contingency.</i>	155,405	155,405	100,000	(55,405)	-35.65%	-35.65%
<b>TOTAL TRANSPORTATION</b>		<b>\$4,850,175</b>	<b>\$5,113,613</b>	<b>\$4,784,869</b>	<b>\$ (328,742)</b>	<b>-6.43%</b>	<b>-1.35%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

73300--NON-INSTRUCTIONAL SERVICE - COMMUNITY SERVICE							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
105	Supervisor/Director <i>Director of Communications.</i>	\$ 99,100	\$ 99,100	\$ 101,455	\$ 2,355	2.38%	2.38%
117	<i>Career Ladder</i>	-	-	-	-	NA	NA
161	Secretary	-	-	-	-	NA	NA
162	Clerical Personnel <i>Webmaster shared with 72250 &amp; Nutrition.</i>	62,995	62,995	64,420	1,425	2.26%	2.26%
189	Other Salaries and Wages <i>2 positions-Com Assistant &amp; Family Resource/Outreach Coordinator.</i>	95,000	95,500	98,565	3,065	3.21%	3.75%
201	Social Security <i>6.2% matching.</i>	15,940	15,975	16,395	420	2.63%	2.86%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	31,290	31,350	32,185	835	2.66%	2.86%
206	Life Insurance <i>Annual cost.</i>	550	650	700	50	7.69%	27.27%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	43,005	53,950	44,000	(9,950)	-18.44%	2.31%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	850	950	950	-	0.00%	11.76%
212	Medicare <i>1.45% matching.</i>	3,730	3,735	3,835	100	2.69%	2.83%
217	Retirement-Hybrid Stabilization	175	200	200	-	0.00%	14.29%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly phone charges.</i>	2,600	3,600	1,800	(1,800)	-50.00%	-30.77%
355	Travel <i>Mileage reimbursement.</i>	2,000	3,000	3,000	-	0.00%	50.00%
399	Other Contracted Services <i>Smore, School Web Sites, etc.</i>	65,000	65,556	36,500	(29,056)	-44.32%	-43.85%
499	Other Supplies and Materials <i>Public relations supplies (brochures, ad specialties, etc.)</i>	7,500	7,500	5,000	(2,500)	-33.33%	-33.33%
524	In-Service/Staff Development	7,000	7,000	7,500	500	7.14%	7.14%
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	50,000	52,500	46,500	(6,000)	-11.43%	-7.00%
790	Other Equipment	3,000	3,000	5,000	2,000	66.67%	66.67%
<b>TOTAL COMMUNITY SVC.</b>		<b>\$489,735</b>	<b>\$506,561</b>	<b>\$468,005</b>	<b>\$ (38,556)</b>	<b>-7.61%</b>	<b>-4.44%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

73400--NON-INSTRUCTIONAL SERVICE - EARLY CHILDHOOD EDUCATION							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
103	Assistant Principal	\$ -	\$ -	\$ -	\$ -	NA	NA
105	Supervisor/Director	-	-	-	-	NA	NA
116	Teachers <i>12 Positions including steps.</i>	800,000	857,500	841,840	(15,660)	-1.83%	5.23%
117	Career Ladder Program <i>State flow-thru.</i>	-	-	-	-	NA	NA
161	Secretary	-	-	-	-	NA	NA
163	Educational Assistants	-	-	-	-	NA	NA
188	Bonus Payments	-	-	24,000	24,000	NA	NA
189	Other Salaries & Wages	-	-	-	-	NA	NA
195	Substitute Teachers	3,000	3,000	3,000	-	0.00%	0.00%
201	Social Security <i>6.2% matching.</i>	49,790	53,500	53,870	370	0.69%	8.19%
204	State Retirement <i>5.77% (includes .59% annual decrease) for licensed and 12.17% non-licensed (no increase).</i>	64,000	60,262	55,705	(4,557)	-7.56%	-12.96%
206	Life Insurance <i>Annual cost.</i>	1,825	2,250	2,200	(50)	-2.22%	20.55%
207	Health/Medical Insurance <i>Current with 5% increase effective Jan 2026.</i>	135,200	120,000	152,800	32,800	27.33%	13.02%
208	Dental Insurance <i>Current with 5% increase effective Jan 2026.</i>	3,350	4,000	4,000	-	0.00%	19.40%
212	Medicare <i>1.45% matching.</i>	11,645	12,495	12,600	105	0.84%	8.21%
217	Retirement-Hybrid Stabilization	2,300	2,500	2,740	240	9.60%	19.13%
299	Other Fringe Benefits	1,375	3,000	-	(3,000)	-100.00%	-100.00%
307	Communication <i>Monthly phone charges.</i>	-	-	-	-	NA	NA
399	Other Contracted Services	-	-	-	-	NA	NA
429	Inst. Supplies and Materials <i>Manipulatives, Handwriting, etc.</i>	15,000	17,540	17,540	-	0.00%	16.93%
432	Library Books	-	-	-	-	NA	NA
499	Other Supplies and Materials	1,000	1,000	100	(900)	-90.00%	-90.00%
524	In-Service/Staff Development	3,500	5,500	3,000	(2,500)	-45.45%	-14.29%
599	Other Charges	-	-	-	-	NA	NA
790	Equipment	-	-	-	-	NA	NA
<b>TOTAL EARLY CHILDHOOD EDUCATION</b>		<b>\$1,091,985</b>	<b>\$1,142,547</b>	<b>\$1,173,395</b>	<b>\$ 30,847</b>	<b>2.70%</b>	<b>7.46%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

76100--CAPITAL OUTLAY							
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2024-25 Budget	Pct. Change 2024-25 Est. Exp.
304	Architects	\$ -	\$ -	\$ -	\$ -	NA	NA
308	Consultants	-	-	-	-	NA	NA
321	Engineering Services	-	-	-	-	NA	NA
706	Building Construction	-	-	-	-	NA	NA
707	Building Improvements	15,000	17,500	17,500	-	0.00%	16.67%
711	Furniture & Fixtures	80,000	80,000	30,000	(50,000)	-62.50%	-62.50%
715	Land	-	-	-	-	NA	NA
724	Site Development	100,000	125,419	85,000	(40,419)	-32.23%	-15.00%
799	Other Capital Outlay	3,100,000	3,100,000	-	(3,100,000)	-100.00%	-100.00%
<b>TOTAL CAPITAL OUTLAY</b>		<b>\$3,295,000</b>	<b>\$3,322,919</b>	<b>\$132,500</b>	<b>\$ (3,190,419)</b>	<b>-96.01%</b>	<b>-95.98%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

		82130--EDUCATION DEBT SERVICE			Net Increase	Pct. Change	Pct. Change
Acct. No.	Description	2024-25 Est. Exp.	2024-25 Budget	2025-26 Budget	Budget Incr/(Decr)	2024-25 Budget	2024-25 Est. Exp.
601	Capital Outlay-Bonds	\$ -	\$ -	\$ -	\$ -	NA	NA
606	Issuance Costs	-	-	-	-	NA	NA
<b>TOTAL OTHER USES/TRANSFERS</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ -</b>	<b>NA</b>	<b>NA</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

<b>99100--OTHER USES/TRANSFERS</b>							
<b>Acct. No.</b>	<b>Description</b>	<b>2024-25 Est. Exp.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Increase Budget Incr/(Decr)</b>	<b>Pct. Change 2024-25 Budget</b>	<b>Pct. Change 2024-25 Est. Exp.</b>
590	Transfers to Other Funds-Energy Loan	\$217,610	\$217,601	\$217,590	\$ (11)	-0.01%	-0.01%
600	Transfers to Other Funds-Technology	-	-	-	-	NA	NA
<b>TOTAL OTHER USES/TRANSFERS</b>		<b>\$217,610</b>	<b>\$217,601</b>	<b>\$217,590</b>	<b>\$ (11)</b>	<b>-0.01%</b>	<b>-0.01%</b>

**MURFREESBORO CITY SCHOOLS 2025-2026 BUDGET**

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25 Est. Exp.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Increase Budget Incr/(Decr)</b>	<b>Pct. Change 2024-25 Budget</b>	<b>Pct. Change 2024-25 Est. Exp.</b>
<b>GRAND TOTAL</b>		<b>\$ 114,239,038</b>	<b>\$ 116,133,739</b>	<b>\$ 117,907,499</b>	<b>\$ 1,773,760</b>	<b>1.53%</b>	<b>3.21%</b>

**TEACHER SALARY CHART**  
**MURFREESBORO CITY SCHOOLS**  
**2025-2026 SCHOOL YEAR**  
**Effective July 1, 2025**  
**Variable increases to BS, MA, MA+30, EDS & PHD**

4/14/2025

EXP	BS	MA	MA+30	EDS	PHD
EXP 0	50,500.00	54,095.60	58,220.93	60,380.87	65,260.93
EXP 1	51,557.50	55,629.86	60,617.69	62,685.87	67,719.74
EXP 2	51,865.00	56,840.49	62,628.12	64,501.97	70,170.50
EXP 3	52,731.59	58,447.74	64,247.38	66,151.83	71,892.47
EXP 4	54,444.44	59,969.76	65,840.43	67,759.08	73,553.26
EXP 5	55,984.90	61,545.32	67,482.64	69,434.07	75,289.44
EXP 6	57,402.39	63,561.30	69,030.89	70,998.71	77,180.77
EXP 7	58,818.79	64,528.19	70,698.24	72,804.81	79,140.94
EXP 8	60,397.68	66,390.02	72,840.87	74,917.95	81,313.08
EXP 9	62,136.88	68,138.22	74,582.51	76,670.52	83,041.61
EXP 10	63,486.30	69,469.03	75,902.40	78,022.09	84,523.21
EXP 11	64,781.92	70,751.77	77,208.09	79,029.49	85,639.87
EXP 12	66,117.06	72,067.29	78,520.33	80,602.87	86,972.87
EXP 13	67,021.80	73,014.60	79,420.65	81,504.29	87,852.43
EXP 14	67,955.08	73,918.20	80,343.92	82,913.52	88,810.66
EXP 15	68,849.93	74,797.76	81,222.39	83,790.56	89,677.11
EXP 16	68,849.93	75,266.92	81,620.54	83,913.68	90,219.21
EXP 17	69,377.56	75,533.63	81,620.54	84,531.97	90,321.71
EXP 18	69,377.56	75,636.13	81,620.54	85,607.20	90,475.46
EXP 19	69,786.53	75,903.15	82,393.39	86,476.40	90,873.16
EXP. 20	70,500.61	76,876.55	83,128.40	87,348.90	91,795.82
EXP 21	71,038.73	77,190.20	83,761.85	88,066.40	92,494.87
EXP 22	71,581.98	77,779.06	84,397.35	88,692.68	93,199.04
EXP 23	72,128.31	78,372.02	85,045.15	89,369.18	93,909.37
EXP 24	72,496.28	78,771.77	85,473.60	89,823.25	94,488.49
EXP. 25	72,816.30	79,165.56	85,915.20	90,279.13	94,865.44

\_\_\_\_\_  
 Director of Schools

\_\_\_\_\_  
 Date:

\_\_\_\_\_  
 Board of Education Chair

\_\_\_\_\_  
 Date:

MURFREESBORO CITY SCHOOLS												4/23/2025
CLASSIFIED SALARY SCHEDULE FOR 2025-2026												
POSITION / ASSIGNMENT	SCHEDULE	HOW PAID	LEVEL OF EXPERIENCE									
			ENTRY PAY	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS	FIVE YEARS	SIX YEARS	SEVEN YEARS	EIGHT YEARS	NINE YEARS
<b>TRANSPORTATION DEPARTMENT</b>												
	Days											
Bus Driver (Full Time)	190	Hourly	22.04	22.73	23.42	24.11	24.79	25.48	26.18	26.87	27.55	28.24
Bus Driver (Part Time)	As Needed	Hourly	24.60	24.60	24.60	24.60	24.60	24.60	24.60	24.60	24.60	24.60
Bus Assistant (current team only)	190	Hourly	14.41	14.44	14.71	15.00	15.24	15.53	15.77	16.05	16.33	16.57
Bus Assistant (New)	190	Hourly	14.41	14.41	14.41	14.41	14.41	14.41	14.41	14.41	14.41	14.41
<b>SCHOOL BASED</b>												
	Hours											
Educational Assistant (Full Time) Degree	1400	Hourly	16.83	17.29	17.70	18.16	18.60	19.04	19.26	19.44	19.92	20.50
	1400	Salary	23,561	24,213	24,787	25,423	26,044	26,665	26,960	27,224	27,876	28,698
Educational Assistant (Full Time) Non-Degree	1400	Hourly	15.97	16.42	16.77	17.18	17.59	18.01	18.20	18.42	18.81	19.38
	1400	Salary	22,350	22,987	23,483	24,058	24,632	25,206	25,486	25,781	26,339	27,131
Mid Day Assistant (Part Time) 4hrs/day	720	Hourly	15.97	15.97	15.97	15.97	15.97	15.97	15.97	15.97	15.97	15.97
Office Assistant (Full Time) Degree	1400	Hourly	16.83	17.29	17.70	18.16	18.60	19.04	19.26	19.44	19.92	20.50
	1400	Salary	23,561	24,213	24,787	25,423	26,044	26,665	26,960	27,224	27,876	28,698
Office Assistant (Full Time) Non-Degree	1400	Hourly	15.97	16.42	16.77	17.18	17.59	18.01	18.20	18.42	18.81	19.38
	1400	Salary	22,350	22,987	23,483	24,058	24,632	25,206	25,486	25,781	26,339	27,131
Attendance Secretary (Full Time) Degree	1449	Hourly	19.23	19.72	20.19	20.69	21.18	21.67	21.90	22.11	22.62	23.28
	1449	Salary	27,860	28,588	29,254	29,986	30,692	31,400	31,734	32,042	32,773	33,730
Attendance Secretary (Full Time) Non-Degree	1449	Hourly	18.26	18.77	19.17	19.61	20.07	20.52	20.73	20.97	21.45	22.04
	1449	Salary	26,462	27,195	27,772	28,413	29,076	29,738	30,050	30,381	30,707	31,937
Secretary/Bookkeeper (Full Time) Degree	1540	Hourly	19.23	19.67	20.72	21.74	22.79	23.80	24.85	25.89	26.83	27.82
	1540	Salary	29,613	30,296	31,905	33,488	35,094	36,652	38,260	39,866	41,326	42,841
Secretary/Bookkeeper (Full Time) Non-Degree	1540	Hourly	18.32	18.76	19.80	20.83	21.87	22.89	23.92	24.97	25.92	26.91
	1540	Salary	28,202	28,886	30,495	32,076	33,683	35,241	36,850	38,456	39,915	41,431
<b>TECHNOLOGY DEPARTMENT</b>												
	Hours											
Technician	2080	Salary	55,059	56,160	57,283	58,428	59,596	60,788	62,002	63,244	64,508	65,798
<b>SUB TEACHERS/EA SPED SUBS</b>												
Certified Teacher (T/W/TH)	As Needed	Per Day	120	120	120	120	120	120	120	120	120	120
Certified Teacher (M/F)	As Needed	Per Day	130	130	130	130	130	130	130	130	130	130
Substitute Teacher Non-Certified (T/W/TH)	As Needed	Per Day	110	110	110	110	110	110	110	110	110	110
Substitute Teacher Non-Certified (M/F)	As Needed	Per Day	120	120	120	120	120	120	120	120	120	120
Certified/Non-Certified Teacher 15 or more	As Needed	Per Day	200	200	200	200	200	200	200	200	200	200
<b>SCHOOL NUTRITION</b>												
	Days											
Cafeteria Manager	190	Salary	37,592	37,948	38,303	38,659	39,015	39,370	39,726	40,082	40,437	40,793
Cafeteria Assistant Managers	180	Hourly	18.00	18.11	18.22	18.33	18.44	18.55	18.66	19.20	19.31	19.66
Cafeteria Staff	180	Hourly	16.00	16.11	16.22	16.33	16.44	16.55	16.66	17.20	17.31	17.66

MURFREESBORO CITY SCHOOLS												
CLASSIFIED SALARY SCHEDULE FOR 2025-2026												4/23/2025
POSITION / ASSIGNMENT	SCHEDULE	HOW PAID	LEVEL OF EXPERIENCE									
			ENTRY PAY	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS	FIVE YEARS	SIX YEARS	SEVEN YEARS	EIGHT YEARS	NINE YEARS
<b>Farm to School</b>												
	Hours											
Full Time Farmer Educator	1950	Salary	35,370	36,094	36,841	37,608	38,376	39,165	39,975	40,806	41,659	42,533
Part Time Farmer Educator	As Needed	Hourly	17.00	17.35	17.71	18.08	18.45	18.83	19.22	19.62	20.03	20.45
Part Time Farmer Assistant	As Needed	Hourly	15.98	16.33	16.69	17.06	17.43	17.80	18.19	18.59	19.00	19.42
<b>MAINTENANCE DEPARTMENT</b>												
	Hours											
General Maintenance	2080	Hourly	14.38	14.77	15.20	15.71	16.18	16.67	17.14	17.62	18.10	18.60
Maintenance Foreman	2080	Hourly	17.59	18.11	18.67	19.24	19.81	20.41	21.03	21.64	22.29	22.96
Maintenance Technician	2080	Hourly	18.62	19.70	20.76	21.83	22.94	24.00	25.08	26.49	27.55	28.58
Nutrition Maintenance	2080	Hourly	25.73	26.76	27.79	28.82	29.85	30.88	31.91	32.94	33.97	35.00
<b>EXTENDED SCHOOL PROGRAM</b>												
Assistant Site Director	As Needed	Hourly	16.79	17.35	17.91	18.47	18.75	19.02	19.31	19.59	19.86	19.86
Caller (current team only)	As Needed	Hourly	16.23	16.79	17.35	17.63	17.91	18.19	18.19	18.19	18.19	18.19
ESP Staff	As Needed	Hourly	15.67	16.23	16.79	17.07	17.35	17.63	17.63	17.63	17.63	17.63
ESP Student Worker	As Needed	Hourly	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
Little Sprouts Lead Teacher Degree	200 Days	1600	27,792	28,680	29,642	30,054	30,640	31,122	31,588	32,062	32,543	33,031
Little Sprouts Lead Teacher Non-Degree	200 Days	1600	26,607	27,495	28,381	28,825	29,268	29,712	30,156	30,598	31,042	31,485
Little Sprouts Hourly	As Needed	Hourly	15.67	16.23	16.79	17.07	17.35	17.63	17.63	17.63	17.63	17.63
Certified Teacher when Teaching in ESP	As Needed	Hourly	30.00									
Certified Teacher when Care Giver in ESP	As Needed	Hourly	30.00									
EA when Teaching in ESP	As Needed	Hourly	25.00									
EA when Care Giver in ESP	As Needed	Hourly	25.00									
<b>SCHOOL NURSES</b>												
	Hours											
Registered Nurse (RN)	1400	Hourly	29.32	30.96	32.57	34.21	35.83	37.46	39.09	40.72	41.49	42.50
	1400	Salary	41,046	43,337	45,607	47,898	50,168	52,455	54,727	57,019	58,084	59,496
Licensed Practical Nurse (LPN)	1400	Hourly	22.00	22.81	23.62	24.44	25.25	26.06	26.88	27.71	28.45	29.19
	1400	Salary	30,792	31,925	33,059	34,216	35,349	36,483	37,620	38,782	39,832	40,862
Sub Nurse - RN	As Needed	Hourly	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65	26.65
Sub Nurse - LPN	As Needed	Hourly	19.48	19.48	19.48	19.48	19.48	19.48	19.48	19.48	19.48	19.48
Director of Schools			Date:									
Board of Education Chair			Date:									

**Murfreesboro City Schools'**  
**Proposed Differentiated Pay Plan 2025-2026**  
(All Bonuses will be prorated based on start dates)

**Special Education Positions:**

- New CDC/IPK Teacher Hiring/Retention Bonus = \$1,000 per semester (payable Aug. and Jan.)
- Existing CDC/IPK Teacher Retention Bonus= \$500 per semester (payable Jan. and July)
- BEST Teacher Retention Bonus = \$2,500 per semester (payable in Jan. and July)
- BEST EA Retention Bonus = \$500 per semester (payable in Jan. and July)

**Certified Positions:**

- 6<sup>th</sup> Grade Retention Bonus = \$500 per semester (payable in Jan. and July)
- Student Teachers that complete residency II placements in 24-25 who sign a contract with MCS = \$500 per semester (payable in Aug. and Jan.)

**Classified Positions:**

- Bus Driver Retention Bonus = **\$400** per semester (payable in Jan. and July) if the driver maintains 93% attendance.

Differentiated Pay Plans will apply to retired teachers returning to the classroom.

**Agenda Item Title:** 2025-2026 Federal Consolidated Budget

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The 2025-2026 Federal Consolidated budget is being presented to the Board for approval. The budget includes projected revenues and expenditures associated with Title I, Title II, Title III, Consolidated Admin, IDEA Part B, IDEA PreK federal programs and the 21<sup>st</sup> Century Community Learning Grant.

The revenues and expenditures with these funds are considered preliminary allocations and will be adjusted as allocations are adjusted and finalized by the Department of Education.

### Staff Recommendation

To approve the 2025 - 2026 Federal Consolidated budget as presented.

### Fiscal Impact

Title I & Con Admin.	\$1,845,384 which support the needs of eight identified Title I schools. This includes \$73,178 transferred from Title IV
Title II	\$399,830 which supports teacher development
Title III	\$196,960 which supports English Language Learners. This includes \$53,955 transferred from Title IV
IDEA part B	\$1,844,321 which supports the education of students with disabilities
IDEA PreK	\$49,290 which supports the education of PreK students with disabilities
21 <sup>st</sup> CCLC	\$571,157 which supports after school tutoring through our ESP program
<b>Total:</b>	<b>\$4,906,942</b>

### Connection to MCS's Five-Year Strategic Plan

**Known:** Every student will be *known* through whole-child programs and support.

- ☒ **Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- ☒ **Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- ☒ **Empowered:** Every student will be *empowered* through academic success

## FY26 Federal Projects

4/22/2025	Title IA and Con Admin		Notes
Prelim			
	<b>Title IA</b>		
71100-116	Teachers	697,786	9 FTE
71100-163	Educational Assistants	108,030	4 FTE
71100-195	Substitute Teachers	19,000	
71100-201	Social Security	50,581	
71100-204	Retirement	56,300	
71100-206	Life Insurance	2,602	
71100-207	Medical Insurance	130,935	
71100-208	Dental Insurance	2,900	
71100-212	Medicare	11,655	
71100-429	Inst Supplies & Materials	94,414	
72130-499	Other Supplies (Family Eng)	16,227	
72130-599	Other Charges (Homeless)	20,000	
72210-172	Instructional Coaches	232,129	3 FTE
72210-189	Reg Instruction-Other	76,477	1 FTE
72210-201	Social Security	19,136	
72210-204	Retirement	24,092	
72210-206	Life Insurance	876	
72210-207	Medical Insurance	49,435	
72210-208	Dental Insurance	1,160	
72210-212	Medicare	4,496	
72210-307	Communication	600	
72210-355	Travel	1,000	
72210-524	Inservice/Staff Development	12,000	
99100-504	Indirect Cost	58,388	
	<b>Total Title IA</b>	<b>1,690,219</b>	
	<b>Con Admin</b>		
72210-105	Reg Instruction-Super/Direc	70,000	1.5 FTE
72210-189	Other Salaries & Wages	25,965	1 FTE
72210-201	Social Security	15,121	
72210-204	Retirement	20,086	
72210-206	Life Insurance	794	
72210-207	Medical Insurance	11,749	
72210-208	Dental Insurance	500	
72210-212	Medicare	3,000	
72210-307	Communication	950	
72210-355	Travel	1,000	
72210-524	Inservice/Staff Development	6,000	
	<b>Total Con Admin</b>	<b>155,165</b>	
	<b>Total Title IA &amp; Con Admin</b>	<b>1,845,384</b>	
	<b>Prelim FY26 Allocation</b>	<b>1,772,206</b>	
	<b>Transfer from Title IV</b>	<b>73,178</b>	
	<b>Total</b>	<b>1,845,384</b>	

9 Academic Interventionists  
Educational Assistants

Math Coaches  
Title I Family Outreach  
16 Liaisons

Asst Super/Federal Dir  
Federal Bookkeeper

FY26 Prelim		1 FE Liaison/.2 MC Set aside		2 AI 2 EA	1 AI .4 MC	1 AI 1 EA MC 1	1 AI	1 AI MC 1	1 AI 1 EA	1 AI 1 MC	1 AI		
4/22/2025	TITLE I		CO	MNS	BR	HG	RR	BF	JP	CLA	NF		
71100-116	Teachers			143,039	79,166	90,279	78,373	61,848	90,279	75,636	79,166		697,786
71100-116	Teacher-Tutoring												0
71100-163	Ed Assistants			53,485		26,339			25,206				105,030
71100-163	EA Overtime			1,000		1,000			1,000				3,000
71100-195	Substitute Teachers			2,000	2,000	2,000	2,000	2,000	5,000	2,000	2,000		19,000
71100-201	Social Security			12,499	4,908	7,430	4,859	3,835	7,453	4,689	4,908		50,581
71100-204	Retirement			16,338	4,568	8,565	4,522	4,948	8,427	4,364	4,568		56,300
71100-206	Life Insurance			660	266	214	255	208	479	254	266		2,602
71100-207	Medical Insurance			28,949	19,296	19,686	14,780	19,296	12,241	8,143	8,544		130,935
71100-208	Dental Insurance			580	290	580	290	290	290	290	290		2,900
71100-212	Medicare			2,893	1,148	1,691	1,136	897	1,696	1,097	1,097		11,655
71100-299	Other Fringe Benefits			0					0				0
71100-429	Inst Materials & Supplies			47,200	8,000	2,000	2,000	9,000	22,214	2,000	2,000		94,414
	<b>Carryover</b> Instructional Supp												0
72130-499	Family Engagement		1,622.70	2,041	1,114	1,926	1,030	2,355	2,371	2,131	1,637		16,227
	<b>Carryover</b> Family Engagement												0
72130-599	Other Charges (Homeless)		20,000										20,000
72210-172	Other Salaries (Coaches)	13,808			27,617	87,916		75,171		27,617			232,129
72210-201	Social Security	856			1,713	5,451		4,661		1,713			14,394
72210-204	Retirement	1,105			2,209	7,033		4,337		2,209			16,893
72210-206	Life Insurance	45			90	289		246		90			760
72210-207	Medical Insurance	2,388			4,777	16,708		12,241		4,777			40,891
72210-208	Dental Insurance	58			116	290		290		116			870
72210-212	Medicare	200			401	1,275		1,090		401			3,367
72210-299	Other Finge Benefits												0
72210-524	Staff Development								12,000				12,000
72210-189	Other Salaries (Liaison)	36,477		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000		76,477
72210-201	Social Security	2,262		310	310	310	310	310	310	310	310		4,742
72210-204	Retirement	4,439		345	345	345	345	345	345	345	345		7,199
72210-206	Life Insurance	116											116
72210-207	Medical Insurance	8,544											8,544
72210-208	Dental Insurance	290											290
72210-212	Medicare	529		75	75	75	75	75	75	75	75		1,129
72210-299	Other Fringe												0
72210-307	Communication	600											600
72210-355	Mileage	1,000											1,000
99100-504	Indirect Cost												58,388
	<b>GRAND TOTAL</b>	72,717	21,623	314,373	162,295	284,476	113,945	206,088	192,015	141,126	108,569	0	1,690,219
	<b>Prelim FY26 Budget</b>												<b>FY26 Alloc</b>
	<b># Low Income Students</b>			616	331	582	312	731	682	600	491		4,345
	<b># Total Students</b>			629	343	657	353	890	832	849	711		5,264
	<b>Actual Per Pupil Amount</b>			510.35	490.32	488.79	365.21	281.93	281.55	235.21	221.12		
with medic	School Total F & R			97.93%	96.50%	88.58%	88.39%	82.13%	81.97%	70.67%	69.06%		

## FY 26 Federal Projects

4/22/2025	Title IIA			
Prelim				
72210-189	Other Salaries & Wages	298,530	3.25 FTE	2 Technology Instructors
72210-189	Substitute Teachers	5,000		1 Math Coordinator
72210-201	Social Security	13,478		.25 Instructional Support
72210-204	Retirement	10,541		
72210-206	Life Insurance	980		
72210-207	Medical Insurance	9,138		
72210-208	Dental Insurance	501		
72210-212	Medicare	2,612		
72210-355	Travel	1,000		
72210-524	Inservice/Staff Dev-MCS	45,550		
99100-504	Indirect Cost	12,500		
	Total	<b>399,830</b>		
	<b>Prelim FY26 Allocation</b>	<b>400,030</b>		
	<b>Transfer to Con Admin</b>	<b>-200</b>		
	<b>Total</b>	<b>399,830</b>		

## FY26 Federal Projects

4/22/2025	Title III		Notes
<b>Prelim</b>			
72210-189	Other Salaries & Wages	130,000	4 FTE
72210-201	Social Security	8,100	1.5 Arabic Outreach 2.5 Hispanic Outreach
72210-204	Retirement	12,000	
72210-206	Life Insurance	360	
72210-207	Medical Insurance	32,000	
72210-208	Dental Insurance	850	
72210-212	Medicare	1,900	
72210-307	Communication	1,000	
72210-355	Travel	1,100	
72210-499	Other Supplies/Materials	1,000	
72210-524	Inservice/Staff Dev	5,000	
99100-504	Indirect Cost	3,650	
	Total	<b>196,960</b>	
	<b>Prelim FY26 Allocation</b>	<b>143,205</b>	
	<b>Transfer from Title IV</b>	<b>53,955</b>	
	<b>Transfer to Con Admin</b>	<b>-200</b>	
	<b>Total</b>	<b>196,960</b>	

## FY26 Federal Projects

3/13/2025	IDEA Part B		Notes
<b>Prelim</b>			
71200-116	Teachers	151,507	2 FTE
71200-163	Educational Assistants	410,000	16 FTE
71200-171	Speech Pathologist	197,943	3 FTE
71200-195	Substitutes	10,000	
71200-201	Social Security	46,404	
71200-204	Retirement	74,729	
71200-206	Life Insurance	2,490	
71200-207	Medical Insurance	134,474	
71200-208	Dental Insurance	4,635	
71200-212	Medicare	10,853	
71200-399	Other Contracted Services	5,000	
71200-429	Instructional Supplies/Materials	1,000	
71200-499	Other Supplies/Materials	1,000	
72220-124	Psychologist Intern	10,000	1 FTE
72220-131	Medical Personnel	112,000	2 FTE
72220-135	Assessment Personnel	1,000	.2 FTE
72220-161	Secretary	35,000	1 FTE
72220-189	Other Salaries & Wages	350,000	4 FTE
72220-201	Social Security	35,000	
72220-204	Retirement	49,376	
72220-206	Life Insurance	2,034	
72220-207	Medical Insurance	69,128	
72220-208	Dental Insurance	2,030	
72220-212	Medicare	8,200	
72220-312	Contracts w/Private Agencies	63,500	
72220-355	Travel	1,000	
72220-499	Other Supplies/Materials	1,000	
72220-524	Inservice/Staff Development	5,000	
72710-311	Contracts w/other School Sys	1,000	
99100-504	Transfer Out-Indirect Cost	49,018	
	<b>TOTAL</b>	<b>1,844,321</b>	
	<b>Prelim FY26 Allocation</b>	<b>1,844,321</b>	

1 Teacher/1 Deaf Ed Teacher  
 13 EA/2 PreK EA  
 3 Speech  
 1 Deaf Ed (163)

1 Psychologist Intern  
 1 OTR & 1 COTA  
 Summer staff  
 1 SPED Secretary  
 1 Compliance  
 2 Instructional Specialist  
 1 Related Services Specialist

## FY26 Federal Projects

4/22/2025	IDEA PreK		Notes
<b>Prelim</b>			
71200-163	Other Salaries & Wages	27,998	1 FTE
71200-171	Speech Pathologist	1,000	
71200-201	Social Security	1,914	
71200-204	Retirement	3,620	
71200-206	Life Insurance	90	
71200-207	Medical Insurance	9,490	
71200-208	Dental Insurance	280	
71200-212	Medicare	448	
71200-429	Instructional Supplies/Materials	1,500	
71200-499	Other Supplies/Materials	750	
71200-725	Special Education Equipment	500	
72220-499	Other Supplies/Materials	500	
99100-504	Transfer Out-Indirect Cost	1,200	
	Total	<b>49,290.00</b>	
	<b>Prelim FY25 Allocation</b>	<b>49,290.00</b>	

1 PreK EA  
.05 SLP for PSPS

## FY 26 Federal Projects

4/22/2025	21st CCLC		Notes
<b>Prelim</b>			
73300-105	Supervisor/Director	57,232	1 FTE
73300-116	Teachers	172,320	45 Teachers/8 counselors
73300-162	Clerical Personnel	32,000	1 Clerical-ELA data entry (81%)
73300-163	Educational Assistants	137,070	30 Staff
73300-189	Other Salaries	52,000	1 Enrichment Specialist (29%)/ 8 Bus drivers
73300-201	Social Security	28,400	
73300-204	Retirement	23,800	
73300-206	Life Insurance	150	
73300-207	Medical Insurance	15,250	
73300-208	Dental Insurance	458	
73300-212	Medicare	6,635	
73300-355	Travel	1,000	
73300-429	Instructional Supplies	16,000	
73300-499	Other Supplies	4,711	
73300-524	In-Service/Staff Development	1,100	
73300-599	Other Charges	5,000	Fuel
99100-509	Transfers to other funds	18,031	
	Total	<b>571,157</b>	



**Agenda Item Title:** 2025-2026 School Nutrition Budget

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The 2025-2026 School Nutrition budget is being presented to the Board for approval. The budget includes projected revenues and expenditures associated with the School Nutrition operations.

### Staff Recommendation

To approve the 2025-2026 School Nutrition budget as presented.

### Fiscal Impact

Total Budgeted Revenues:	\$7,083,593
Total Budgeted Expenditures:	\$8,970,129
Total from Fund Balance:	\$1,886,536

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

9402

**NUTRITION FUND 143**

<b>REVENUES SUMMARY</b>						<b>% Change</b>	<b>% Change</b>
<b>Description</b>	<b>2024-25 Est. Rev.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>2024-25 Budget</b>	<b>2024-25 Est. Rev.</b>	
43000 Education Charges	265,000	266,667	293,025	26,358	9.88%	10.58%	
44000 Local Charges	237,000	215,542	281,807	66,265	30.74%	18.91%	
46000 State of Tennessee	45,148	40,000	45,148	5,148	12.87%	0.00%	
47000 Federal Government	5,890,099	5,955,988	6,463,613	507,625	8.52%	9.74%	
<b>TOTAL REVENUES</b>	<b>\$ 6,437,247</b>	<b>\$ 6,478,197</b>	<b>\$ 7,083,593</b>	<b>\$ 605,396</b>	<b>9.35%</b>	<b>10.04%</b>	

**REVENUES**

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25 Est. Rev.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>% Change 2024-25 Budget</b>	<b>% Change 2024-25 Est. Rev.</b>
43521	Lunch Payment-Child	-	-	-	-	NA	NA
43522	Lunch Payment-Adult	50,000	27,000	44,000	17,000	62.96%	-12.00%
43523	Income from Breakfast	-	-	-	-	NA	NA
43525	A la Carte Sales	215,000	239,667	249,025	9,358	3.90%	15.83%
<b>TOTAL EDUCATION CHARGES</b>		<b>\$ 265,000</b>	<b>\$ 266,667</b>	<b>\$ 293,025</b>	<b>\$ 26,358</b>	<b>9.88%</b>	<b>10.58%</b>

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25 Est. Rev.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>% Change 2024-25 Budget</b>	<b>% Change 2024-25 Est. Rev.</b>
44110	Interest Investments	142,000	138,000	175,000	37,000	26.81%	23.24%
44170	Miscellaneous Refunc	95,000	77,542	106,807	29,265	37.74%	12.43%
<b>TOTAL OTHER LOCAL REVENUE</b>		<b>\$ 237,000</b>	<b>\$ 215,542</b>	<b>\$ 281,807</b>	<b>\$ 66,265</b>	<b>30.74%</b>	<b>18.91%</b>

<b>Acct. No.</b>	<b>Description</b>	<b>2024-25 Est. Rev.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>% Change 2024-25 Budget</b>	<b>% Change 2024-25 Est. Rev.</b>
46520	Food Service - State Matching	45,148	40,000	45,148	5,148	12.87%	0.00%
<b>TOTAL STATE OF TENNESSEE</b>		<b>\$45,148</b>	<b>\$40,000</b>	<b>\$45,148</b>	<b>\$5,148</b>	<b>12.87%</b>	<b>0.00%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

Acct. No.	Description	2024-25	2024-25	2025-26	Net Budget Incr/(Decr)	% Change	% Change
		Est. Rev.	Budget	Budget		2024-25 Budget	2024-25 Est. Rev.
47111	USDA - Lunch	3,200,000	2,996,120	3,585,592	589,472	19.67%	-100.00%
47112	USDA - Commodities	422,099	422,099	455,837	33,738	7.99%	7.99%
47113	USDA - Breakfast	1,450,000	1,642,908	1,704,557	61,649	3.75%	17.56%
47114	USDA - Other	78,000	78,645	180,477	101,832	129.48%	131.38%
47590	Federal through State	740,000	816,216	537,150	(279,066)	-34.19%	-27.41%
47804	COVID-19 P-EBT Gra	-	-	-	-	NA	NA
<b>TOTAL FEDERAL REVENUE</b>		<b>\$ 5,890,099</b>	<b>\$ 5,955,988</b>	<b>\$ 6,463,613</b>	<b>\$ 507,625</b>	<b>8.52%</b>	<b>9.74%</b>
<b>TOTAL REVENUE</b>		<b>\$ 6,437,247</b>	<b>\$ 6,478,197</b>	<b>\$ 7,083,593</b>	<b>\$ 605,396</b>	<b>9.35%</b>	<b>10.04%</b>
<b>FUND BALANCE - (INCR.)/DECR.</b>		<b>\$ 1,628,983</b>	<b>\$ 2,264,739</b>	<b>\$ 1,886,536</b>	<b>\$ (378,203)</b>	<b>-16.70%</b>	<b>15.81%</b>
<b>GRAND TOTAL REV. &amp; FUND BAL</b>		<b>\$ 8,066,230</b>	<b>\$ 8,742,936</b>	<b>\$ 8,970,129</b>	<b>\$ 227,193</b>	<b>2.60%</b>	<b>11.21%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

**143 73100 SCHOOL NUTRITION**

<b>EXPENDITURES</b>					<b>% Change</b>	<b>% Change</b>
<b>Description</b>	<b>2024-25 Est. Exp.</b>	<b>2024-25 Budget</b>	<b>2025-26 Budget</b>	<b>Net Budget Incr/(Decr)</b>	<b>2024-25 Budget</b>	<b>2024-25 Est. Exp.</b>
105 Nutrition Director	133,358	131,349	128,235	(3,114)	-2.37%	-3.84%
119 Accountant/Bookkeeper	23,500	28,978	21,859	(7,119)	-24.57%	-6.98%
165 Cafeteria Personnel	1,600,000	1,481,339	2,021,076	539,737	36.44%	26.32%
189 Other Salaries	250,000	387,186	495,627	108,441	28.01%	98.25%
201 Social Security	124,425	132,860	163,551	30,691	23.10%	31.45%
204 State Retirement	146,900	138,592	174,579	35,987	25.97%	18.84%
206 Life Insurance	2,700	2,615	2,500	(115)	-4.40%	-7.41%
207 Medical Insurance	300,800	268,190	325,202	57,012	21.26%	8.11%
208 Dental Insurance	8,135	8,800	8,500	(300)	-3.41%	4.49%
210 Unemployment	500	1,500	1,000	(500)	-33.33%	0.00%
212 Medicare	29,099	34,620	36,335	1,715	4.95%	24.86%
299 Other Fringe Benefits	7,050	10,500	-	(10,500)	-100.00%	-100.00%
307 Communications	4,000	4,200	4,500	300	7.14%	12.50%
320 Dues & Memberships	2,500	2,500	2,500	-	0.00%	0.00%
336 Maint & Repair Equip	50,000	52,000	60,000	8,000	15.38%	20.00%
348 Postal Charges	105	100	200	100	100.00%	0.00%
355 Travel	12,000	7,500	14,000	6,500	86.67%	16.67%
399 Other Contract Serv	250,000	350,000	200,000	(150,000)	-42.86%	-20.00%
421 Food Prep Supplies (I	275,000	295,000	295,000	-	0.00%	7.27%
422 Food Supplies (Food)	3,500,000	3,900,950	3,500,480	(400,470)	-10.27%	0.01%
425 Gasoline	1,000	5,000	5,000	-	0.00%	400.00%
435 Office Supplies	7,000	7,500	7,500	-	0.00%	7.14%
451 Uniforms	15,000	15,000	15,000	-	0.00%	0.00%
469 USDA Commodities	422,009	422,009	455,837	33,828	8.02%	8.02%
499 Other Supplies & Mat	42,000	45,000	42,000	(3,000)	-6.67%	0.00%
504 Indirect Cost	-	-	75,000	75,000	NA	NA
524 In-Service/Staff Devel	45,148	45,148	55,148	10,000	22.15%	22.15%
599 Other Charges	4,000	4,500	4,500	-	0.00%	12.50%
710 Food Service Equipm	800,000	950,000	725,000	(225,000)	-23.68%	-9.38%
718 Motor Vehicles	-	-	120,000	120,000	NA	NA
719 Office Equipment	10,000	10,000	10,000	-	0.00%	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,066,230</b>	<b>\$ 8,742,936</b>	<b>\$ 8,970,129</b>	<b>\$ 227,193</b>	<b>2.60%</b>	<b>11.21%</b>

**MURFREESBORO CITY SCHOOLS**  
**Nutrition Fund 143 Budget**  
**2025-2026**

**143 99100**

<b>OTHER USES - Transfers Out</b>					<b>% Change</b>	<b>% Change</b>	
<b>Description</b>		<b>2024-25</b>	<b>2024-25</b>	<b>2025-26</b>	<b>Net Budget</b>	<b>2024-25</b>	<b>2024-25</b>
		<b>Est. Exp.</b>	<b>Budget</b>	<b>Budget</b>	<b>Incr/(Decr)</b>	<b>Budget</b>	<b>Est. Exp.</b>
599	Other Charges	-	-	90,000	90,000	NA	NA
<b>TOTAL TRANSFERS</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,000</b>	<b>\$ 90,000</b>	<b>0.00%</b>	<b>-100.00%</b>
<b>GRAND TOTAL EXPEND &amp; TRANSFE</b>		<b>\$ 8,066,230</b>	<b>\$ 8,742,936</b>	<b>\$ 9,060,129</b>	<b>\$ 317,193</b>	<b>3.63%</b>	<b>12.32%</b>

**Agenda Item Title:** 2025-2026 Extended School Program (ESP) Budget

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The 2025-2026 ESP budget is being presented to the Board for approval. The budget includes revenue projections and expenditures associated with the Extended School Program operations.

### Staff Recommendation

To approve the 2025-2026 ESP budget as presented.

### Fiscal Impact

Total Budgeted Revenues:	\$6,482,235
Total Budgeted Expenditures:	\$6,432,105
Projected Addition to Fund Balance:	\$50,130

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**Murfreesboro City Schools**  
**Extended School Program (ESP) Fund 146 Budget FY 2025-2026**

**ESP Revenues**

Account Number	Description	FY 2024-25 Estimate	FY 2024-25 Budget Original	FY 2024-25 Budget Revised	FY 2025-26 Budget	% Change from FY25 Budget	% Change from FY25 Estimate
43517	Tuition/Registration	4,329,310	5,119,630	5,119,630	5,485,255	7.14%	26.70%
43570	Resale Items	500	1,000	1,000	-	-100.00%	-100.00%
44110	Interest Investments	1,000	5,000	5,000	60,000	1100.00%	5900.00%
44111	Interest Checking	260,000	80,000	80,000	190,000	137.50%	-26.92%
44170	Misc. Refunds	150,000	142,635	142,635	281,470	97.34%	87.65%
44171	Field Trips	45,000	59,700	59,700	59,700	0.00%	32.67%
44172	DHS Childcare payments	400,000	254,845	254,845	405,810	59.24%	1.45%
44530	Sale of Equipment	-	-	-	-	NA	NA
<b>Grand Total Revenues</b>		<b>5,185,810</b>	<b>5,662,810</b>	<b>5,662,810</b>	<b>6,482,235</b>	<b>14.47%</b>	<b>25.00%</b>

**ESP Expenditures**

Account Number	Description	FY 2024-25 Estimate	FY 2024-25 Budget Original	FY 2024-25 Budget Revised	FY 2025-26 Budget	% Change from FY25 Budget	% Change from FY25 Estimate
73300 105	Supervisor/Director	164,060	96,670	96,670	112,680	16.56%	-31.32%
73300 189	Other Salaries/Wages	3,500,000	4,565,730	4,565,730	4,751,355	4.07%	35.75%
73300 201	Social Security	227,175	289,070	289,070	301,570	4.32%	32.75%
73300 204	Retirement	152,525	111,705	111,705	142,150	27.25%	-6.80%
73300 206	Life Insurance	2,600	2,810	2,810	2,810	0.00%	8.08%
73300 207	Medical Insurance	187,600	172,730	172,730	256,975	48.77%	36.98%
73300 208	Dental Insurance	5,500	6,600	6,600	6,375	-3.41%	15.91%
73300 210	Unemployment	1,000	4,000	4,000	3,000	-25.00%	200.00%
73300 212	Medicare	53,130	67,600	67,600	70,525	4.33%	32.74%
73300 217	Hybrid Retirement	500	1,000	1,000	1,000	0.00%	100.00%
73300 299	Fringe Benefits	15,120	19,500	19,500	-	-100.00%	-100.00%
73300 307	Communications	13,815	20,960	20,960	23,020	9.83%	66.63%
73300 336	Repair of Equipment	5,000	27,000	27,000	16,000	-40.74%	220.00%
73300 355	Travel	5,000	6,900	6,900	9,500	37.68%	90.00%
73300 399	Other Contracted Services	44,000	44,140	44,140	36,485	-17.34%	-17.08%
73300 415	Electricity	3,200	4,000	4,000	4,000	0.00%	25.00%
73300 454	Water & Sewer	875	1,500	1,500	1,500	0.00%	71.43%
73300 499	Other Supplies & Materials	300,000	324,450	324,450	355,810	9.67%	18.60%
73300 524	Professional Development	15,000	15,000	15,000	15,000	0.00%	0.00%
73300 599	Other Charges	200,000	207,740	207,740	258,350	24.36%	29.18%
73300 799	Other Capital Outlay	85,000	85,625	85,625	64,000	-25.26%	-24.71%
<b>Grand Total Expenditures</b>		<b>4,981,100</b>	<b>6,074,730</b>	<b>6,074,730</b>	<b>6,432,105</b>	<b>5.88%</b>	<b>29.13%</b>

\$ (411,920) \$ 50,130

Increase/(Decrease) to Fund Balance

**Agenda Item Title:** 2025-2026 Debt Service Budget

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

The 2025-2026 Debt Service budget is being presented to the Board for approval.

The Debt Service Fund is used to account for funds reserved for the retirement of the district's debt.

Debt is held by the City of Murfreesboro on behalf of the City School System. The expenses of the Debt Service Fund include principal and interest payments for bond and loan indebtedness for City School's property.

Principal and interest is backed by the full faith, credit, and taxing power of the City of Murfreesboro.

### Staff Recommendation

To approve the 2025-2026 Debt Service budget as presented.

### Fiscal Impact

Debt is held by the City of Murfreesboro. \$217,601 is included in our general-purpose budget for previously completed energy savings projects.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

		<b>2025 - 2026 BUDGET</b>				
		<b>DEBT SERVICE FUND</b>				
<b>ITEM #</b>	<b>DESCRIPTIONS</b>	<b>2024 - 2025 BUDGET</b>	<b>2024 - 2025 ESTIMATE</b>	<b>2025 - 2026 BUDGET</b>	<b>INCREASE (DECREASE)</b>	
1	<b>REVENUES</b>					
2	FROM CITY DEBT SERVICE FUND	4,713,421	4,713,421	4,716,228	2,807	
3	FROM CITY SCHOOLS	217,601	217,601	217,590	(11)	
4	<b>TOTAL REVENUE</b>	<b>4,931,023</b>	<b>4,931,023</b>	<b>4,933,818</b>	<b>2,795</b>	
		<b>BALANCE</b>				
<b>ITEM #</b>	<b>DESCRIPTIONS</b>	<b>OUTSTANDING 6/30/2024</b>	<b>2023 - 2024 BUDGET</b>	<b>2023 - 2024 ESTIMATE</b>	<b>2024 - 2025 BUDGET</b>	<b>INCREASE (DECREASE)</b>
5	<b>EXPENDITURES</b>					
6	<b>BONDS TO BE RETIRED</b>					
7	2014 BOND 5/14/14	5,864,968	1,337,188	1,337,188	1,393,163	55,975
8	2016 BOND 4/25/16	2,367,900	360,716	360,716	371,938	11,222
9	2018 BOND 4/10/18	222,097	22,395	22,395	23,503	1,108
10	2020C REFUNDING BOND 9/30/20	1,326,040	416,822	416,822	429,288	12,466
11	<b>TOTAL BONDS TO BE RETIRED</b>	<b>9,781,004</b>	<b>2,137,120</b>	<b>2,137,120</b>	<b>2,217,892</b>	<b>80,772</b>
12	<b>LOANS / NOTES TO BE RETIRED</b>					
13	2019 LOAN 3/1/19	17,755,295	1,667,497	1,667,497	1,715,469	47,972
14	STATE OF TN-SCHOOLS (FY17)	704,873	180,588	180,588	181,944	1,356
15	<b>TOTAL LOANS/NOTES TO BE RETIRED</b>	<b>18,460,168</b>	<b>1,848,085</b>	<b>1,848,085</b>	<b>1,897,413</b>	<b>49,328</b>
16	<b>TOTAL PRINCIPAL</b>	<b>28,241,172</b>	<b>3,985,206</b>	<b>3,985,206</b>	<b>4,115,305</b>	<b>130,099</b>
17	<b>INTEREST ON BONDS</b>					
18	2014 BOND (FIXED) 5/14/14		245,288	245,288	191,801	(53,488)
19	2016A BOND (FIXED) 4/25/16		74,356	74,356	63,534	(10,821)
20	2018 BOND (FIXED) 4/10/18		8,595	8,595	7,475	(1,120)
21	2020C REFUNDING BOND (FIXED) 9/30/20		52,286	52,286	39,781	(12,505)
22	<b>TOTAL INTEREST ON BONDS</b>		<b>380,525</b>	<b>380,525</b>	<b>302,591</b>	<b>(77,934)</b>
23	<b>INTEREST ON LOANS/NOTES</b>					
24	2019 LOAN (FIXED) 4/1/19		559,269	559,269	511,254	(48,015)
25	STATE OF TN (FIXED) (FY17)		6,024	6,024	4,668	(1,356)
26	<b>TOTAL INTEREST ON LOANS / NOTES</b>		<b>565,293</b>	<b>565,293</b>	<b>515,922</b>	<b>(49,371)</b>
27	<b>TOTAL INTEREST</b>		<b>945,817</b>	<b>945,817</b>	<b>818,513</b>	<b>(127,304)</b>
28	<b>TOTAL EXPENDITURES</b>		<b>4,931,023</b>	<b>4,931,023</b>	<b>4,933,818</b>	<b>2,795</b>

**Agenda Item Title:** Zaner-Bloser Agreement for 2025-2026 School Year

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, an agreement with Zaner-Bloser for the 2025-2026 school year is presented to the Board for approval. This agreement will provide instructional support and materials for handwriting in Grades 2-3. Zaner-Bloser provides structured, research-based instruction in manuscript and cursive writing. This program supports foundational literacy skills by promoting legible handwriting development through engaging and developmentally appropriate resources.

### Staff Recommendation

Approve agreement with Zaner-Bloser for 2025-2026 School Year

### Fiscal Impact

The cost of the Zaner-Bloser agreement is \$47,531.00. The funding for this purchase is derived from the general purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



## **QUOTE SUMMARY FOR**

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### **Murfreesboro City School Dist**

Account Number: 242022

Murfreesboro, TN

Rhonda Gore

(615) 893-2313

rhonda.gore@cityschool.net



Quote # 00063829

Issued on April 22, 2025

Expires on July 31, 2025

### **PREPARED BY**

Jenna Antonik

Account Manager

jenna.antonik@zaner-bloser.com

### **THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.**

To place your order, complete the Order Information page and scan/email it with this quote to your Sales Consultant. If you need to reach our Customer Experience department, please reach out via [CustomerExperience@zaner-bloser.com](mailto:CustomerExperience@zaner-bloser.com) or 800.421.3018.

**April 22, 2025**

**Murfreesboro City School Dist • Murfreesboro, TN**

Dear Rhonda Gore:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Please complete the following:

- School Information
- Digital Product Information
- Shipping and Delivery Instructions

Orders with Professional Development will be invoiced separately from your materials. We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Jenna Antonik  
Account Manager

**Murfreesboro City School Dist • Murfreesboro, TN**

<b>PROGRAM</b>	<b>GRADE</b>	<b>SAVINGS</b>	<b>COST</b>
<i>Zaner-Bloser Handwriting</i>	Grade 2	\$8,152.50	\$20,860.00
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$8,478.60	\$22,350.00

<b>TOTAL SAVINGS</b>	<b>\$16,631.10</b>
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PRODUCT TOTAL	<b>\$47,531.00</b>
PD TOTAL	<b>\$0.00</b>
SUBTOTAL COST	<b>\$43,210.00</b>
SHIPPING/PROCESSING (10%)	<b>\$4,321.00</b>

<b>AMOUNT TO BE INVOICED</b>	<b>\$47,531.00</b>
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Includes materials, shipping, and processing. May not include applicable local and state taxes.

**Zaner-Bloser Handwriting: Grade 2**

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453142523	Handwriting 2025 Grade 2M Teacher Edition	\$108.70	75	<i>Complimentary</i>
9781453142431	Handwriting 2025 Grade 2M Student Edition	\$14.90	1400	\$20,860.00
<b>SUBTOTAL COST</b>				<b>\$20,860.00</b>

**Zaner-Bloser Handwriting: Grade 3**

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453142455	Handwriting 2025 Grade 3 Student Edition	\$14.90	1500	\$22,350.00
9781453142547	Handwriting 2025 Grade 3 Teacher Edition	\$108.70	78	<i>Complimentary</i>
<b>SUBTOTAL COST</b>				<b>\$22,350.00</b>

## IMPORTANT

Purchase Order Number \_\_\_\_\_ Phone: \_\_\_\_\_

You will be invoiced via email for this order upon processing of materials. Please do not submit credit card information with this form.

## SCHOOL INFORMATION

When will you need your digital licenses?  Current school year  Next school year

First day of school: \_\_\_\_\_ Summer phone number: \_\_\_\_\_ Institution Type:  District  School

## DIGITAL PRODUCT INFORMATION

Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Rhonda Gore Email: rhonda.gore@cityschool.net

Will this be your first year using MyZBPortal.com? Y  N

**BILL TO** School/District Name: Murfreesboro City School Dist

Tax Exempt Number (If Applicable) \_\_\_\_\_

Contact Name: Rhonda Gore Contact Email: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Accounts Payable Email \_\_\_\_\_

Street Address: 2552 S CHURCH ST STE 100 City: Murfreesboro State: TN Zip: 371277135

**SHIP TO**  Same as BILL TO School/District Name: Murfreesboro City School Dist

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**RETURNS** To make arrangements for return and credit, please contact our Customer Experience department at 800.421.3018. Only returns with prior authorization will be processed. Materials must have been purchased within 90 days and be in resalable condition.

## DELIVERY INSTRUCTIONS — IMPORTANT

Please complete each section below. Missing, incomplete or inaccurate information may result in order delay.

Do Not Deliver Dates: \_\_\_\_\_  No Delivery Date Restrictions

**For parcel delivery:**  
Do NOT Deliver Dates: \_\_\_\_\_ or No Delivery Date Restrictions: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_  
After hours phone: \_\_\_\_\_

**For freight delivery:**  
Receiver contact name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Select DOCK ON LOCATION \_\_\_\_\_ or LIFTGATE NEEDED \_\_\_\_\_  
Delivery Days/Time: \_\_\_\_\_ Do NOT Deliver Dates: \_\_\_\_\_  
Additional Delivery Needs: \_\_\_\_\_

**AMOUNT TO BE INVOICED (including shipping)\***

**\$47,531.00**

\* Add state and local taxes to your total order amount. Please submit a copy of your tax exempt certificate (if applicable).

Please sign below to confirm your order and provide authorization for any applicable shipping and tax charges. Shipping is a standard rate of 10% or \$5.00, whichever is greater.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Contact your Sales Consultant to place your order.**  
Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764  
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087  
Customer Experience Inquiry Form: [\[Click Here\]](#) Tech Support Inquiry Form: [\[Click Here\]](#)

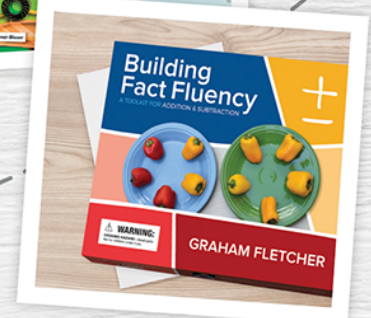
ZB Zaner-Bloser

# INSPIRING aha MOMENTS

**THANK YOU** for  
considering Zaner-Bloser.

We create resources for educators that help elementary students become more joyful, creative learners and communicators.

At Zaner-Bloser, we support your efforts to inspire “aha” moments—moments of discovery, accomplishment, pride, surprise, and delight—that reward students and help them realize the power of learning.



Z0338 09.22

ZB Zaner-Bloser

A Highlights Company

**Agenda Item Title:** Imagine Learning Contract

**Board Meeting Date:** April 29, 2025

**Department:** Instruction & Curriculum

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, this contract for Imagine Learning instructional materials is presented to the Board for approval. This agreement will provide students with engaging, research-based instructional content to support literacy development.

### Staff Recommendation

Approve Imagine Learning Contract to be used with English Language Learners during Summer School and the 2025-2026 School Year

### Fiscal Impact

The total cost of the contract is \$34,000.00 and funding will be provided through the general-purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



# Price Quote

100 S. Mill Ave  
Suite 1700  
Tempe, AZ 85281  
877-725-4257

**Date** 4/23/2025  
**Quote No.** Q-100423  
**Acct. No.** 12217119  
**Total** 34,000.00  
**Pricing Expires** 07/13/2025

Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro TN 37127  
United States

Payment Term	Contract Start	Contract End
Net 30	8/17/2025	8/15/2026

Site	Description	End Date	Qty	Amount
Murfreesboro City School District	Imagine Language & Literacy Reusable License	08/15/2026	400	34,000.00

**Discount** 0.00  
**Subtotal** 34,000.00  
**Tax Total** 0.00  
**Total** 34,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at [www.imaginelearning.com/standard-terms-and-conditions](http://www.imaginelearning.com/standard-terms-and-conditions), may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

### Murfreesboro City Schools

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Imagine Learning Representative

Nancy Smith  
Account Executive -  
nancy.smith@imaginelearning.com  
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



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## IMAGINE LEARNING LLC TERMS AND CONDITIONS OF COMPANY SERVICES

This “Agreement” (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below (“Effective Date”) between Imagine Learning LLC, its affiliates and subsidiaries (“Company”) and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

**1.1 “Access Protocols”** means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

**1.2 “Authorized User”** means any third party who is authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

**1.3 “Confidential Information”** means all non-public, proprietary or confidential information relating to a “Disclosing Party” that is disclosed or otherwise supplied in confidence to the “Receiving Party” under this Agreement. Company’s Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

**1.4 “Confidential Student Information”** means information that personally identifies a student who is enrolled or was previously enrolled at the Customer’s institution. This term includes the student’s name, the name of the student’s parents or family members, the student’s (or student’s family’s) address, telephone number, email address, date of birth, place of birth, mother’s maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer’s institution.

**1.5 “Customer”** means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

**1.6 “Customer Content”** means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

**1.7 “De-Identified Data”** means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

**1.8 “Documentation”** means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



## Terms and Conditions of Company Services

**1.9** **“Instructional Services”** means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

**1.10** **“Price Quote for Services”** or **“Quote”** means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

**1.11** **“Products”** means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

**1.12** **“Professional Development”** or **“Professional Learning”** means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

**1.13** **“Services”** means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers’ access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

**1.14** **“Supported Environment”** means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company’s website.

## 2. PROVISION OF PRODUCTS & SERVICES

**2.1** **Access.** Subject to Customer’s payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

**2.2** **Return Policy.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company’s written authorization. For clarity, science lab kits may not be returned.

**2.3** **Support Services.** Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

**2.4** **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.



### 3. INTELLECTUAL PROPERTY

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and

**3.2** in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.
- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

**3.3 Restrictions.** Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

**3.4 Ownership.** Except for the licenses granted by Company under this Agreement, as between



## Terms and Conditions of Company Services

Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

**3.5 Open Source Software.** Certain items of software used in the Services are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

**4. FEES.** Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services (“Fees”) and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer’s access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. FUNDING-OUT CLAUSE.** If Customer is a governmental entity receiving federal, state or local funds, Customer’s payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

## 6. CUSTOMER CONTENT AND RESPONSIBILITIES

**6.1 License; Ownership.** Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer’s trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

**6.2 Customer Warranty.** Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company’s system or data; or (v) otherwise violate any privacy or other right of any third party.

**6.3 Authorized User Access.** Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer’s Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer. **Customer Responsibility for Access, Content and Security.** Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer



## Terms and Conditions of Company Services

Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

### 7. WARRANTIES AND DISCLAIMERS

**7.1 Limited Warranty.** Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

**8. LIMITATION OF LIABILITY.** EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

### 9. CONFIDENTIALITY; PRIVACY

**9.1 Confidentiality.** During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

**9.2 Privacy.** Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy



## Terms and Conditions of Company Services

Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

**9.3 Data Security.** Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

**9.4 Aggregated and De-Identified Data.** Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

**9.5 Confidential Student Information Return and Destruction.** Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

## 10. INDEMNIFICATION

**10.1 By COMPANY.** Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims



## Terms and Conditions of Company Services

and actions described in this Section 10.1.

**10.2 By Customer.** To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

**10.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## 11. TERM AND TERMINATION

**11.1 Term.** This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

**11.2 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

**11.3 Effect of Termination.** Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

**12. GOVERNING LAW AND VENUE** If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.



### 13. MISCELLANEOUS.

**13.1 Press Releases.** If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

**13.2 Independent Contractors.** The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

**13.3 No Additional Terms and Order of Precedence.** These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

**13.4 Severability.** In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

**13.5 Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**13.6 Force Majeure.** Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

**13.7 Export.** The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

**13.8 Notice.** Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

**13.9 No Third Party Beneficiary.** There are no third-party beneficiaries to this Agreement.

**13.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.



## Terms and Conditions of Company Services

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date.

<b>CUSTOMER:</b>	<b>IMAGINE LEARNING LLC</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 100 S. Mill Avenue, Ste. 1700 Tempe, AZ 85251



### Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries (“Company”). In the event of a conflict between these additional terms and the Company’s Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer’s purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) (“Company Instructors”) who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the “Virtual Programs”). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law (“Instructor Requirements”). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
  - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the “Local Educational Agency,” or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company’s services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (“IEP”); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



**Agenda Item Title:** Zearn Agreement

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, MCS recommends the purchase of Zearn, an online math curriculum, for use in Summer School and the 2025-2026 school year. Zearn provides a comprehensive, digital math program that supports personalized instruction and promotes mastery of key math concepts in alignment with state standards in Grades K-6. Additionally, the purchase includes printed math materials for teachers and students to supplement the online program.

### Staff Recommendation

Approve agreement with Zearn

### Fiscal Impact

The total cost of the contract is as follows:

- **Zearn School Accounts** - Total: \$32,500.00  
Includes: Access to Zearn online curriculum for school accounts.
- **Zearn Printed Math Materials** - Total: \$21,307.00  
Includes: Printed math materials for teachers and students in Grades K-6 to supplement the online program.  
The total cost of \$53,807.00 will be provided by the summer school and general purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



**MURFREESBORO CITY SCHOOL DIST**

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<b>Product</b>	<b>Price</b>	<b>Quantity</b>	<b>Subtotal</b>
School Account  School Account services through June 30, 2026. Includes an unlimited number of staff, student, and administrator accounts within the school.	\$3,500.00	13	\$45,500.00

Tax\* \$0.00

**Total \$ 32,500.00**

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*\*Tax is **not** included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.*

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## To Order Zearn School Account(s) and/or Professional Development:

- Please email your Zearn contact to request a Purchase Agreement, with:
  - (1) the quote number referenced above; and the name, title and email of the person who will be signing the agreement
- Your Zearn contact will send a Purchase Agreement for you (or the specified person) to sign
- Create a Purchase Order and return it directly to our Billing team at [billing@zearn.org](mailto:billing@zearn.org)

**By submitting a signed Purchase Agreement for Zearn School Account(s) and/or Professional Development, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your signed Purchase Agreement is received, your Zearn contact will follow up to finalize your order.**

***Please note:** Account Holders who purchase Zearn School Account(s) and/or On-Demand Professional Development will receive an invoice at the earliest in July unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services.*

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Zearn**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ **501c(3) nonprofit**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**PO Box 24580**

**6** City, state, and ZIP code  
**New York, NY 10087-4580**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				
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**or**

**Employer identification number**

3	7	-	1	6	6	5	7	4	5
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶    Date ▶ **3/15/2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**MURFREESBORO CITY SCHOOL DIST**

Rhonda Gore  
rhonda.gore@cityschools.net

Product	Price	Quantity	Subtotal
Student Edition Grade 1	\$20.00	85	\$1,700.00
Student Edition Grade 2	\$20.00	120	\$2,400.00
Student Edition Grade 3	\$20.00	100	\$2,000.00
Student Edition Grade 4	\$20.00	88	\$1,760.00
Student Edition Grade 5	\$20.00	91	\$1,820.00
Student Edition Grade 6	\$20.00	47	\$940.00
Student Edition Kindergarten	\$20.00	25	\$500.00
Teacher Edition TN Grade 1	\$110.00	11	\$1,210.00
Teacher Edition TN Grade 2	\$110.00	14	\$1,540.00
Teacher Edition TN Grade 3	\$110.00	14	\$1,540.00
Teacher Edition TN Grade 4	\$110.00	7	\$770.00
Teacher Edition TN Grade 5	\$110.00	13	\$1,430.00
Teacher Edition TN Grade 6	\$110.00	1	\$110.00
Teacher Edition TN Kindergarten	\$110.00	15	\$1,650.00

Shipping \$ 1,937.00

Tax\* \$0.00



**Total      \$ 21,307.00**

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*\*Tax is **not** included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.*

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## To Order Zearn Printed Materials:

- Please email [printedmaterials@zearn.org](mailto:printedmaterials@zearn.org) with:
  - (1) a completed Order Form (Google Sheets link) detailing the exact products being purchased and shipping/delivery information
  - (2) a Purchase Order made out to Zearn (including a shipping fee equal to 10% or \$25, whichever is higher; and applicable sales tax, *if your school or district is **not** tax-exempt*)

**By submitting a Purchase Order for Zearn Printed Materials, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your Purchase Order is received, your order will be processed. An invoice will be issued, and payment will be due within 30 days.**

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Zearn</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input checked="" type="checkbox"/> Other (see instructions) ▶ <b>501 c(3) NONPROFIT Organization</b></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 20</b></p> <p><b>6</b> City, state, and ZIP code <b>New York, NY 10116</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>																																
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 3/15/2024
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Zearn Master Services Agreement

This Master Services Agreement ( the "Agreement") is between Zearn and MURFREESBORO CITY SCHOOL DIST ("Account Holder") in Tennessee for the 2025-2026 school year and expires on May 31, 2026. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn’s Terms of Use (<https://www.zearn.org/termsfuse>) and Privacy Policy (<http://www.zearn.org/privacy>).

### 1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below (“Covered Schools”):

District / School Name	Services
BLACK FOX ELEMENTARY SCHOOL	School Account
BRADLEY ACADEMY OF ARTS	School Account
CASON LANE ACADEMY	School Account
DISCOVERY SCHOOL	School Account
ERMA SIEGEL ELEMENTARY SCHOOL	School Account
HOBGOOD ELEMENTARY SCHOOL	School Account
JOHN PITTARD ELEMENTARY SCHOOL	School Account
MITCHELL NEILSON ELEM SCHOOL	School Account
NORTHFIELD ELEMENTARY SCHOOL	School Account
OVERALL CREEK ELEMENTARY SCH	School Account
REEVES-ROGERS ELEMENTARY SCH	School Account
SALEM ELEMENTARY SCHOOL	School Account
SCALES ELEMENTARY SCHOOL	School Account

### 2. Fees and Payment

The combined fee associated with the Services above is \$32,500.00 (the “Fee”). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2025 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn’s delivery of Professional Learning Services. Payments are non-refundable.



## Zearn Master Services Agreement

### 3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2025-2026 school year, the following terms apply.

#### 3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through May 31, 2026. When noted in Section 1 above, "Legacy" refers to customers who purchased Zearn Math in the 2024-2025 school year.

#### 3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

#### 3.3. Privacy

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

- (A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.
- (B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

#### 3.4. Data Retention

Upon termination of the Zearn School Account services under a Zearn Master Services Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. For the purposes of this Agreement and, to align with Zearn's standard operationalized data deletion processes, June 30, 2026 shall serve as the operative start date for the data retention period and shall run for 180 days. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through [schoolaccounts@zearn.org](mailto:schoolaccounts@zearn.org).



## Zearn Master Services Agreement

### **3.5. Data Security**

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

### **3.6. Account Holder Privacy Obligations**

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

### **3.7. On-Demand Professional Development License**

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes.

As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

## **4. Professional Learning Sessions**

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

### **4.1. Scope**

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

### **4.2. Rescheduling and Fee Policy**

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or seven (7) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason,



## Zearn Master Services Agreement

requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

### **4.3. Force Majeure**

If the performance of this Agreement, or any obligation hereunder, except the payment of Fees, is restricted or interfered with by reason of pandemic, fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed. No cancellation fees shall be due and payable where the cancellation was caused by an event that meets the requirements of this Section.

### **4.4. Intellectual Property Disclaimer**

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and noncommercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

### **4.5. Suggestions and Feedback**

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

## **5. Purchasing Add-on Services**

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

### **5.1. Zearn School Account and On-Demand Professional Development**

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.



## Zearn Master Services Agreement

### **5.2. Zearn Printed Materials**

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Printed Materials Purchase Agreement, purchase order, order form, or letter of intent that includes the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes (together, an "Indication of Order"). Zearn is not responsible for any costs associated with Account Holder's error in completing the Indication of Order. Once Account Holder provides Zearn its Indication of Order, Zearn begins the process of fulfilling the order. For this reason, Zearn does not accept returns of Printed Materials and all orders are not eligible for refunds. Printed Materials orders are charged a standard shipping fee that will be reflected on quote documents, and any additional delivery or shipping fees incurred by Account Holder are not covered by Zearn, including, but not limited to costs incurred for Printed Materials packages that are returned to sender, detention charges due to incorrect delivery details, or costs associated with signature receipt requirements. Any claims of missing or damaged Printed Materials must be made to Zearn in writing within two (2) weeks of the order's date of delivery, as indicated on the shipment's tracking. If Account Holder fails to provide notice within the timeframe above, Zearn is not responsible for the cost of replacement materials. Any commercial use or distribution of Printed Materials is strictly prohibited.

### **5.3. Professional Learning Sessions**

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

## **6. Miscellaneous**

### **6.1. Conflicting Provisions**

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

### **6.2. Modifications**

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

### **6.3. Signature Authorization**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.



## Zearn Master Services Agreement

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

**For Account Holder:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For Zearn:**

Name Shalinee Sharma

Title Chief Executive Officer

Signature 

Date \_\_\_\_\_

## ADDENDUM TO ZEARN TERMS OF USE

This Addendum (herein "Addendum") amends the Zearn Terms of Use and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Zearn (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of

contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

5. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to

indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

9. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.
10. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
11. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
12. **Compliance with Tenn. Code Ann. §49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
13. **Superseding the Arbitration Clause.** Notwithstanding any provision to the contrary in the Agreement, including but not limited to any arbitration clause contained within the Contractor's Terms of Service or related documents, the Parties expressly agree

that any and all disputes, claims, or controversies arising out of or relating to this Agreement, its performance, or its interpretation shall not be subject to arbitration. The Parties acknowledge that this Addendum modifies the Agreement and that no provision within the Agreement, including terms incorporated by reference, shall override or reinstate an arbitration obligation.

- 14. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
- 15. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
- 16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
- 17. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
- 18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Zearn

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

**Agenda Item Title:** Studies Weekly- Science Curriculum- Agreement for 2025-2026 School Year

**Board Meeting Date:** April 29, 2025

**Department:** Curriculum and Instruction

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

Pursuant to Board Policy 2.808, MCS recommends the acceptance of the Studies Weekly Science Curriculum following the textbook adoption this year. This curriculum provides high-quality, hands-on science education for students. The first-year quote covers student publications, qualified professional development, and science kits necessary for implementation. The second through fourth-year quotes include ongoing materials and refill kits, ensuring that students continue to receive the resources needed to engage in meaningful science instruction.

**Staff Recommendation**

Approve agreement with Studies Weekly for Science Curriculum for 2025-2026 School Year

**Fiscal Impact**

The total cost of the contract is divided into two quotes:

- **First Year Quote #103004** - Total: \$594,140.10  
Includes student publications, qualified professional development, and science kits for the first year.
- **Second through Fourth Year Quote #103899** - Total: Up to \$249,999.30 (subject to change based on the number of student publications and refill kits for each year).  
Includes additional student publications and refill kits for the second through fourth years.

The total cost for the first year is \$594,140.10, and funding will be provided by the general purpose budget. The second through fourth years will be determined based on actual need and is subject to change.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



REQUIRED FOR SHIPPING

All fields required. Orders require a purchase order before shipping. Orders begin shipping in April for the next school year. Orders default to partial shipping in mid-August unless specified otherwise. Someone must be present to sign for delivery.

\_\_\_\_\_  
Billing Name, Phone, Email (Billing contact if different than listed)

\_\_\_\_\_  
Billing PO #

\_\_\_\_\_  
Shipping Name, Phone, Email

\_\_\_\_\_  
Shipping Address (if different from listed)

\_\_\_\_\_  
School Start Date

\_\_\_\_\_  
Receive By Date

**REQUIRED:** When are you NOT available to receive the materials?

No shipping restrictions

\_\_\_\_\_

Exclusion Dates for receiving

**REQUIRED:** Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

Partial Ship

Whole Ship

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

To cancel an order, contact Customer Service BEFORE your order is shipped. Returns and refunds must be in original, unused condition and returned within 30 days. The customer pays return shipping and a \$10 restocking fee per classroom box.

By signing this quote, you agree to all terms and conditions at <http://studiesweekly.com/legal>

**Please submit this quote with your purchase order.**

Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you roster your students.

## QUOTE #103004

Quote Issued: 01/31/2025  
Expiration: 05/01/2025  
School Year: 2025-2026  
Referral: Sales Rep  
School Start Date: 08/17

## REQUESTER

LEA BARTCH  
MURFREESBORO CITY SCHOOL DIST  
2552 S CHURCH ST  
MURFREESBORO, TN 37127  
lea.bartch@cityschools.net  
(615) 893-2313

## CONTACT US

1140 N 1430 W Orem, UT 84057  
Phone: 801-830-4259  
Fax: 385-399-3336  
Email: vip@studiesweekly.com

## REGIONAL MANAGER

Devin Hall  
devin.hall@studiesweekly.com  
801-913-4718

## ACCOUNT MANAGER

Ranae Neely  
ranae.neely@studiesweekly.com  
801-505-1187

## TERMS AND CONDITIONS

Please visit  
<http://www.studiesweekly.com/legal/>  
to learn more about our legal terms.

	Grade	SKU	Title	Class	Unit Price	Qty	Cost
<b>Science</b>							
	0	ADEXSN0-KIT	Explore Science Studies Weekly: Kindergarten (Kit)	73	\$1,196.40	73	\$87,337.20
	0	TNSN0	Tennessee Science Studies Weekly: Kindergarten	73	\$12.45	1349	\$16,795.05
	1	ADEXSN1-KIT	Explore Science Studies Weekly: First Grade (Kit)	75	\$956.40	75	\$71,730.00
	1	TNSN1	Tennessee Science Studies Weekly: First Grade	75	\$12.45	1356	\$16,882.20
	2	ADEXSN2-KIT	Explore Science Studies Weekly: Second Grade (Kit)	74	\$1,196.40	74	\$88,533.60
	2	TNSN2	Tennessee Science Studies Weekly: Second Grade	74	\$12.45	1416	\$17,629.20
	3	ADEXSN3-KIT	Explore Science Studies Weekly: Third Grade (Kit)	78	\$836.40	78	\$65,239.20
	3	TNSN3	Tennessee Science Studies Weekly: Third Grade	78	\$12.45	1477	\$18,388.65
	4	ADEXSN4-KIT	Explore Science Studies Weekly: Fourth Grade (Kit)	72	\$1,196.40	72	\$86,140.80
	4	TNSN4	Tennessee Science Studies Weekly: Fourth Grade	72	\$12.45	1307	\$16,272.15
	5	ADEXSN5-KIT	Explore Science Studies Weekly: Fifth Grade (Kit)	70	\$1,316.40	70	\$92,148.00
	5	TNSN5	Tennessee Science Studies Weekly: Fifth Grade	70	\$12.45	1369	\$17,044.05
						<b>Total</b>	<b>\$594,140.1</b>
<b>Services</b>							
	3	PDQWEB3	3 hour qualified webinar	1	\$0.00	3	\$0.00
	F	PDQF2F	Qualified Face-to-Face Training Session (up to 6 hrs)	1	\$0.00	4	\$0.00
						<b>Total</b>	<b>\$0</b>

Sub Total: \$594,140.10

Tax: \$0.00

Shipping: \$0.00

**Total: \$594,140.10**

*Thank you.*



for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

#### QUOTE #103004

Quote Issued: 01/31/2025  
Expiration: 05/01/2025  
School Year: 2025-2026  
Referral: Sales Rep  
School Start Date: 08/17

#### REQUESTER

LEA BARTCH  
MURFREESBORO CITY SCHOOL DIST  
2552 S CHURCH ST  
MURFREESBORO, TN 37127  
lea.bartch@cityschools.net  
(615) 893-2313

#### CONTACT US

1140 N 1430 W Orem, UT 84057  
Phone: 801-830-4259  
Fax: 385-399-3336  
Email: vip@studiesweekly.com

#### REGIONAL MANAGER

Devin Hall  
devin.hall@studiesweekly.com  
801-913-4718

#### ACCOUNT MANAGER

Ranae Neely  
ranae.neely@studiesweekly.com  
801-505-1187

#### TERMS AND CONDITIONS

Please visit  
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to learn more about our legal terms.



**REQUIRED FOR SHIPPING**

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Billing Name, Phone, Email (Billing contact if different than listed)

Billing PO #

Shipping Name, Phone, Email

Shipping Address (if different from listed)

School Start Date Receive By Date

**REQUIRED:** When are you NOT available to receive the materials?

No shipping restrictions  \_\_\_\_\_  
Exclusion Dates for receiving

**REQUIRED:** Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

Partial Ship  Whole Ship

Signature \_\_\_\_\_ Date \_\_\_\_\_

To cancel an order, contact Customer Service BEFORE your order is shipped. Returns and refunds must be in original, unused condition and returned within 30 days. The customer pays return shipping and a \$10 restocking fee per classroom box.

By signing this quote, you agree to all terms and conditions at <http://studiesweekly.com/legal>

**Please submit this quote with your purchase order.**

Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you roster your students.

**QUOTE #103899**

Quote Issued: 03/05/2025  
Expiration: 06/03/2025  
School Year: 2025-2026  
Referral: Sales Rep  
School Start Date: 08/17

**REQUESTER**

LEA BARTCH  
MURFREESBORO CITY SCHOOL DIST  
2552 S CHURCH ST  
MURFREESBORO, TN 37127  
lea.bartch@cityschools.net  
(615) 893-2313

**CONTACT US**

1140 N 1430 W Orem, UT 84057  
Phone: 801-830-4259  
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**REGIONAL MANAGER**

Devin Hall  
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**ACCOUNT MANAGER**

Ranae Neely  
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801-505-1187

**TERMS AND CONDITIONS**

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Grade	SKU	Title	Class	Unit Price	Qty	Cost
<b>Science</b>						
0	ADEXSN0-REI	Explore Science Studies Weekly: Kindergarten (Refill)	3	\$354.00	73	\$25,842.00
0	TNSN0	Tennessee Science Studies Weekly: Kindergarten	73	\$12.45	1349	\$16,795.05
1	ADEXSN1-REF	Explore Science Studies Weekly: First Grade (Refill)	3	\$234.00	75	\$17,550.00
1	TNSN1	Tennessee Science Studies Weekly: First Grade	75	\$12.45	1356	\$16,882.20
2	ADEXSN2-REI	Explore Science Studies Weekly: Second Grade (Refill)	3	\$354.00	74	\$26,196.00
2	TNSN2	Tennessee Science Studies Weekly: Second Grade	74	\$12.45	1416	\$17,629.20
3	ADEXSN3-REI	Explore Science Studies Weekly: Third Grade (Refill)	4	\$294.00	78	\$22,932.00
3	TNSN3	Tennessee Science Studies Weekly: Third Grade	78	\$12.45	1477	\$18,388.65
4	ADEXSN4-REI	Explore Science Studies Weekly: Fourth Grade (Refill)	3	\$354.00	72	\$25,488.00
4	TNSN4	Tennessee Science Studies Weekly: Fourth Grade	72	\$12.45	1307	\$16,272.15
5	ADEXSN5-REI	Explore Science Studies Weekly: Fifth Grade (Refill)	3	\$414.00	70	\$28,980.00
5	TNSN5	Tennessee Science Studies Weekly: Fifth Grade	70	\$12.45	1369	\$17,044.05
<b>Total</b>						<b>\$249,999.3</b>

Sub Total: \$249,999.30  
Tax: \$0.00  
Shipping: \$0.00

**Total: \$249,999.30**

*Thank you,*

for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

**Agenda Item Title:** Kiddom contract for the 2025-2026 school year

**Board Meeting Date:** April 29, 2025

**Department:** Instruction & Curriculum

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, this contract for Kiddom instructional materials is presented to the Board for approval. This agreement will provide students with engaging, research-based instructional content to support science development. Kiddom is the Board approved science curriculum for 6<sup>th</sup> grade.

### Staff Recommendation

Approve Kiddom contract for the 2025-2026 school year

### Fiscal Impact

The total cost of the contract is \$165,638.80 for the first four years of the adoption process and funding will be provided by the general-purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



### Order Form

Quote Number Q-202504-4822 Expiration Date 4/30/2025

### Service Term

Start Date 7/1/2025 End Date 6/30/2029  
Term (Months) 48 Payment Terms Up Front

### Contact Details

Ship To 2552 S Church St Murfreesboro, Tennessee 37127-6342 United States  
Company Address 77 Geary St. Floor 5 San Francisco, California 94108 United States  
Ship To Name Lea Bartch Rep Name Andrew Harshey  
Contact Name Lea Bartch Rep Email [andrew@kiddom.co](mailto:andrew@kiddom.co)  
Email [lea.bartch@cityschools.net](mailto:lea.bartch@cityschools.net)

### Product Detail

Product Name	Quantity	Term (Months)	Annual Unit Price	Total
Annual Integration and Premium Support	9.00	48	\$250.00	\$9,000.00
Essentials for Teaching and Learning with Kiddom OpenSciEd - Secondary Onsite Workshop	7.00	48	\$4,800.00	\$33,600.00
Estimated Shipping & Handling	1.00	48	\$9,010.80	\$9,010.80
Kiddom OpenSciEd Tennessee 6th Grade Student (Digital/Print Bundle)	400.00	48	\$41.95	\$67,120.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Consumable Kit 6.1	9.00	12	\$184.00	\$1,656.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Consumable Kit 6.2	9.00	12	\$497.00	\$4,473.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Consumable Kit 6.3	9.00	12	\$297.00	\$2,673.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Consumable Kit 6.4	9.00	12	\$281.00	\$2,529.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Full Course Set	21.00	48	\$99.00	\$2,079.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Non-Consumable Kit 6.1	9.00	48	\$713.00	\$6,417.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Non-Consumable Kit 6.2	9.00	48	\$1,226.00	\$11,034.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Non-Consumable Kit 6.3	9.00	48	\$989.00	\$8,901.00
Kiddom OpenSciEd Tennessee 6th Grade Teacher Non-Consumable Kit 6.4	9.00	48	\$794.00	\$7,146.00

Grand Total \$165,638.80

### Services + Fees

Kiddom will provide the following services (the "Service(s)"):

Kiddom Software & Support:

- Unlimited access to Kiddom software
- Access to content resources
- Early access to new products and influence over new ones
- Full hosting, SSL



#### Onboarding/Continued Education:

- Dedicated Kiddom School Success Manager
- Periodic check-ins at a mutually agreed upon cadence
- Access to Kiddom on-demand platform providing contextualized training and success resources
- School setup and customization
- Launch webinar
- Unlimited access to Kiddom OnDemand Professional Learning portal for self-serve training needs
- Additional Synchronous Training Sessions Available Upon Request

#### Annual Integration & Premium Support:

- Dedicated Onboarding & Integration Support
- Priority Technical Assistance
- Ongoing Monitoring & Proactive Support

### SAAS Service Agreement

This SaaS Services Agreement (“Agreement”) is entered as of the last date of signature on this order form (the “Effective Date”) between Kiddom Inc., doing business as Kiddom, with a place of business at 77 Geary Street Floor 5, San Francisco, CA 94108 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

### Terms of Service

This Order Form is incorporated by reference and subjected to the Terms of Service Agreement set forth at <http://www.kiddom.co/tos> (the “Agreement”). Customer agrees that it is bound by the Agreement by doing one of the following:

1. Signing this Order Form and issuing a purchase order (PO).
2. Issuing a PO referencing this Order Form’s quote number or attaching this Order Form to the PO - customer agrees the Agreement terms supersede the PO’s terms.

### Terms & Conditions

#### Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.

#### Ordering Information:

Please submit your **official purchase order**, with authorized signature(s), electronically to your field specialist or [dealdesk@kiddom.co](mailto:dealdesk@kiddom.co)

#### Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal or a reference to this quote number in the notes/details section.
- Any additional special requirements for delivery.
- **Your organization’s tax exempt certificate, if applicable.**
- Please direct all related inquiries to [dealdesk@kiddom.co](mailto:dealdesk@kiddom.co)

#### Payment Information:

- We kindly request payment per payment terms above.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances.
- Payable in advance, subject to the terms of Section 4 herein. The amount stated here is exclusive of any taxes Customer may be required to pay.

### Signatures



**Void - Draft Quote**

## ADDENDUM TO KIDDOM, INC. TERMS OF SERVICE

This Addendum (herein "Addendum") amends the Kiddom, Inc. Terms of Service and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Kiddom, Inc. (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of

contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

5. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to

indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

9. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.
10. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
11. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
12. **Compliance with Tenn. Code Ann. §49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
13. **Superseding the Arbitration Clause.** Notwithstanding any provision to the contrary in the Agreement, including but not limited to any arbitration clause contained within the Contractor's Terms of Service or related documents, the Parties expressly agree

that any and all disputes, claims, or controversies arising out of or relating to this Agreement, its performance, or its interpretation shall not be subject to arbitration. The Parties acknowledge that this Addendum modifies the Agreement and that no provision within the Agreement, including terms incorporated by reference, shall override or reinstate an arbitration obligation.

- 14. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
- 15. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
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- 18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Kiddom, Inc.

Murfreesboro City Schools

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney

**Agenda Item Title:** Open Up Resources contract for the 2025-2026 school year

**Board Meeting Date:** April 29, 2025

**Department:** Instruction & Curriculum

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, MCS is recommending the purchase of Open Up Resources materials for Summer School and the 2025-2026 school year to provide students in Kindergarten through Grade 2 with high-quality, standards-aligned instructional resources. The district will purchase new decodable readers for students in kindergarten through 2<sup>nd</sup> grade that aligns with updates to our adopted ELA curriculum.

### Staff Recommendation

Approve the Open Up Resources contract for the 2025-2026 school year

### Fiscal Impact

The total cost of the contract is \$77,575.00 and funding will be provided through the summer school and general-purpose budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



### Proposal for Partnership

**Quote Number** Q-56946 **Created Date** 04/14/2025  
**Account Name** Murfreesboro City School District **Expiration Date** 05/14/2025  
(TN)  
**Primary Contact** Rhonda Gore **Prepared By** Kristin Munson  
**Email** kristin.munson@openup.org

**Bill To** Rhonda Gore **Ship To** Kathy Daugherty  
2552 S Church St Ste 100 2552 South Church St  
Murfreesboro, TN 37127 Murfreesboro, TN 37127-7135

### Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Unit Price	Qty.	Total Price
OUR EL2E GK SKILLS DC SDNT CRS	9798886828115	\$40.00	535	\$21,400.00
OUR EL2E G1 SKILLS DC SDNT CRS	9798886828122	\$60.00	535	\$32,100.00
OUR EL2E G2 SKILLS DC SDNT CRS	9798886828139	\$45.00	535	\$24,075.00

**Subtotal:** \$77,575.00

**Standard Shipping Subtotal:** FREE\*

**Total:** \$77,575.00

### Terms & Conditions

#### Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.

- Note: This is a cost proposal, not a formal contract.

#### **Shipping and Handling Charges:**

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- \*Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

#### **Ordering Information:**

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

#### **Payment Information:**

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

#### **Shortages and Damaged Materials**

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

Return requests for any other reason must be made within 30 days of the shipment arrival date and will be considered by Open Up Resources on a case-by-case basis.

#### **The following materials are not refundable:**

- Custom trade book bundles and their bins
- Lab Materials Kits

#### **Warranty:**

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to [support@openup.org](mailto:support@openup.org).

**Agenda Item Title:** Age of Learning contract for the 2025-2026 school year

**Board Meeting Date:** April 29, 2025

**Department:** Instruction & Curriculum

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

Pursuant to Board Policy 2.808, this contract for Age of Learning instructional materials is presented to the Board for approval. This agreement will provide students with engaging, research-based instructional content to support literacy development during ESP tutoring.

### Staff Recommendation

Approve Age of Learning contract for the 2025-2026 school year

### Fiscal Impact

The total cost of the contract is \$144,000.00 and funding will be provided by the ESP budget.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

## ADDENDUM TO AGE OF LEARNING, INC. TERMS AND CONDITIONS

This Addendum (herein "Addendum") amends the Age of Learning, Inc. Terms and Conditions, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Age of Learning, Inc. (herein "Contractor") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Contractor's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
4. **Termination for Convenience.** District or Contractor may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until 60 days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District in excess of such amount. Upon such termination, Vendor will not have any

right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools  
Murfreesboro City Schools  
2552 South Church Street  
Murfreesboro, TN 37127

5. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
7. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
8. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
9. **Non-appropriation.** Contractor acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under

its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

10. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
11. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.
12. **Compliance with Tenn. Code Ann. §49-1-221(c).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:
  - a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
  - b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
  - c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
  - d. Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.
13. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
14. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
15. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
16. **Counterparts.** This Addendum may be executed in one or more counterparts by Customer and Contractor. If so executed, the signer shall deliver an original to the other

party and the collective counterparts shall be treated as the fully executed document.

17. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

Age of Learning, Inc.

Murfreesboro City Schools

*Ty West*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Bobby N. Duke, III  
Director of Schools

2/6/25  
Date

\_\_\_\_\_  
Date

Ty West  
Printed Name

Chief Revenue Officer - Schools Division  
Title

Approved as to form:

\_\_\_\_\_  
Lauren Bush, Assistant City Attorney



# Age of Learning<sup>®</sup>

Creators of **ABCmouse**

101 N. Brand Blvd, Glendale, CA 91203  
school.orders@aofl.com

QUOTE #: **Q-04572** Valid until: 9/30/2025  
**CONFIDENTIAL** | Prepared by: Alyssa Miller

## Learning Kids Love!



**My Math  
Academy<sup>®</sup>**



**My Reading  
Academy<sup>®</sup>**



**My Reading  
Academy<sup>®</sup>  
ESPAÑOL**

**Quote Submitted to:**  
Kathy Daugherty  
Murfreesboro City School District  
Murfreesboro, Tennessee  
Proposal Date: 1/22/2025

**Submitted by:**  
Alyssa Miller  
Inside Sales Account Executive  
alyssa.miller@aofl.com

**Prepared For:**

Kathy Daugherty  
[kathy.daugherty@cityschools.net](mailto:kathy.daugherty@cityschools.net)  
 Murfreesboro City School District  
 2552 S Church St Ste 100  
 Murfreesboro Tennessee 37127

**Bill To:**

Murfreesboro City School District  
 2552 S Church St Ste 100  
 Murfreesboro Tennessee 37127

Payment Terms: Net 30

**Subscription Term:** 12 Months (10/1/2025 - 9/30/2026)

Item #	Product Name	Up To Qty	Unit	Net Unit Price	Total*
MRA-S	My Reading Academy Site License	13	Site	\$9,500.00	\$123,500.00
PD-W	Professional Learning Webinar	13	Each	\$500.00	\$6,500.00
PD-OS	Professional Learning On-Site Day	4	Each	\$3,500.00	\$14,000.00
	<b>Total</b>				<b>\$144,000.00</b>

\*Prices shown above do not include any taxes that may apply.

**Item # Product Description**

MRA-S My Reading Academy Site/Campus License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.

PD-W Professional Learning Webinar: One live virtual session (up to 2 hours) for up to 40 participants

PD-OS Professional Learning On-Site Day: On-site professional learning for up to three 2-hour sessions (same day), up to 40 participants per session, infrastructure of internet connection and devices provided by district.

*The subscription(s) and/or services on this quote are inclusive of any costs and fees for participation by invitation in certain customer events sponsored by Age of Learning including, but not limited to, roundtables, lectures, panel discussions, and Leadership Forums (including meals, where applicable) for the purposes of implementation planning and engagement, customer feedback, professional development, and related activities and events.*

**PLACING AN ORDER:** To place an order with Age of Learning, Inc. for the services during the Subscription Term as described in this quote, send email to [school.orders@aofl.com](mailto:school.orders@aofl.com), copy your account partner, Alyssa Miller ([alyssa.miller@aofl.com](mailto:alyssa.miller@aofl.com)) and include the following items:

1. this quote,
2. your purchase order, and
3. your tax exemption certificate (or add tax to your purchase order).

If a Data Privacy Agreement is required and has not yet been provided, please forward your required agreement to your account partner. This quote is valid through 9/30/2025; if you have not returned this quote to Age of Learning, Inc. by such date, please contact your account partner for a revised quote.

**TERMS AND CONDITIONS:** [https://educate.aofl.com/cdn/pdf/terms\\_and\\_conditions.pdf](https://educate.aofl.com/cdn/pdf/terms_and_conditions.pdf)

The Terms and Conditions linked above are applicable to the services described in this quote. By providing Age of Learning, Inc. with a purchase order for the services specified in this quote, or signing this quote below, you represent that you have read, understand, and agree:

1. to the terms of this quote,
2. to the Terms and Conditions linked above, and
3. that you are authorized on behalf of **Murfreesboro City School District** to agree to the Terms and Conditions.

## ENTERPRISE/SCHOOLS

### TERMS AND CONDITIONS

These terms and conditions (the “Terms”) are entered into between Age of Learning, Inc., (“**Company**”) and the client (“**Client**”) identified on the Quote (as defined below), each referred to herein as a “**Party**” and collectively as the “**Parties.**” The Terms are effective as of the date the Quote is signed by the Client (“**Effective Date**”).

#### 1. SOLUTIONS; LICENSE GRANT; TERM

**1.1. Solutions.** Company shall provide Client access to its proprietary digital education solution(s) (the “**Solution(s)**”), subject to the Terms set forth herein and the description of services and pricing provided in the applicable quote or other ordering document (“**Quote**”). The Terms, including any documents incorporated by reference, and the executed Quote constitute the agreement (“**Agreement**”) between the Parties. If applicable, Company shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solution(s) and Professional Services are referred to as the “**Services.**”

**1.2. License Grant.** Subject to the terms of this Agreement, Company grants Client and its authorized users (“**Licensed Users**”), a limited, nontransferable, nonexclusive license to access and use the Solution(s) as described in the Quote. Client shall not sublicense, assign, or transfer its license in any manner. The license granted herein does not include any right, title, or interest in or to the Solution, or to any intellectual property therein or associated therewith (including all associated computer software [whether in source code, object code, or other form], databases, indexing, search and retrieval methods and routines, HTML, active server pages, and similar materials). All rights not expressly granted herein are reserved to the Company without restriction.

**1.3. Term.** This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Term**”). Following the Initial Term, this Agreement may be renewed for successive one- (1-) year periods by agreement of the Parties. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Term or applicable renewal term (“**Renewal Term**”) without proration, unless otherwise agreed to by the Parties. If applicable, the Company shall provide notice of any increase in Pricing (as defined below) at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term.

#### 2. PAYMENT TERMS

The Client shall pay the fees (“**Pricing**”) set forth in the Quote. If Client exceeds the number of students or sites specified in the Quote, then Company may invoice Client for any overages based on the rates set forth in the applicable Quote. Company shall invoice Client annually in advance for all Services. All payments shall be made within thirty (30) days from date of invoice, after

which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Company. Unless otherwise provided, Pricing does not include any other taxes, levies, or duties of any nature, all of which Client is responsible for paying, except for those relating to Company's net income or property. If Company is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption.

### 3. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

**3.1. Intellectual Property.** The Solution(s) is/are the proprietary property of Company and/or its licensors and contains/contain trade secrets, copyrighted works, trademarks, and, in certain cases, patented intellectual property, owned by Company and/or its licensors. The placement of a copyright notice on any portion of the Solution(s) does not mean that it has been published under trade-secret law and will not derogate any claim by Company of trade-secret protection. Title to the Solution(s) and copies thereof, and all intellectual property rights protecting the Solution(s), shall remain with Company and/or its licensors, and any trademark use will inure to their benefit exclusively.

**3.2. Confidential Information.** Each Party may have access to or acquire the Confidential Information of the other Party. "**Confidential Information**" means all information of a Party hereto ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, all Client data containing personally identifiable information, and all Company performance and security data, product roadmaps, source code, benchmark results, and technical information relating to the Services. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party, or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws), it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

#### 4. USE RESTRICTIONS; WARRANTY

**4.1. Use Restrictions.** Client agrees to use the Solution(s) in accordance with all applicable federal, state, and local laws and regulations. Client agrees not to copy or duplicate, modify, or alter physical or electronic characteristics of the Solution(s), or to dismantle or reverse engineer any part of the Solution.

**4.2. Warranty.** Company shall use commercially reasonable efforts to maintain the availability of the Solution(s) and provide customer support services. To the extent professional services are provided, Company shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENTS THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 5. LIMITATION OF LIABILITY; INDEMNITY; INDEMNIFICATION PROCESS

**5.1. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT. WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID OR DUE TO COMPANY BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE- (12-) MONTH PERIOD FOR THE APPLICABLE SERVICES ON WHICH THE CLAIM IS BASED. THE LIMITS AND EXCLUSIONS IN THIS SECTION 5.1 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2 OR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. CLIENT AGREES THAT REGARDLESS OF STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

**5.2. Indemnity.** Company shall indemnify, defend, and hold harmless Client and its officers, directors, affiliates, agents, contractors, and employees against any in connection with any third-party claim, suit, or proceeding (“**Claim**”) that the Solution, as delivered by Company to Client, infringes any United States patent, copyright, or trademark (“**IP Right**”) of a third party. In no event shall Company be liable to Client to the extent the alleged infringement is based on (a) a modification of the Solution(s) by anyone other than Company, or (b) Client’s use of the Solution(s) or Services in a manner contrary to the instructions given to Client by Company. With respect to Company’s indemnification obligations, if any aspect of the Solution(s) is/are found or, in Company’s reasonable opinion is/are likely to be found, to infringe upon the IP Right of a third party as specified above, or the continued use of the Solution(s) is/are enjoined, then Company will promptly and at its own cost and expense at Company’s option (i) obtain for Client the right to continue using the Solution, (ii) modify such aspect of the Solution(s) so that it/they is/are noninfringing, or (iii) replace such aspect of the Solution(s) with a noninfringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i)–(iii) are not feasible, Company will remove the infringing aspect from the Solution(s) and provide a pro rata refund to Client for any prepaid unused fees based on the proportion of the Solution(s) that is/are infringing and the remaining duration of the Initial Term or Renewal Term, as applicable. The foregoing remedies are Client’s exclusive remedies for infringement. Each Party shall indemnify,

defend, and hold harmless the other Party and its officers, directors, affiliates, agents, contractors, and employees against any loss or damage (including attorneys' fees) incurred in connection with any third-party Claim arising out of such Party's breach of any Applicable Privacy and Data Security Laws (as defined below).

**5.3. Indemnification Process.** The indemnifying Party's obligations under this Section 5 are contingent upon the indemnified Party (a) promptly giving notice of the Claim to the indemnifying Party once the Claim is known, (b) giving the indemnifying Party sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle such Claim unless such settlement unconditionally releases the indemnified Party of all liability and does not adversely affect the indemnified Party's business or service), and (c) providing the indemnifying Party all relevant, available information and reasonable assistance.

## 6. PRIVACY AND SECURITY

### 6.1. Definitions.

**"Applicable Privacy and Data Security Laws"** means all laws, rules, and regulations of any applicable jurisdiction regarding the privacy and security of information collected from or disclosed to Company.

**"Privacy Policy"** means the privacy policy(ies) for the respective Solutions available on the website or mobile application for such Solution.

**"FERPA"** means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations.

**"Processing"** or to **"Process(ed)"** data refers to performing an action on data, including accessing, collecting, recording, organizing, modifying, using, or disclosing data.

**"Student Data"** means any information maintained by the Company or any third party on the Company's behalf that constitutes a student's personally identifiable information as defined under FERPA, and which is disclosed by Client to Company.

**6.2. Compliance with Laws.** Each Party represents, warrants, and covenants that it is and will at all times during the term of this Agreement, including any Renewal Term, in compliance with its obligations under all Applicable Privacy and Data Security Laws including, but not limited to, the collection, storage, transfer, disclosure, or other Processing of Student Data to be Processed in connection with this Agreement.

**6.3. Processing Student Data.** The Parties acknowledge and agree that Company qualifies as a "school official" as defined under FERPA with a legitimate interest in the Student Data, and therefore Company is permitted under FERPA to Process Student Data pertaining to Client's students without Client first obtaining written consent from the parent or guardian of each student. This means that (a) the Services provided by Company to Client, pursuant to this Agreement, are institutional services or functions for which Client would otherwise use employees; (b) Company is under the direct control of Client with respect to the use and maintenance of education records; and (c) Company is subject to the requirements of

34 C.F.R. § 99.33(a), which governs the use and redisclosure of Student Data from education records. Client shall include in its annual notification of rights under FERPA a specification of criteria for determining who constitutes a “school official” and what constitutes a legitimate educational interest that is consistent with this Section 6.3.

**6.4. Company’s Use of Data.** Company agrees to Process data collected through the Services as described in the Agreement and the Privacy Policy. Client consents to this Processing. Company agrees to collect from Client only such Student Data as needed to provide the Services, unless the student’s parent/guardian has consented otherwise. Company agrees to use Student Data obtained pursuant to this Agreement only to provide the Services and as authorized by law, including, but not limited to, FERPA. Company may use de-identified data regarding students that is received in connection with providing the Services as described in the Privacy Policy.

**6.5. Student and Guardian Requests.** If a student or a minor student’s parent/guardian makes a request directly to Company for access to, amendment of, or disclosure of Student Data, or any similar action regarding Student Data, Company shall promptly forward such request to Client. Client shall be solely responsible for determining whether to grant, deny, or otherwise act upon such student or parent/guardian requests.

## **7. TERMINATION; DATA TRANSFER; DELETION OF DATA**

**7.1. Termination.** Either Party shall have the right to terminate this Agreement, in whole or in part, if the other Party breaches any of its material obligations hereunder. To terminate this Agreement, the non-breaching Party shall provide written notice of breach to the breaching Party. For any such breach capable of cure, the breaching Party shall have thirty (30) days from receipt of such notification to cure such breach. In the event such breach is not cured within such thirty- (30-) day period, the non-breaching Party may provide the other Party a written notice of termination of this Agreement.

**7.2. Transfer of Data.** If this Agreement is terminated or expires for any reason, Company will allow Client access to the Solution(s) for not more than ninety (90) days following such termination or expiration for the sole purpose of transferring Client’s data (including Student Data) from the Solution(s) to Client, provided that Client makes a written request to Company for such transfer within thirty (30) days following termination or expiration of this Agreement.

**7.3. Deletion of Data.** Company shall delete Client’s confidential data, including Student Data, in a secure manner that prevents its physical reconstruction within ninety (90) days following termination or expiration of this Agreement if Client has not requested the transfer of such data in accordance with Section 7.2.

## **8. GENERAL PROVISIONS**

**8.1. Counterparts; Entire Agreement.** This Agreement, including the Privacy Policy (which is incorporated by reference as though set forth in full), constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. COMPANY’S ACKNOWLEDGMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE

AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third-party beneficiaries to this Agreement. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

**8.2. Notices.** Legal notices (e.g., claimed breach or nonrenewal) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first-class mail to the other Party at the address set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Section and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Quote or purchase order.

**8.3. Marketing.** Client agrees to Company referencing Client's name as a Company Client in publications, its website, and other marketing materials.

**8.4. No Assignment.** Client shall not assign, delegate, or sublicense its rights and obligations hereunder without the prior written consent of Company, which will not be unreasonably withheld or delayed.

**8.5. Governing Law and Dispute Resolution.** This Agreement and any claims arising from or related to this Agreement shall be governed by and construed in accordance with the laws of California, the federal laws of the United States of America, and the Parties consent to a venue in the state of California (and hereby waive any claims of forum non conveniens), and to the exclusive jurisdiction of competent California state or federal courts for all litigation brought with respect to this Agreement; provided, however, that if the Client is a public school, district, or other governmental entity, all references to California in this paragraph shall be replaced with the state in which the Client resides.

**Agenda Item Title:** Staples - Sourcewell RFP 070924 Cooperative Purchasing Agreement

**Board Meeting Date:** April 29, 2025

**Department:** Finance

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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**Summary**

MCS is seeking to renew its agreement with Staples for the 2026 fiscal year, utilizing the Sourcewell RFP 070924 cooperative purchasing agreement. This agreement allows the district to purchase a wide range of office supplies at discounted rates.

**Staff Recommendation**

Approve the purchase of office supplies from Staples through the Sourcewell RFP 070924 Cooperative Purchasing Agreement for the 2026 fiscal year

**Fiscal Impact**

The total cost for office supplies will depend on the district's specific needs, but purchases will be made within the available budget allocated for office supplies. Funding will be provided by the general purpose budget.

**Connection to MCS's Five-Year Strategic Plan**

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



**Solicitation Number: 070924**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Office Supply and Workplace Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective on February 3, 2025.

**EXPIRATION DATE AND EXTENSION.** This Contract expires February 2, 2029, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information. Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and the Participating Entity with reference made to this Contract. These affiliates

include, but are not limited to HiTouch Business Services LLC, and Southwest School & Office Supply.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Supplier will use commercially reasonable efforts to ship Products ordered by Participating Entities before 3:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Participating Entity will be notified of a delay and Supplier will deliver the delayed Product as promptly as commercially practicable. Supplier will treat delayed orders as active until Participating Entity contacts Supplier and provides other instructions. Supplier's standard shipments will be F.O.B. Participating Entity's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as

noted on Supplier's e-commerce platform. Title and risk of loss for the Products will pass to Participating Entity at the time the Products are delivered to Participating Entity. Eligible products purchased online and picked up at a Supplier retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Participating Entity's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Supplier will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. Shipments to Alaska or Hawaii may be subject to a 25% surcharge. Additional terms and fees for shipments to certain locations (including, without limitation, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) are set forth in Supplier's proposal.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

**Core List.** The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this contract are set forth in **Exhibit 1**.

The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1<sup>st</sup> and February 1<sup>st</sup> of each year during the term that this contract is in effect. Supplier may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1<sup>st</sup> and February 1<sup>st</sup> to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and Deviated Products that Participating Entities purchase from Supplier. “Deviated Products” is defined as Products for which Seller receives special pricing from the manufacturer specifically for Sourcewell.

**Extraordinary Market Events.** Supplier reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Supplier will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible.

**Updated Items.** For purposes of contract management, Supplier may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Supplier and Sourcewell have added, as well as SKU numbers for

items that have been removed from the from the Core List. Supplier may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

**Custom Pricing; Rebates & Incentives; Other Terms.** Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

**Non-Core Items.** The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

**Sourced Goods.** Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Supplier and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

**Pricing Exhibits.** Please see our Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print Services
- Exhibit 3 – Staples Promotional Products
- Exhibit 4 – Staples Technology Solutions

**Tier One Diversity Program.** Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Contract.

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities,

pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Supplier, and except as stated below, Supplier will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Supplier will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales.

**Net Sales** is defined as the gross sales price of the Products purchased pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel.

**Market Priced Items** are defined as cash equivalents (e.g. gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require the execution of a confidentiality agreement prior to receiving access to any records.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

## **11. INDEMNITY AND HOLD HARMLESS, LIABILITY**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

## 12. GOVERNMENT DATA PRACTICES

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

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

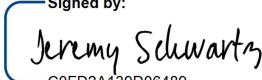
## **22. CANCELLATION**

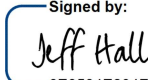
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Supplier may

terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than 90 days prior written notice thereof to Sourcwell and the applicable Participating Entity.

Sourcwell

Staples Contract & Commercial LLC

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/7/2024 | 3:01 PM CST  
Date: \_\_\_\_\_

Signed by:  
  
6E8584E204FD403...  
By: \_\_\_\_\_  
Jeff Hall  
Title: Chief Financial Officer  
11/7/2024 | 2:52 PM CST  
Date: \_\_\_\_\_

# RFP 070924 - Office Supply and Workplace Catalog Solutions

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## Vendor Details

Company Name: Staples Contract & Commercial LLC  
500 Staples Drive  
Address: Framingham, MA 01720  
Contact: Sandy Long  
Email: sandy.long@staples.com  
Phone: 404-510-9974  
HST#: 04-3390816

## Submission Details

Created On: Thursday May 16, 2024 06:53:27  
Submitted On:  
Submitted By: Sandy Long  
Email: sandy.long@staples.com  
Transaction #:  
Submitter's IP Address:

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Staples Contract & Commercial LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HiTouch Business Services LLC and Southwest School and Office Supply are affiliates of Staples Contract & Commercial LLC, and wholly owned subsidiaries of Staples, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Staples Contract & Commercial LLC is a wholly owned subsidiary of Staples, Inc. Our Contract & Commercial division supports our business-to-business customers with all the products and services we offer. Our lines of business names include: <ul style="list-style-type: none"> <li>• Staples Business Advantage</li> <li>• Staples Advantage</li> <li>• Staples</li> <li>• Staples.com</li> <li>• Staples Business Credit</li> <li>• Staples Facility Solutions</li> <li>• Staples Promotional Products</li> <li>• Staples Furniture Solutions</li> <li>• Staples Technology Solutions</li> <li>• Staples Pack and Ship Solutions</li> <li>• Staples Installation Services</li> <li>• Staples Print and Marketing Services</li> </ul>
4	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702
5	Proposer website address (or addresses):	www.StaplesAdvantage.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7256 Email: Sharon.Burgess@Staples.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com  Adam Moriarty, Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Adam.Moriarty@Staples.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Staples was founded in 1986 by Tom Stemberg, who was inspired to create an office supply superstore after struggling to find a printer ribbon during a holiday. The first store was opened in the Brighton neighborhood of Boston. Since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners. Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery. We have been in the industry for 38 years, providing a range of products and services beyond the paper, ink, and toner we're known for. We are experts in technology and conferencing equipment, cleaning products, furniture, and breakroom items like snacks and coffee. We also provide comprehensive print management programs and promotional capabilities. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities.

10	What are your company's expectations in the event of an award?	Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency, and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 – Staples Financial Stability for Staples' 2023 financial information and current bank and trade references. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.
12	What is your US market share for the solutions that you are proposing?	The industry remains highly fragmented with more than 2,000 competitors — we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq.
13	What is your Canadian market share for the solutions that you are proposing?	As the industry leader, Staples Professional has significant share of the total market across many specific categories (office supplies, print and promo, technology, facility solutions, etc.) in Canada, and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never filed for a bankruptcy action.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: <ul style="list-style-type: none"> <li>• Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold varying certifications depending on their business classification and location.</li> <li>• Certain types of print services and promotional products may be subcontracted to our network of qualified strategic suppliers.</li> <li>• Some product lines, such as janitorial and breakroom may involve service, repair and installation functions that may be subcontracted to our installer network.</li> <li>• Staples uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors.</li> </ul> Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past ten years.

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received:</p> <p>COMPANY RANKINGS</p> <ul style="list-style-type: none"> <li>• #73 on Forbes America's Largest Private Companies list for 2023</li> <li>• #68 on National Retail Federation Top 100 Retailers list for 2023</li> </ul> <p>ENVIRONMENTAL AWARDS &amp; RECOGNITIONS</p> <ul style="list-style-type: none"> <li>• Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal</li> <li>• Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment</li> </ul> <p>DIVERSITY AWARDS &amp; RECOGNITIONS</p> <ul style="list-style-type: none"> <li>• Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024</li> <li>• Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees</li> <li>• Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign</li> </ul> <p>SUPPLIER AWARDS</p> <ul style="list-style-type: none"> <li>• CoreTrust "Supplier Award – Most Collaborative Partner" (2024)</li> <li>• HealthTrust Supplier of the Year (2019)</li> </ul>
19	What percentage of your sales are to the governmental sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$167M in state and municipal government sector sales annually under our Sourcewell awarded contracts.
20	What percentage of your sales are to the education sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$173M in education sector sales annually under our Sourcewell awarded contracts.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples holds the following national public sector cooperative contracts:</p> <ul style="list-style-type: none"> <li>• Sourcewell</li> <li>• NASPO ValuePoint</li> <li>• NPP Gov</li> <li>• E&amp;I</li> <li>• BuyBoard</li> </ul> <p>Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 012320-SCC Office &amp; Related Supplies contract as their state office supplies contract vehicle.</p> <p>Each of these contracts have been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above have annual sales that range between \$5 million to \$1 billion.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> <li>• 47QSEA19D008T – Enhanced SIN for Office Supplies &amp; Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture</li> <li>• 47QSCC24D000G - GSA Commercial Platform contract (commercial online marketplace contract)</li> </ul> <p>Staples considers specific sales volumes for these contracts confidential.</p>

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Hillsborough County Public Schools	Camille Massey, Senior Procurement Officer	(813) 272-4370
University of Colorado	Jenny Casanova, Senior Procurement Manager	(303) 764-3413
County of Sacramento	Zachary Mello, Senior Contract Services Officer	(916) 875-6104

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
County of Riverside	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
County of San Bernardino	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
Charter School Department of Education	Education	New York - NY	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
City of Houston	Government	Texas - TX	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *

25	Sales force.	<p>Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide.</p> <p>Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team.</p> <p>Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following:</p> <p><b>AREA VICE PRESIDENT STRATEGIC ACCOUNTS – PUBLIC SECTOR</b></p> <ul style="list-style-type: none"> <li>• Oversees the ongoing management of all Public Sector cooperative contracts</li> <li>• Works with all levels of the sales organizations and customers</li> <li>• Shares best practices based on all related issues and resolutions</li> </ul> <p><b>STRATEGIC ACCOUNT DIRECTOR</b></p> <ul style="list-style-type: none"> <li>• Manages and maintains relationships with senior executive team members within cooperative contracts</li> <li>• Develops strategy to inform and train sales teams that support the members of Public Sector contracts</li> <li>• Subject matter expert to their designated vertical customer segment</li> </ul> <p><b>LARGE ACCOUNTS</b></p> <ul style="list-style-type: none"> <li>• Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive.</li> <li>• Account Executive – Dedicated Member point of contact that oversees ongoing program management. Locally aligned to customers, Account Executives conduct regular business reviews and develop strategies to lower procurement costs and increase compliance.</li> <li>• Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available.</li> </ul> <p><b>SMALL/MEDIUM ACCOUNTS</b></p> <ul style="list-style-type: none"> <li>• Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities.</li> <li>• Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth.</li> </ul> <p><b>ADDITIONAL RESOURCES</b></p> <ul style="list-style-type: none"> <li>• Category Experts – Account support dedicated to facilities, print, promo and technology</li> <li>• Account Specialists – Support to engage with entities that have not made recent purchases</li> <li>• Site Developers – Drive compliance and site penetration for large entities</li> <li>• Sales Engineers – Support to onboard new entities to ensure successful setup</li> </ul> <p>In addition, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.</p>
26	Dealer network or other distribution methods.	<p>Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers.</p> <p>Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.</p>
27	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates in our call centers, including representatives who process orders, answer customer emails and provide agent support.</p> <p>Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.</p>

<p>28</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals:</p> <ul style="list-style-type: none"> <li>• Online via our e-commerce ordering platforms</li> <li>• StaplesAdvantage.com Mobile App</li> <li>• Electronic Data Interchange (EDI)</li> <li>• Third-party interface</li> <li>• Buy Online, Pick Up in Store</li> <li>• Telephone (toll-free number)</li> </ul> <p>Online ordering is simple with StaplesAdvantage.com:</p> <ul style="list-style-type: none"> <li>• Step 1 – Using our robust Search and Filter features, user can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart.</li> <li>• Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping.</li> <li>• Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order.</li> <li>• Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details.</li> </ul> <p>For some categories covered by this contract, the ordering process may include a website other than StaplesAdvantage.com and/or via purchase order. Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.</p>
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<p>29</p>	<p>Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)</p>	<p><b>MINIMUM ORDER REQUIREMENTS</b>                  Unless otherwise mutually agreed to by Staples and a Sourcewell participating entity, Sourcewell participating entities shall have a minimum order size of \$35.00 per order. Orders not meeting the minimum will be charged a \$7.99 fee. Purchasers will be notified by an alert in the cart that their order is subject to a minimum order fee and that they can avoid the fee by consolidating small orders. Please note the following additional terms:</p> <ul style="list-style-type: none"> <li>• Minimum order requirements may apply to special orders, manufacturer-direct orders and sourced products.</li> <li>• For items purchased through the Staples Technology Solutions ordering platform, a minimum order fee of \$250.00 will apply. Orders not meeting the minimum will be charged an \$8.00 shipping and handling fee.</li> <li>• Depending on the scope of the products, minimum order quantities may apply to custom print and promotional items.</li> </ul> <p><b>ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS</b>                  Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate Sourcewell participating entities to adopt more efficient behaviors, such as:</p> <ul style="list-style-type: none"> <li>• Ordering bi-weekly or monthly, instead of weekly or daily</li> <li>• Coordinating ordering with other departments</li> <li>• Determining frequently ordered items and ordering enough for a week</li> <li>• Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders</li> </ul> <p>Benefits of order consolidation include:</p> <ul style="list-style-type: none"> <li>• Reduced order processing costs</li> <li>• Fewer deliveries and invoices to process</li> <li>• Less packaging, label and invoicing paper waste</li> <li>• CO2 savings from fewer truck deliveries</li> </ul> <p><b>INCREASING ONLINE ORDERS</b>                  The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs participating entities significantly more than an order placed electronically. We'll educate participating entity's end users on online order placement. Benefits include:</p> <ul style="list-style-type: none"> <li>• Reduced order processing costs</li> <li>• Faster and easier ordering</li> <li>• Fewer ordering mistakes – fewer product returns</li> <li>• Real-time tracking of product delivery status</li> </ul> <p>Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails.</p> <p><b>ONLINE COMPLIANCE CONTROLS</b>                  StaplesAdvantage.com also drives program compliance with features like:</p> <ul style="list-style-type: none"> <li>• The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists</li> <li>• Shared or personal shopping lists populated with commonly ordered or preferred core items</li> <li>• Optional spending and approval controls that eliminate inefficient and costly small orders</li> </ul> <p><b>DESKTOP &amp; PREMIUM DELIVERY</b>                  As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include:</p> <ul style="list-style-type: none"> <li>• Desktop delivery (desk to desk)</li> <li>• Specific delivery windows (before noon, after 10:00 a.m., etc.)</li> <li>• Inside delivery (specific floor)</li> <li>• Mailroom delivery (by floor)</li> <li>• Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves)</li> <li>• Loading boxes through an X-ray machine prior to making delivery</li> </ul> <p>Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations.</p> <p><b>EXPEDITED ORDERS</b>                  Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day:</p> <ul style="list-style-type: none"> <li>• Furniture</li> <li>• HAZMAT items (this includes items that contain Lithium batteries)</li> <li>• Liquid</li> <li>• Food and beverage items</li> <li>• Custom items</li> <li>• Drop ship or special-order items</li> <li>• Orders containing more than six SKUs</li> </ul> <p><b>RETAIL PURCHASING PROGRAM &amp; IN-STORE PURCHASING</b>                  Today, customers can use the Buy Online, Pick Up in Store option and Print-to-Store to get what they need, when they need it for same day purchases. They can also take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides:</p> <ul style="list-style-type: none"> <li>• One &amp; Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact.</li> <li>• Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work.</li> <li>• Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information.</li> <li>• Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order.</li> <li>• Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right.</li> </ul> <p><b>SERVING SOURCEWELL PARTICIPATING ENTITY NEEDS</b> Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for:</p> <ul style="list-style-type: none"> <li>• Login support and password resets</li> <li>• New user set up and adding ship-to locations</li> <li>• Assisting with online profile management</li> <li>• Aiding with account setup, expedited ordering and research</li> <li>• Pricing inquiries and special orders processing</li> <li>• Delivery and backorder tracking</li> <li>• Billing and tax exemption questions</li> </ul> <p>Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com.</p> <p><b>CALL CENTER STRUCTURE</b></p> <ul style="list-style-type: none"> <li>• Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account.</li> <li>• Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies.</li> <li>• Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced.</li> <li>• Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations.</li> <li>• Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.</li> </ul>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.

<p>35</p>	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note:</p> <ul style="list-style-type: none"> <li>• Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans.</li> <li>• Staples does not export any food items (drink or food).</li> <li>• Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates.</li> <li>• Freight costs are billed back to the customer on a separate invoice.</li> <li>• Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S.</li> </ul> <p>Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska.</p> <p>Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.</p> <p>Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean materials. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.</p>
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**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>36</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Staples' response to questions 36 through 38 of this section should be considered as "Trade Secret": Staples' strategy for the national promotion of the Sourcewell contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team.</p> <p>Recently, we organized our Sales teams into industry-aligned verticals: Commercial; Public Sector (Government, Non-Profits, K-12 and Higher Education); and Healthcare. This provides our customers with a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints, such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with your Staples team.</p> <p><b>BUSINESS DEVELOPMENT</b></p> <ul style="list-style-type: none"> <li>Continue to focus efforts on prospecting and acquisition of participating entities in the public sector through the Sourcewell contract</li> <li>Leverage the unique skills and strengths of our mid-market teams for small and medium sized entities and our enterprise teams for larger, more complex entities</li> </ul> <p><b>NEW ACCOUNT MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>Implement and ramp new accounts with specificity, efficiency and speed</li> <li>Comprehensive program training</li> </ul> <p><b>EXISTING ACCOUNT MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>Continue to focus efforts on existing account communication and penetration</li> <li>The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction</li> </ul> <p><b>ONGOING INTERNAL TRAINING AND EDUCATION</b></p> <ul style="list-style-type: none"> <li>Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce</li> </ul> <p>It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Marketing Plan.</p> <p>In addition to our sales, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan. In Attachment 4 – Sourcewell–Staples Marketing Plan we have also included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> <li>Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation</li> <li>Relies on the committed resources of the entire Staples organization, supported by our senior management team</li> <li>Utilizes a full range of tools and technology including, but not limited to:             <ul style="list-style-type: none"> <li>Online and in-person training tools and techniques</li> <li>Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization</li> <li>Internal instructional website presence for sales education</li> <li>Public-facing website presence for current and prospective Sourcewell participating entities</li> <li>Data models to drive marketing campaigns and tactics</li> </ul> </li> </ul>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. The messaging is driven by customer insights to ensure relevancy (for example seasonal communications around the end of fiscal year budgets or back-to-school season) to our audience. Our internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through these marketing campaigns. Campaigns tactics include email, digital paid media, campaign landing pages, direct mail and sales support materials.</p> <p><b>ACCOUNT-BASED MARKETING (ABM) – USER-FOCUSED</b></p> <p>To ensure compliance, Staples can use digital retargeting proactively to communicate with Sourcewell's membership to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract.</p> <p><b>SOURCEWELL PARTNER PORTAL</b></p> <p>Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples contracts:</p> <ul style="list-style-type: none"> <li>Overall Program Highlights</li> <li>Contract Highlights</li> <li>Ordering Overview</li> <li>Product and Service Overview</li> <li>Contact Information</li> <li>Messaging from Sourcewell</li> <li>Visit Sourcewell Partner Portal for more information</li> </ul>
<p>38</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through:</p> <ul style="list-style-type: none"> <li>The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants.</li> <li>The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly.</li> <li>The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities.</li> <li>Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract.</li> <li>The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows.</li> <li>Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.</li> </ul>

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms.</p> <p><b>EASY ORDERING TOOLS</b></p> <p>StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include:</p> <ul style="list-style-type: none"> <li>• Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security.</li> <li>• Easy Search &amp; Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time.</li> <li>• Product Comparisons – Compare up to four products at time to make an informed selection and read product reviews.</li> <li>• Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.</li> <li>• Order Status &amp; Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery.</li> <li>• Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page.</li> <li>• Ink &amp; Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows you to save printer information. Or choose from a range of free recycling options by clicking under the Help Center.</li> <li>• Frequently Purchased – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history.</li> <li>• Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available.</li> <li>• Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates.</li> <li>• Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.</li> </ul> <p><b>ONLINE PROCUREMENT CONTROLS</b></p> <p>Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer:</p> <ul style="list-style-type: none"> <li>• User &amp; Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations.</li> <li>• Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases.</li> <li>• Budget &amp; Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department.</li> <li>• Customization Features – Customize your platform with special instructions and messages to keep users in program compliance.</li> </ul> <p><b>MOBILE CAPABILITIES</b></p> <p>Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include:</p> <ul style="list-style-type: none"> <li>• Full account information, including recent orders, orders pending approval and custom deals</li> <li>• Scan-to-order functionality</li> <li>• Search, browse and order on the go</li> <li>• One-touch order approvals</li> <li>• Shopping lists for quick replenishment</li> <li>• Ink &amp; Toner Finder</li> <li>• Quick Order entry</li> <li>• Filterable search results</li> <li>• Order status and package tracking</li> <li>• Integration with StaplesAdvantage.com</li> <li>• Secure Remember Me feature for login convenience</li> </ul> <p><b>ONLINE REPORTING</b></p> <p>Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com:</p> <ul style="list-style-type: none"> <li>• Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics.</li> <li>• User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information.</li> <li>• Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size.</li> <li>• Budget reports allow you to monitor the variances between spend versus budget.</li> <li>• Auto Restock reports all you to view subscription details by user and shipping location.</li> <li>• Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months.</li> <li>• Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available.</li> </ul> <p><b>SCALABILITY</b></p> <p>If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet your changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure a participating entities employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. We will customize a marketing plan to maximize program awareness at all your locations, including providing information on available trainings.</p> <p><b>TRAINING MATERIALS</b>          From video tutorials to step-by-step user guides, we have a full suite of training materials available on StaplesAdvantage.com Customized materials can be provided upon request. Training sessions can also be scheduled as needed, throughout the life of your program. Our Welcome Page on StaplesAdvantage.com provides everything your users need to get started with your program.</p> <p><b>VIDEO TUTORIALS</b>          The full suite of features and capabilities can be viewed on StaplesAdvantage.com by clicking the tutorial video at the link below. You'll learn how easy it is to find the items you need, create shopping lists, manage your account, set up delivery notifications, check order status, use short cuts on the help center, make a hassle-free return and more.</p> <p>Follow these links for the information participating entities may need on StaplesAdvantage.com:</p> <ul style="list-style-type: none"> <li>• Managing your StaplesAdvantage.com account</li> <li>• Managing your StaplesAdvantage.com orders</li> <li>• Timesavers on StaplesAdvantage.com</li> </ul> <p><b>FACILITY SOLUTIONS TRAINING</b>          To create a successful janitorial program for Sourcewell, Staples provides more than high quality products, we can also design customized training programs to demonstrate the best procedures for participating entities to use those products. By employing the correct procedures and techniques, a facilities staff will dramatically reduce its labor and product costs, increase productivity and improve its sustainability program.</p> <p>At Staples, we have a dedicated Facilities Technical Training team for both customer site and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards.</p> <p>We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include on-site and web-based programs, as well as in-person training at our training facility in Aurora, Colorado.</p> <p><b>PRINT &amp; MARKETING TRAINING</b>          It's our goal to make ordering print products simple and easy. About four weeks prior to a program go live date, our Marketing team will create an announcement for participating entities to send to their users that will help set the tone for their Print program's success. Over the next few weeks, we'll follow up with Coming Soon communications to promote program awareness and advantages of the new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print &amp; Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details. Once the program launch is complete, the participating entity's Print &amp; Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.</p>
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<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following:</p> <p><b>SALES TRANSFORMATION</b>                  We organized our sales teams into industry-aligned verticals: Commercial, Public Sector (Government, Education and Non-Profits) and Healthcare to optimize how we deliver our products and services. This provides our customers a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with their Staples team. We have created a dedicated Sourcewell Partner Portal to assist both participating entities and sales teams with compliance, visibility and insights specific to the public sector industry.</p> <p><b>INNOVATIVE STAPLES BRANDS</b>                  Staples' brands are designed and tested to ensure high quality and performance in every product across many categories. We offer more than 5,500 Staples-exclusive items, including:</p> <ul style="list-style-type: none"> <li>• Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.</li> <li>• Staples Tech. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs.</li> <li>• Union &amp; Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul> <p>Our new line of Staples-brand ergonomic furniture options is an example of recent product innovation. This line of furniture and accessories includes first-to-market, purpose-designed selections. Popular items in this exclusive line include:</p> <ul style="list-style-type: none"> <li>• The TRU RED Curved Whiteboard is the first of its kind and offers an ergonomic writing experience at every height.</li> <li>• The revolutionary Union &amp; Scale Sit-Stand Micro Movement Desk combines advanced micro movement technology with ergonomic design to boost productivity, reduce fatigue and improve overall well-being.</li> <li>• The TRU RED Anti-Fatigue Balance Board pairs with standing desks to introduce dynamic movement and reduce discomfort.</li> </ul> <p>Our entire assortment of Staples-brand items is tested to ensure high-quality performance and come with satisfaction guaranteed.</p> <p><b>CUSTOM PRINT INVESTMENT</b>                  Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry.</p> <p>StaplesAdvantage.com features some of the most robust ordering capabilities and enhancements available today. Our customers find it easy to order their proprietary print items as well as to quickly create new, custom collateral, all from the Print &amp; Marketing Solutions tab on StaplesAdvantage.com.</p> <p>Users can order from the following categories of print products from StaplesAdvantage.com:</p> <ul style="list-style-type: none"> <li>• Document Printing – Staples provides an easy way to print presentations, flyers, brochures and more through its Document Printing service. With Document Printing you can upload your files and configure documents by choosing your printing and binding options. Your finished project can be delivered (in 3-5 days) or picked up (same day/next day) at any Staples store.</li> <li>• Custom Print – Staples offers a variety of design templates to create custom products such as Business Cards, Envelopes, Stamps and more. You can also upload your own artwork, share the template across your organization and save the design for future reorders.</li> <li>• My Company Print Catalog – By adding Print to your Staples Advantage program, your users can order pre-approved custom proprietary print products (static and variable) that are available in an easy-to-use catalog. This will ensure consistent, high quality print materials for every location. A Staples Print program can help you manage printing from start to finish with editable proofs, shipment tracking, consolidated invoices and more.</li> </ul>
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<p>42</p>	<p>How does your organization stay current with technological advancements in e-commerce and supply chain management?</p>	<p>Our industry-leading size allows us to continually invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster and at lower total cost for Sourcewell participating entities.</p> <p><b>TECHNOLOGY INVESTMENT</b>                  Continual technology investment improves order accuracy and delivery efficiency for Sourcewell participating entities. In recent years, we've made a variety of systemic improvements, including automation and robotic picking technology in our fulfillment centers as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions. These investments ensure the highest quality standards for every order. We allocate substantial capital funds every year to pursue similar investments to leverage our asset base, improve our response time and maintain our quality standards.</p> <p><b>SMARTSIZE PACKAGING™</b>                  Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out SmartSize technology that tailors box sizes to the exact size of the order. In addition to using almost 15% less corrugate, SmartSize™ lessens our use of air pillows by approximately 75%. It not only reduces packaging waste, but also helps optimize the available space of our delivery vehicles by about 20%.</p> <p><b>ROBOTIC MATERIAL HANDLING SOLUTION</b>                  Staples developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers.</p> <p>Our website experience allows you to not only order product solutions, but also get new ideas and connect with people who do what you do. Staples offers unique features to help you save costs and maintain program compliance. We have the experience, technology and resources to customize a flexible e-commerce solution that's right for you in as little as 30 to 45 days.</p> <p>Sourcewell participating entities will benefit from a robust e-commerce solution that:</p> <ul style="list-style-type: none"> <li>• Reduces ordering time</li> <li>• Lowers internal ordering costs</li> <li>• Provides comprehensive spend control and management</li> <li>• Works within your existing e-procurement framework</li> <li>• Is scalable to grow with your organization</li> </ul> <p><b>WORLD-CLASS ORDERING WEBSITE</b>                  With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay.</p> <p><b>STAPLES MOBILE APP</b>                  No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go.</p> <p><b>CUSTOMER ANALYTICS DASHBOARD</b>                  Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved.</p> <p><b>PARTNER PORTALS</b>                  Staples has developed a public-facing website that educates prospective and existing customers on their Staples contract details and more:</p> <ul style="list-style-type: none"> <li>• Overall Program Highlights</li> <li>• Contract Highlights</li> <li>• Ordering Overview</li> <li>• Product and Service Overview</li> <li>• Contact Information</li> <li>• Messaging from Customer</li> </ul>
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Staples offers a full array of sustainability solutions to help Sourcewell participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts will design a program tailored to your goals and our Marketing personnel will help promote it to your employees. Please see Attachment 5 for more details.</p>

<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p><b>ENVIRONMENTAL CERTIFICATIONS</b>  <b>ENERGY STAR® CERTIFICATION</b>                  To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019.</p> <p><b>ENVIRONMENTAL PRODUCT CERTIFICATIONS</b>                  Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online.</p> <p>We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes:</p> <ul style="list-style-type: none"> <li>• bluesign®</li> <li>• BPI compostable®</li> <li>• Cradle to Cradle™ (all tiers except basic)</li> <li>• Energy Star®</li> <li>• EPA Design for Environment for Pesticides</li> <li>• EPA Safer Choice</li> <li>• EPA Water Sense</li> <li>• EPEAT™ (all tiers)</li> <li>• EWG verified™</li> <li>• Fair Trade™</li> <li>• Food Alliance™</li> <li>• Forest Stewardship Council®</li> <li>• Green Seal®</li> <li>• Indoor Advantage™ Gold</li> <li>• level® (all tiers)</li> <li>• Made Safe®</li> <li>• Organic</li> <li>• Rainforest Alliance™</li> <li>• UL EcoLogo®</li> <li>• UL Greenguard® Gold</li> <li>• 20% to 30%+ post-consumer recycled content^</li> <li>• 30%+ agricultural residue, rapidly renewable, or bio-based content</li> <li>• Rechargeable batteries</li> <li>• Remanufactured electronics or furniture</li> <li>• High-yield ink and toner</li> </ul> <p>^ Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content.</p> <p><b>ENVIRONMENTAL PARTNERSHIPS &amp; AFFILIATIONS</b></p> <ul style="list-style-type: none"> <li>• Sustainable Purchasing Leadership Council (SPLC) – This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser.</li> <li>• U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations.</li> <li>• GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials.</li> <li>• GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry.</li> <li>• Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program.</li> <li>• EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.</li> </ul>
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<p>45</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (MWBE) and veteran-owned small businesses by purchasing products and services from them.</p> <p>Staples empowers Sourcewell participating entities to connect with small and diverse businesses in two ways:</p> <p><b>DIVERSITY ONE RESELLER PROGRAM</b></p> <p>Customers buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible. Certification categories can include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Certified 8(a) Firms</li> <li>• Small Disadvantaged Businesses</li> <li>• Women-Owned Businesses</li> <li>• HUBZone Small Businesses</li> <li>• Veteran-Owned Small Businesses</li> <li>• Service-Disabled Veteran-Owned Small Businesses</li> <li>• Small Businesses</li> <li>• USBLN Network/People with Disabilities</li> </ul> <p>Please note Supplier's Tier One Diversity Program is available to participating entities. Under the Tier One Diversity Program, participating entities may purchase products from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller.</p> <p><b>DIVERSITY TWO PROGRAM</b></p> <p>We include diverse manufacturers in our product and service sourcing, helping these organizations grow while offering our customers a wide selection of high-quality goods. Today, Staples has 50+ diverse manufacturers and has 3,500+ diverse SKUs in our assortment. We can work with customers to find the right vendors to fulfill their needs, with quality products flagged online and auto-substitution options.</p> <p>Sourcewell participating entities will benefit from:</p> <ul style="list-style-type: none"> <li>• A wide selection of high-quality products easily identified by symbols</li> <li>• Products across every category — business essentials, furniture solutions, facility solutions and technology solutions</li> <li>• Detailed reporting and tracking of their diverse product spend</li> <li>• Expert, consultative support from the Staples Account Manager, who will identify opportunities to utilize these product groups and report on the participating entity's progress</li> </ul>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Staples is committed to helping our customers get more done every day. That's why we make finding, buying and delivering the right products and solutions faster and easier. You can rely on expertise that helps you make smarter purchasing decisions.</p> <ul style="list-style-type: none"> <li>• Unmatched Experience – Staples has been supporting and servicing the public sector through the unique requirements and needs of our Government &amp; Education customers for over 30 years. We have dedicated Government &amp; Education Cooperative specialists with an average of 27 years of experience.</li> <li>• The Right Solutions – Sourcewell can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government &amp; Education verticals that include offices, common areas, breakrooms &amp; teacher lounges, classrooms, custodial, building &amp; grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more.</li> <li>• Financial Strength – Our leading financial position allows us to continually invest in our business and provides Sourcewell with the confidence of working with a strong and stable supplier.</li> <li>• Expert Support – Staples is at your side with experts in product selection, fulfillment, customer service and account management. We have a segmented sales and support organization dedicated only to Government &amp; Education customers.</li> <li>• Fast Delivery – Reliable next-business-day delivery on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers.</li> <li>• Easy Online Ordering – Easy search and order, self-service options and hassle-free returns. Plus, budgeting and spend management tools. And, we have experience integrating with over 150 third-party purchasing platforms.</li> <li>• Recognized Customer Call Centers – Exceeding customer expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call.</li> <li>• Supplier Diversity Programs – Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a "One to Many" solution, fulfilling many state and local requirements.</li> <li>• Corporate Responsibility – We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community.</li> <li>• Incentives &amp; Recognition – Staples Promotional Products' incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we can recommend methods that save money as well. We can offer participating entities multiple economical options to meet their requirements.</li> </ul> <p>With Staples, our focus is our customers' Worklife needs. Sourcewell participating entities can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture.</p> <ul style="list-style-type: none"> <li>• Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.</li> <li>• Staples Tech – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• Coastwide Professional – Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs.</li> <li>• Union &amp; Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul>

**Table 9A: Warranty**

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>Staples expressly warrants that it will provide Sourcewell participating entities with pass-through of all manufacturers' warranties for all office products sold to Sourcewell participating entities.</p> <p>Staples expressly warrants that all TRU RED, Perk, NXT Technologies, Union &amp; Scale, Coastwide Professional, or Staples branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Staples' samples, if any.</p> <p><b>GENERAL WARRANTY DISCLAIMER</b></p> <p>These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims all other warranties, express or implied, including, without limitation, any warranties of title, non-infringement, merchantability and/or fitness for a particular purpose.</p> <p><b>SERVICES WARRANTY</b></p> <p>Staples warrants that for a period of one year from performance, the services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Sourcewell participating entities.</p> <p><b>CUSTOM-IMPRINTED PRODUCTS</b></p> <p>Prior to Staples' production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of a participating entity (hereinafter "Print Products"), Staples shall submit to the participating entity samples or an appropriate proof of each item, for the participating entity's written approval of the Print Products. Participating entity agrees to promptly review any items submitted to participating entity for approval under this section.</p> <p>Staples warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Staples, are discovered by the participating entity, participating entity's sole and exclusive remedy shall be, at Staples' sole election, for Staples to replace the defective Print Product at Staples' expense or to credit participating entity's account for the net amount actually paid by participating entity to Staples for the applicable Print Product, provided that Staples is reasonably certain that the warranty claim is valid and was not caused by participating entity.</p> <p>The following terms apply when Sourcewell participating entities provide content for Staples to reproduce:</p> <p><b>Participating Entity Warranty.</b> Sourcewell participating entity represents and warrants that it owns or has the right and license to use, adapt and reproduce participating entity's property. Participating entity represents and warrants that participating entity property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Participating entity grants to Staples a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate participating entity property solely in connection with Staples' obligations hereunder. Staples acknowledges that, as between Staples and participating entity, participating entity owns, controls and shall retain all ownership rights in and to participating entity property. All proprietary rights and goodwill in the participating entity property shall inure to the benefit of participating entity and not Staples. Staples shall acquire no intellectual property rights in the participating entity property by reason of its use thereof, and if, by operation of law, or otherwise, Staples is deemed to, or appears to, own any intellectual property in the participating entity property, Staples shall, at participating entity's request, execute any and all documents necessary to confirm or otherwise establish participating entity's rights therein. Participating entity acknowledges that, as between Staples and participating entity, Staples owns, controls and shall retain all ownership rights in and to Staples' proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Staples.</p> <p>Participating entity property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements or language contained in or on any print or electronic content or materials provided to Staples by participating entity in connection with Staples' performance hereunder.</p> <p>To the extent permitted by applicable law, participating entity shall indemnify, defend and hold harmless Staples for any third-party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) participating entity's breach of participating entity's warranty related to participating entity property; or (ii) Staples' use of participating entity property in accordance with the specifications provided by participating entity.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 47 above.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties for service or repair vary by manufacturer and are shared at the time of scheduling.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii, U.S. territories and Canada should they be included in a resulting contract.

51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 47 for more details.
52	What are your proposed exchange and return programs and policies?	<p>If for any reason a Sourcewell participating entity is not completely satisfied with a product purchased from Staples, they may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip.</p> <p>At any time, Sourcewell participating entities can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Their delivery driver will pick up the returned item, so no shipping expense is required from them. Credit for returned items is issued once the items are received at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items.</p> <p><b>RETURN PERIODS BY PRODUCT</b></p> <ul style="list-style-type: none"> <li>• Office Supplies, School Supplies and Facilities Supplies – 30 Days</li> <li>• Software (unopened)* – 30 Days (opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software)</li> <li>• Technology Items and Business Machines – 14 Days</li> <li>• Furniture – 14 Days after delivery</li> <li>• Promotional Products - Not returnable unless damaged/defective (within 48 hours)</li> <li>• Non-Stock Products – Not returnable unless damaged/defective (within 30 days)</li> <li>• Custom-Imprinted Products – Not returnable unless damaged/defective</li> </ul> <p><b>FACILITY SUPPLIES &amp; EQUIPMENT</b></p> <p>We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions.</p> <p><b>FURNITURE</b></p> <p>If for any reason a Sourcewell participating entity isn't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, they may request to return it within 14 days of its delivery. Sourcewell participating entities can contact their Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective.</p> <p><b>PRINT &amp; MARKETING SERVICES</b></p> <p>Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating entities throughout the design and proofing process to ensure print products match the exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.</p> <p><b>PROMOTIONAL PRODUCTS</b></p> <p>Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to the account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.</p> <p><b>TECHNOLOGY PRODUCTS</b></p> <p>Subject to Staples Technology Solutions Return Policy (<a href="https://sts.staples.com/returns.html">https://sts.staples.com/returns.html</a>) and further subject to manufacturer or wholesaler return policies and restrictions, Staples will accept returns of (a) stocked Technology Products (excluding hardware items) in salable condition up to thirty (30) calendar days after receipt by Buyer; and (b) hardware items up to fourteen (14) calendar days after receipt by Buyer. Technology Product must be returned with complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts, promotional items, and a copy of the packing slip. Return of Technology Products which are (a) custom, or (b) sourced specifically at Buyer request, are subject to Seller approval.</p> <p><b>DAMAGED/DEFECTIVE ITEMS</b></p> <p>Please call our Customer Service team to return damaged or defective products. The Sourcewell participating entity account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues.</p> <p><b>IMPORTANT NOTES ABOUT ALL RETURNS</b></p> <ul style="list-style-type: none"> <li>• Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit.</li> <li>• Calendars cannot be returned after January 31 of the year to which they correspond.</li> <li>• For health and safety reasons, food, beverages, first aid and medical products cannot be returned.</li> <li>• For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging.</li> <li>• Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return.</li> <li>• Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product.</li> <li>• Additional charges may be incurred for the shipping and handling of products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is the customer's responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.</li> </ul>

53	Describe any service contract options for the items included in your proposal.	<p>Staples offers a number of lease/service agreement options to meet Sourcewell participating entities' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell entity:</p> <p>Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease if the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer.</p> <p>Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser.</p> <p>Ware Wash: This program utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples.</p> <p>Dispensers: Staples will review dispenser requirements for each participating entity to determine any associated costs. In many cases, manufacturers are willing to offer no-charge or reduced cost dispensers with a commitment to order refill products.</p>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	<p>Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell.</p> <p>Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via:</p> <ul style="list-style-type: none"> <li>• Company check</li> <li>• Automated Clearing House (ACH) with notifications via email or EDI</li> <li>• Electronic Funds Transfer (EFT)</li> </ul> <p>Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.</p>
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to.</p> <p>Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be included in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.</p>
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal.</p>
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.</p>

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other workplace essential supplies.</p> <p>Additionally, there is pricing for services and manufactured items like promotional products and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.</p>

<p>59</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Staples proposes the following pricing structure:  <b>Core List.</b> The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating entities. Prices for Core List items provided under this contract are set forth in Exhibit 1.  The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Staples may request a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.  The prices for Premium Products may be updated quarterly each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and deviated products that participating entities purchase from Staples. "Deviated Items" means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell.  <b>Extraordinary Market Events.</b> Staples reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected participating entities to identify alternative products to mitigate the impact of the foregoing where possible.  <b>Updated Items.</b> For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.  <b>Custom Pricing; Rebates &amp; Incentives; Other Terms.</b> Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.  <b>Non-Core Items.</b> The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items or as otherwise quoted at the time of purchase.  Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in Section 4 of the Master Purchase Agreement.  <b>Sourced Products.</b> Participating entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering entity.  <b>Pricing Exhibits.</b> Please see our Pricing Exhibits for pricing details on the following categories:  <ul style="list-style-type: none"> <li>• Exhibit 1 – Core List Pricing</li> <li>• Exhibit 2 – Print Services</li> <li>• Exhibit 3 – Staples Promotional Products</li> <li>• Exhibit 4 – Staples Technology Solutions</li> </ul> <b>Tier One Diversity Program.</b> Staples' Tier One Diversity Reseller Program is available to Sourcewell participating entities. Under the Tier One Diversity Reseller Program, participating entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller.</p>
<p>60</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcewell participating entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p>

61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcewell and its participating entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcewell participating entities product needs quickly and at the lowest possible cost.</p> <p>The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.</p>	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>There may be additional services available which are associated with certain products, including, but not limited to: furniture, facility solutions, technology or water/coffee dispensers or programs, etc. which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating entity. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.</p>	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering.</p> <p>Common delivery exceptions that require a surcharge include:</p> <ul style="list-style-type: none"> <li>• Orders not meeting the minimum order requirements</li> <li>• Furniture unpacking or assembly</li> <li>• Stair carry for upper floor inside deliveries (lack of freight elevator or access to same)</li> <li>• Handling support for facilities that do not operate a fully functioning dock</li> <li>• Expedited deliveries</li> <li>• Manufacturer fees</li> <li>• Deliveries outside Staples' standard distribution area (Alaska and Hawaii)</li> <li>• Bulky, fragile or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals</li> <li>• Or as otherwise indicated on our website at the time of purchase</li> </ul> <p>Surcharges are calculated on a per-order basis. Freight will be listed as a line-item charge for all Staples Promotional Products orders.</p>	*

<p>64</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note:</p> <ul style="list-style-type: none"> <li>• Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans.</li> <li>• Staples does not export any food items (drink or food).</li> <li>• Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates.</li> <li>• Freight costs are billed back to the customer on a separate invoice.</li> <li>• Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S.</li> </ul> <p>Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska.</p> <p>Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.</p> <p>Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.</p>
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<p>65</p>	<p>Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.</p>	<p>Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of approximately 20,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include:</p> <ul style="list-style-type: none"> <li>• AP certified non-toxic</li> <li>• Bluesign certified clothing product</li> <li>• BPI compostable</li> <li>• Cradle to Cradle certified</li> <li>• EcoLogo certified</li> <li>• ENERGY STAR qualified</li> <li>• EPA Comprehensive Procurement Guidelines</li> <li>• EPA Design for the Environment (DfE) for Pesticides registered</li> <li>• EPA Safer Choice registered</li> <li>• EPA WaterSense certified</li> <li>• EPEAT qualified</li> <li>• EWG verified</li> <li>• Fair Trade certified</li> <li>• Food Alliance certified</li> <li>• Forest Stewardship Council (FSC) certified</li> <li>• GREENGUARD certified</li> <li>• Green Seal certified</li> <li>• Indoor Advantage certified</li> <li>• Level certified</li> <li>• Made by a Certified B Corporation</li> <li>• Made Safe certified</li> <li>• PMA non-toxic</li> <li>• Rainforest Alliance certified</li> <li>• Roundtable on Sustainable Palm Oil (RSPO) certified</li> <li>• Sustainable Forestry Initiative (SFI) certified</li> <li>• USDA Certified Biobased Product</li> <li>• USDA Organic</li> </ul> <p>We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications.</p> <p><b>PACKAGING OPTIMIZATION</b></p> <p>To help reduce waste at participating entities' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive intact.</p> <ul style="list-style-type: none"> <li>• SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees.</li> <li>• Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste.</li> <li>• Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems.</li> </ul> <p>Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers.</p> <p><b>PACKAGE PROTECTION</b></p> <p>Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows:</p> <ul style="list-style-type: none"> <li>• Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required</li> <li>• Can be re-used</li> <li>• Can be deflated prior to disposal, reducing original volume by over 90%</li> <li>• Can be recycled when given to the delivery driver or sent back when making a return</li> <li>• May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic</li> <li>• Provide high BTU energy contents in municipal incineration</li> </ul>
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66	Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.	<p>Staples offers Sourcewell participating entities a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or a participating entity may speak with their Account Manager for more details on our programs.</p> <ul style="list-style-type: none"> <li>• Ink &amp; Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with their delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com.</li> <li>• Technology – We offer low-cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. Sourcewell participating entities can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices.</li> <li>• Lamps, Ballasts &amp; Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with their goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling.</li> <li>• Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.</li> </ul>
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<p>67</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries.</p> <p>Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service.</p> <p><b>DESKTOP &amp; PREMIUM DELIVERY OPTIONS</b></p> <p>As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.</p> <p>Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include:</p> <ul style="list-style-type: none"> <li>• Desktop delivery (desk to desk)</li> <li>• Specific delivery windows (before noon, after 10:00 a.m., etc.)</li> <li>• Inside delivery (specific floor)</li> <li>• Mailroom delivery (by floor)</li> <li>• Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves)</li> <li>• Loading boxes through an X-ray machine prior to making delivery</li> </ul> <p>Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations.</p> <p><b>SAME-DAY DELIVERIES</b></p> <p>Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests.</p> <p>There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day:</p> <ul style="list-style-type: none"> <li>• Furniture</li> <li>• HAZMAT items (this includes items that contain Lithium batteries)</li> <li>• Liquid</li> <li>• Food and beverage items</li> <li>• Custom items</li> <li>• Drop ship or special-order items</li> <li>• Orders containing more than six SKUs</li> </ul> <p><b>BUY ONLINE, PICK UP IN STORE</b></p> <p>Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.</p> <p><b>PRINT TO STORE</b></p> <p>Participating entities can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black &amp; white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for Sourcewell participating entities' printing needs. Print to Store bills directly to their Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for their remote and traveling employees.</p> <p>Participating entities can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location.</p> <p><b>STAPLES PROMOTIONAL PRODUCTS</b></p> <p>Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. We are currently seeking certification for zero waste to landfill status.</p>
<p>68</p>	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Staples will create internal metrics to measure growth and success of the contract which include reporting and analysis of the increased number of participating entities utilizing the contract, category sales for participating entities, sales and number of orders by participating entity, and year over year sales growth for the contract. Additionally, success metrics can be mutually established and measured in scheduled quarterly strategy meetings between Staples and Sourcewell.</p> <p>Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to elevating our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.</p>

69	<p>If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk.</p> <p><b>ANNUAL VENDOR REVIEWS</b>                  We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality.</p> <p><b>PAPER &amp; WOOD-BASED PRODUCT SOURCING POLICY</b>                  We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others.</p> <p>Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas:</p> <ul style="list-style-type: none"> <li>• Protecting forest resources and communities by seeking to source certified products</li> <li>• Reducing demand for virgin wood fiber</li> <li>• Sourcing from suppliers committed to environmental excellence</li> <li>• Promoting responsibly sourced paper and wood products to our customers</li> </ul> <p><b>PROGRAMS &amp; PARTNERSHIPS</b>                  We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue.</p> <p><b>PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE</b>                  Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes:</p> <ul style="list-style-type: none"> <li>• Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications.</li> <li>• Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products.</li> <li>• Rigorous Testing &amp; Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses.</li> <li>• Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications.</li> </ul> <p><b>MONITORING PRODUCT QUALITY</b>                  On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods:</p> <ul style="list-style-type: none"> <li>• Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service.</li> <li>• We arrange driver pickup for all product returns at no cost to participating entities.</li> </ul> <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.
73	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales. Net Sales: The gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel. Market Priced Items: Cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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<p>74</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>From business essentials to facility supplies, custom print to furniture, Staples offers an unmatched selection of products and services, saving Sourcewell participating entities the time and expense of dealing with multiple vendors. With free next-day delivery available for hundreds of thousands of products on our e-commerce site, Staples is ready to help Sourcewell participating entities get more done every day.</p> <p>Our industry-leading breadth and depth of solutions includes:</p> <p><b>INNOVATIVE PRODUCT SOLUTIONS</b></p> <p>With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture:</p> <ul style="list-style-type: none"> <li>• Tru Red – Thoughtfully designed business essentials to help Sourcewell participating entities work, create and innovate better. Quality tested and engineered to last.</li> <li>• Staples Tech – Tech products to keep teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• Pick Me Up Provisions – An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit Sourcewell participating entities' needs.</li> <li>• Union &amp; Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul> <p>We've simplified our product assortment to focus on the right choices for business versus every product out there. So, it will be easier to get exactly what Sourcewell participating entities need.</p> <ul style="list-style-type: none"> <li>• Business Essentials: Staples will fulfill the essentials for teams to be more productive, organized and inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products.</li> <li>• Facility Solutions: As one of the largest providers of cleaning and janitorial supplies in the country, we offer over 5,000 in-stock professional-grade products from top brands including Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid and our top-selling brand, Coastwide Professional. Plus, our team of GBAC-certified facility experts, and are skilled at identifying cost and labor-saving opportunities through no-charge site assessment. We also offer dispenser installation and removal of old units.</li> <li>• Furniture Solutions: As the best provider of office seating and furniture solutions, offering a diverse selection of commercial-grade seating, desks, tables, and storage solutions sourced from over 100 reputable manufacturers, including Allsteel, HON, Global, and National.</li> <li>• Print &amp; Marketing Services: Customize everything from business cards to trade show banners, all in one place. Easily manage and streamline their assets across multiple locations with our seamless online experience or utilize our experts to get the job done. We help Sourcewell participating entities handle it all, from design to delivery, quality guaranteed. No matter the industry, scale, or complexity of their printing requirements, Staples Business Advantage combines high quality and expertise with speed, excellence, and minimal hassle. Plus, free delivery and no minimum required.</li> <li>• Technology Solutions: Staples is a one-stop shop for all their tech needs, we stock top-of-the-line products and accessories including computers, keyboards, mice, headsets, monitors, chargers and more. Get it fast with next day delivery available to 98% of the US. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide.</li> <li>• Breakroom Solutions: Staples offers over 2,000 breakroom products. Everything from coffee and coffee programs, water and snacks to cups, bowls, cutlery, and appliances. We also offer the best water filtration units in the industry-plus fast delivery, free installation, ongoing maintenance, filter changes, and repairs from our vetted experts.</li> <li>• Mailroom &amp; Shipping Supplies: Sourcewell participating entities can depend on Staples to have a huge selection of the best brands in business, mailroom and shipping supplies. We can help them get the job done right — every time.</li> <li>• Promotional Products: With more than 700,000 products plus well-cultivated relationships with a global supply network, Staples will help Sourcewell participating entities create unique branded solutions.</li> </ul>
<p>75</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell participating entities to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, furniture, print, promotional products, technology and more.</p> <p>Some of our subcategories include:</p> <p><b>OFFICE SUPPLIES</b></p> <ul style="list-style-type: none"> <li>• Writing Supplies</li> <li>• Folders &amp; Filing</li> <li>• Business Essentials</li> <li>• Calendars &amp; Planners</li> <li>• Ink &amp; Toner</li> <li>• Notebooks &amp; Notepads</li> <li>• Office Basics</li> <li>• Binders &amp; Accessories</li> <li>• Desk Organizers &amp; Accessories</li> <li>• Storage &amp; Organization</li> <li>• Stamps &amp; Pads</li> <li>• Bags &amp; Backpacks</li> </ul> <p><b>PAPER</b></p> <ul style="list-style-type: none"> <li>• Copy Paper</li> <li>• Stationery &amp; Invitations</li> <li>• Journals &amp; Diaries</li> <li>• Loose Leaf &amp; Graph Paper</li> <li>• Envelopes</li> <li>• Resume &amp; Fine Business Papers</li> <li>• Post-it® &amp; Sticky Notes</li> <li>• Index Cards</li> <li>• POS Paper Rolls for Printing Receipts</li> <li>• Business &amp; Loyalty Cards</li> <li>• Calendars &amp; Planners</li> <li>• Forms</li> </ul> <p><b>FACILITY MAINTENANCE</b></p> <ul style="list-style-type: none"> <li>• Paper Towels</li> <li>• Toilet Paper</li> </ul>

- Can Liners
- Dilution Control Chemicals
- Safety Supplies
- Air Fresheners & Deodorizers
- Floor Care
- Waste Receptacles
- Cleaning Chemicals & Wipes
- Dispensers & Restroom Equipment
- Hand Soaps & Sanitizers
- Cleaning Tools
- BREAKROOM**
- Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters
- Snacks & Food
- Water & Beverages
- Plates, Cups, Napkins & Cutlery
- Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers
- Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables
- PRINT & MARKETING**
- Document Printing
- Marketing Materials
- Signs, Banners & Posters
- Business Cards
- Labels & Stickers
- Stamps & Embossers
- Stationery
- Cards & Invitations
- Forms
- PROMOTIONAL PRODUCTS**
- Men's and Women's Apparel
- Unisex Apparel
- Youth Apparel
- Apparel Accessories
- Headwear
- Bags and Coolers
- Travel
- Drinkware
- Home Goods
- Tech
- Food and Drink
- Health and Wellness
- Events and Tradeshows
- Awards and Recognition
- Office Essentials
- Pens & Writing Instruments
- Outdoor and Leisure
- Auto and Tools
- Toys and Games
- Pet Products
- Gifts
- TECHNOLOGY PRODUCTS**
- Audio, Headsets & Microphones & Speakers
- AV Furniture, Power Devices, Batteries & Carts
- Bar Code Scanners
- Consumer Electronics Accessories
- Desktops
- Displays, Monitors & Large Format Displays
- Input Devices
- Memory
- Networking, Network Devices & Accessories
- Notebooks
- Output Devices
- Point of Sale Equipment
- Printer Consumables
- Printers & Scanners
- Single/Multifunction & Office Machines
- Projectors
- Servers
- Software & Licensing
- Storage Devices
- Tablets & eBook Readers
- Tech Services, Configuration, Tech Recycling, Chrome Services
- Telephones Video & Audio Conferencing
- Televisions & Flat Panels
- UPS & Power Devices
- Video Game Consoles & Accessories
- Warranties
- Workstations

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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76	Display item description, catalog price, contract price, and photo (if applicable)	<input checked="" type="radio"/> Yes <input type="radio"/> No	StaplesAdvantage.com displays item description, photos and the participating entities' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.
77	Enhanced catalog content (stock, availability, ship/delivery date, product reviews, filters, comparables, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Users on StaplesAdvantage.com can confirm that an item will be delivered the next business day by checking the delivery icons on search results and product pages, as well as in the cart. These clear indicators for every item provide the expected delivery date information so that users can confirm if an urgent item will get there on time and can plan for the arrival of a large order or item. Our e-commerce site allows Sourcewell participating entities to search by keyword or item number for a summary of categories and top-ranking items that match their criteria. They can narrow results by category, brand or their recently purchased items. Advanced search with auto-suggest terms allows end users to find what they want fast and the ability to add to their cart from search to save time. StaplesAdvantage.com provides product reviews on the product page to give our customers an opportunity to rate, comment and share images on products they have purchased. Other consumers can read these when making a purchase decision. Staples customers can compare various product features based on customer reviews before they narrow down their choice to the most favorable one. In addition, users can also compare similar products, by selecting two or more items to compare and clicking the compare button.
78	Order tracking and order history	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sourcewell participating entities can view details on all orders placed in the past 90 days, track their orders and view proof of delivery. Our package tracking is updated based on carrier event scans, and we identify which items are in each box in a shipment, so their employees know exactly what products are coming and when. Recent orders in progress will display on your home page or click on Orders to view, search, track, reorder and return from your Order History. "Your Orders" allow users to view full tracking history, see the number of items and boxes for delivery, reorder or even make a return.
79	Customized agency portal or punchout	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sourcewell participating entities can customize their platform with special instructions and messages to keep users in program compliance.
80	Agency preferred products listing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain a participating entity's own message. For example, individual participating entities can opt for it to display (Entity) "Contract Item" instead of "On Contract." This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Participating entities can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.
81	Agency blocked item removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Upon mutual agreement between the participating entity and Staples.
82	Multiple ship-to locations	<input checked="" type="radio"/> Yes <input type="radio"/> No	User and Location Management allows participating entities to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.
83	Display of eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.

84	Search by eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
85	Tiered approvals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Participating entities can establish spending limits and approval routing to track account expenditures by user and department.
86	Help function	<input checked="" type="radio"/> Yes <input type="radio"/> No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
87	Live chat	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
88	Integration with agency eProcurement/ERP platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples has experience integrating with over 150 third-party purchasing platforms.
89	AI-driven recommendations for product substitutions, savings opportunities, and frequently ordered items	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples uses algorithms based on purchase behavior which are not currently AI-driven.</p> <p>Product Substitutions: In our efforts to continually improve service and reduce costs, the Staples Account Managers will work with Sourcwell participating entities to identify items that are crucial to their organization for which they might want to designate an appropriate back-up item. Approving alternate products available on high-use and/or critical items ensures that we're able to meet Sourcwell participating entities' business needs for specific products in a timely fashion.</p> <p>Savings Opportunities: If a quality, lower-cost alternative is available, it will display on the ordering page. Sourcwell participating entities will have the option to purchase the alternative item or continue with their initial selection.</p> <p>Search Features: You can utilize the Search box at the top of most StaplesAdvantage.com pages to search for products by keywords or part numbers. Search results can be filtered by category, product type (i.e. recycled products, Minority or Women-Owned Enterprise products), product attributes (i.e. size, color as well as others which vary by type of product), brand or products previously ordered.</p> <p>Shopping Lists: Sourcwell participating entities can create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. They can easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.</p>

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 90. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
All	Please see attached redline.	Per Addendum 3 dated June 6, 2024, Staples has provided our redline to the sample Sourcwell Contract Template in the Additional Documents section of the Sourcwell Procurement Portal.

**Documents**

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

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 3 Office Supply RFP 070924</b> Thu June 6 2024 03:25 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Office_Supply_RFP_070924</b> Mon May 20 2024 06:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1 Office Supply RFP 070924</b> Thu May 16 2024 02:19 PM	<input checked="" type="checkbox"/>	1

**Agenda Item Title:** Addendum to the Memorandum of Understanding between MCS and MPD

**Board Meeting Date:** April 29, 2025

**Department:** Operations – Safety

**Presented by:** Trey Duke

**Board Agenda Category:**

Consent Agenda

Action Item

Reports and Information

**Requires City Council Approval:** Yes  No

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### Summary

This proposed Addendum to the existing MOU between MCS and MPD is submitted for Board approval. This Addendum formalizes operational procedures that support school safety efforts through two primary provisions. First, it authorizes the installation and use of secure, tamper-resistant safes within school buildings where SROs are assigned. These safes will be used for the storage of law enforcement weapons and safety equipment, with placement and access protocols subject to administrative oversight. Second, the Addendum outlines the terms under which MPD personnel—including the Real-Time Crime Center (RTCC)—may access MCS surveillance camera systems.

### Staff Recommendation

Approve Addendum to the Memorandum of Understanding between MCS and MPD

### Fiscal Impact

There is no fiscal impact to the district associated with this Addendum. MPD purchased the safes and MCS will help coordinate installation.

### Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**ADDENDUM TO THE  
MEMORANDUM OF UNDERSTANDING (MOU)  
FOR THE  
SCHOOL RESOURCE OFFICER PROGRAM  
BETWEEN  
THE MURFREESBORO CITY SCHOOL BOARD  
AND  
THE CITY OF MURFREESBORO**

This Addendum (“Addendum”) to the Memorandum of Understanding (“MOU”), executed on \_\_\_\_\_, 2025, is made and entered into between the City of Murfreesboro (“City”), on behalf of the Murfreesboro Police Department (“MPD”) and Murfreesboro City School Board (“MCS”) for the purpose of modifying the FY2025 Memorandum of Understanding between the City and MCS to:

- A. Outline the terms and conditions under which the Real-Time Crime Center (“RTCC”) of the MPD may access the video surveillance systems of MCS during emergency situations that occur on, in, or near school properties;
- B. Outline the terms and conditions under which School Resource Officers (“SROs”) may access video surveillance in response to safety concerns on MCS campuses; and
- C. Establish protocols regarding the installation, use and maintenance of safes on school property for the secure storage of weapons and safety equipment by SROs.

**I. RTCC Access to Surveillance Systems**

- A. MCS maintains and operates a comprehensive video surveillance infrastructure consisting of fixed-position security cameras installed on school campuses and administrative facilities. Each camera within the MCS surveillance system is assigned a unique identifier that is integrated into the video management system and visible to authorized users accessing the system’s interface.
- B. The RTCC is a division of the MPD responsible for monitoring and analyzing real-time data during critical incidents. The RTCC will be given limited access to the MCS video surveillance infrastructure, subject to the terms of this MOU Addendum. The RTCC agrees to maintain strict confidentiality regarding all footage, information, and data accessed through the MCS surveillance systems.
- C. The RTCC shall be granted access to the MCS video surveillance systems which may be accessed only during emergency situations that occur on, in, or near MCS campuses. The RTCC shall be provided with a complete list of unique identifiers assigned to each MCS surveillance camera.

- a. Emergency situations include, but are not limited to, incidents involving active threats, active shooters, bomb threats, hostage situations, natural disasters, large-scale disturbances, or any other urgent events requiring immediate law enforcement response on, in, or near MCS school campuses or district property.
  - b. Access and observation may only be utilized for the duration of the emergency situation and use will be terminated once the situation is resolved or no longer presents a threat.
  - c. Access shall only be made to specific camera feeds that are necessary for the law enforcement response and situational awareness.
  - d. RTCC personnel may be granted limited access to the MCS camera system for training purposes, provided such access is approved in advance by the Assistant Superintendent of Operations. All training access must be scheduled with appropriate advance notice and conducted in a manner that does not disrupt normal school operations.
- D. RTCC is prohibited from using the MCS surveillance systems for routine or ongoing surveillance of MCS campuses, staff, students, or any individuals. The use of camera feeds is restricted to emergency situations only and may not be used for general monitoring or investigations unrelated to active threats or emergencies.
- E. Oversight and Supervision. Access to the surveillance systems by RTCC personnel will be reviewed by a designated supervisor within the Murfreesboro Police Department to ensure compliance with this Addendum.
- a. A supervisor will monitor and ensure that all use of the surveillance systems is appropriate and in compliance with the terms set forth in this Addendum.
  - b. Only authorized RTCC personnel, who have undergone specialized training in the use of the MCS surveillance systems and adherence to privacy and security protocols, will be granted access. Access credentials will be strictly controlled, and access will be limited to designated personnel within the RTCC during an emergency.
  - c. The MCS Assistant Superintendent of Operations and MCS Security Coordinator shall be notified when RTCC gains access to MCS surveillance systems, and RTCC's use of the systems will be documented pursuant to the MOU Addendum.
- F. Reporting and Documentation. After each use of the MCS surveillance systems by the RTCC, a report must be submitted by the RTCC supervisor to both the MPD and MCS within forty-eight (48) hours of the event. The report should include:
- a. Date, time, and duration of access;

- b. Specific cameras accessed by unique identifier;
  - c. Description of the emergency situation requiring the use of the surveillance systems; and
  - d. Actions taken during the emergency and outcomes.
- G. Monthly Usage Summary. The RTCC will provide a monthly usage summary to the Chief of Police or his designee, outlining any emergency situation in which the MCS surveillance system was accessed. This summary will include a brief description of the event, the identifier of the cameras accessed, and the duration of use.

## **II. SRO Access to Surveillance Systems**

- A. Surveillance system access by SROs shall be used solely for school safety-related monitoring, such as responding to a reported disturbance, monitoring school campus ingress/egress, or supervising known areas of concern. Surveillance of individuals without cause, general monitoring without incident, or any access inconsistent with school safety needs is strictly prohibited.
- B. SROs are prohibited from providing surveillance footage to external third parties. No surveillance footage will be provided to local law enforcement or to any court without a subpoena served upon the MCS Records Custodian.
- C. Any requests to view school security video footage, or to obtain a copy of the same, shall be made in writing and approved by the MCS Records Custodian.
- D. SROs shall receive training in appropriate use of surveillance systems and data privacy requirements. Any misuse of the system may result in revocation of access.

## **III. Safe Storage of Weapons and Equipment**

- A. At school properties where an SRO is assigned, the MPD may install lockable storage units (“Safes”) designed specifically for the secure storage of weapons and safety equipment that meets or exceeds industry standards for security and tamper-resistance. MPD shall be responsible for the procurement, installation, and ongoing maintenance of the Safes.
- B. Safes shall be located in secure, non-public locations within the school buildings. The specific placement of each Safe shall be subject to the approval of the school principal and Assistant Superintendent of Operations.
- C. Access to the safe shall be limited to authorized MPD employees. Safe access codes, keys, or other unlocking mechanisms shall be controlled exclusively by MPD. MCS personnel shall not have access to the contents of any Safe.

- D. MPD shall ensure that all MPD employees with access to the Safes are trained in the Safe's operation, including protocols for emergency access and procedures for securely relocking the Safe following use.
- E. MPD assumes full responsibility for ensuring that Safes remain in proper working condition. Inspection and maintenance records shall be maintained by MPD and made available to MCS upon request.

**IV. Term and Termination**

- A. This Addendum shall remain in effect for the duration of the original MOU.
- B. In the event of termination, RTCC shall immediately cease accessing the MCS surveillance system.

**CITY OF MURFREESBORO on behalf of the  
MURFREESBORO POLICE DEPARTMENT**

\_\_\_\_\_  
Darren Gore, City Manager

\_\_\_\_\_  
Michael Bowen, Chief of Police

**MURFREESBORO CITY SCHOOL BOARD**

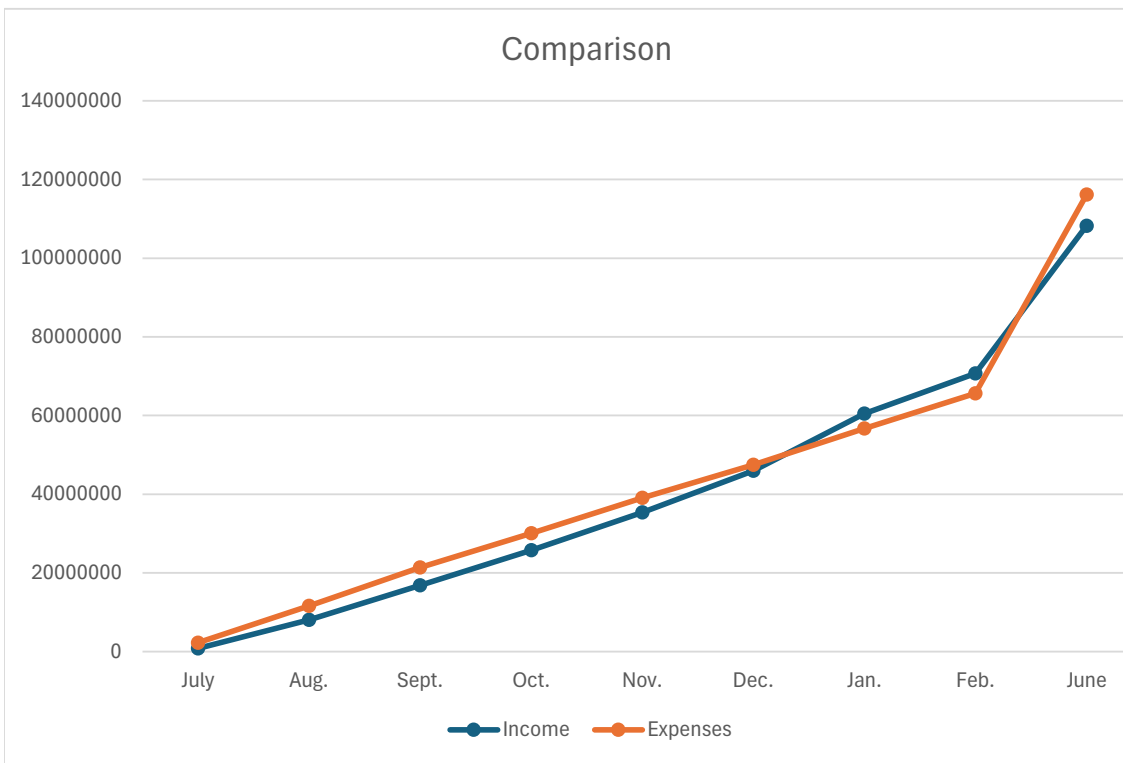
\_\_\_\_\_  
Trey Duke, Director of Schools

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam F. Tucker, City Attorney

**COMPARISON OF BUDGET TOTALS**  
**July 1, 2024 Through February 28, 2025**

<b>TOTAL INCOME</b>	<b>7/1/24 - 2/28/25</b>	<b>\$</b>	<b>70,689,052</b>
<b>TOTAL EXPENSES</b>	<b>7/1/24 - 2/28/25</b>		<b>65,626,446</b>
			<hr/>
	<b>NET INCOME 2/28/25</b>	<b>\$</b>	<b>5,062,606</b>
			<hr/> <hr/>



**YEAR-TO-DATE REVENUE COMPARISON**

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	7,955,901	(7,044,099)	53.0%	15,000,000	7,976,285	(7,023,715)	53.2%
2	40210-Local Option Sales Tax	14,300,000	8,995,840	(5,304,160)	62.9%	16,700,000	9,358,284	(7,341,716)	56.0%
3	40000-41110-Other County Rev	1,761,800	888,784	(873,016)	50.4%	1,972,000	774,618	(1,197,382)	39.3%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	735,556	(440,370)	62.6%	869,936	1,156,703	286,767	133.0%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 32,237,726	\$ 18,576,080	\$ (13,661,646)		\$ 34,541,936	\$ 19,265,890	\$ (15,276,046)	
5	46310-Project Diabetes Grant	93,900	120	(93,780)	0.1%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	42,336,153	(17,655,884)	70.6%	63,477,651	45,054,360	(18,423,292)	71.0%
7	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	600,711	(726,184)	45.3%	1,500,605	710,990	(789,615)	47.4%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46596-Paid Parental Leave	-	-	-	N/A	-	79,339	79,339	N/A
10	46610-Career Ladder Program	57,146	36,640	(20,506)	64.1%	51,000	28,972	(22,028)	56.8%
11	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46800-46990-Safe Schools and Public School Security Grant	768,542	242,130	(526,412)	31.5%	150,000	-	(150,000)	0.0%
	<i>SUBTOTAL STATE REVENUES</i>	\$ 64,090,429	\$ 43,215,754	\$ (20,874,675)		\$ 65,305,956	\$ 45,873,660	\$ (19,432,296)	
14	47000- Federal Funds	274,582	-	(274,582)	0.0%	145,766	136,766	(9,000)	93.8%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 274,582	\$ -	\$ (274,582)		\$ 145,766	\$ 136,766	\$ (9,000)	
15	49100-49800 Insurance Recovery/Indirect Costs	460,000	25,224	(434,776)	5.5%	195,000	-	(195,000)	0.0%
16	49810-City of Murfreesboro Allocation	7,885,103	5,256,735	(2,628,368)	66.7%	7,885,103	5,256,735	(2,628,368)	66.7%
17	49820-City TN All Corp Grant	165,435	165,435	(0)	100.0%	156,000	156,000	-	100.0%
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,510,538	\$ 5,447,394	\$ (3,063,144)		\$ 8,236,103	\$ 5,412,735	\$ (2,823,368)	
	<b>TOTAL REVENUES</b>	<b>\$ 105,113,275</b>	<b>\$ 67,239,229</b>	<b>\$ (37,874,046)</b>	<b>64.0%</b>	<b>\$ 108,229,761</b>	<b>\$ 70,689,052</b>	<b>\$ (37,540,709)</b>	<b>65.3%</b>

YEAR-TO-DATE EXPENDITURE COMPARISON

FEBRUARY 2025

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	32,062,814	(25,186,221)	56.0%	59,643,455	\$ 34,339,403	(25,304,052)	57.6%
2	71200-Sp. Ed. Instruction	12,674,470	7,056,115	(5,618,355)	55.7%	13,539,841	7,724,143	(5,815,698)	57.0%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	100,961	(60,004)	62.7%	180,600	115,009	(65,592)	63.7%
5	72120-Health Services	1,098,216	516,168	(582,048)	47.0%	1,214,210	717,827	(496,383)	59.1%
6	72130-Guidance	3,623,785	2,106,866	(1,516,919)	58.1%	4,188,625	2,398,335	(1,790,290)	57.3%
7	72210-Reg. Instr. Support	2,548,064	1,485,831	(1,062,233)	58.3%	2,699,349	1,667,308	(1,032,041)	61.8%
8	72220-Sp. Ed. Support	1,999,863	1,056,100	(943,763)	52.8%	2,087,055	1,280,877	(806,178)	61.4%
9	72250-Technology	2,674,265	1,641,524	(1,032,741)	61.4%	2,738,190	1,804,433	(933,757)	65.9%
10	72310-Bd. Of Education	1,966,681	1,245,063	(721,618)	63.3%	2,086,320	1,381,400	(704,920)	66.2%
11	72320-Office of Supt.	440,109	255,838	(184,271)	58.1%	471,438	285,717	(185,721)	60.6%
12	72410-Office of Principal	5,703,089	3,457,008	(2,246,081)	60.6%	6,020,570	3,730,944	(2,289,626)	62.0%
13	72510-Fiscal Services	886,045	580,804	(305,241)	65.6%	861,755	595,010	(266,745)	69.0%
14	72520-Personnel Services	594,415	383,687	(210,728)	64.5%	596,835	396,686	(200,149)	66.5%
15	72610-Oper. Of Plant	6,402,482	3,461,986	(2,940,496)	54.1%	6,327,847	3,575,723	(2,752,124)	56.5%
16	72620-Maint. Of Plant	4,608,543	1,940,323	(2,668,220)	42.1%	3,259,108	1,788,096	(1,471,012)	54.9%
17	72710-Pupil Transp.	4,544,354	2,345,586	(2,198,768)	51.6%	5,113,613	2,756,935	(2,356,678)	53.9%
18	73300-Community Service	522,655	317,117	(205,538)	60.7%	507,561	282,608	(224,953)	55.7%
19	73400-Early Childhood Educ.	1,108,368	605,973	(502,395)	54.7%	1,142,547	629,330	(513,217)	55.1%
20	76100-Reg. Cap. Outlay	171,872	138,114	(33,758)	80.4%	3,243,219	32,255	(3,210,964)	1.0%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	124,408	(93,202)	57.2%	217,601	124,408	(93,193)	57.2%
	<b>TOTALS</b>	<b>109,194,886</b>	<b>60,882,286</b>	<b>\$ (48,312,600)</b>	<b>55.8%</b>	<b>116,139,739</b>	<b>65,626,446</b>	<b>\$ (50,513,293)</b>	<b>56.5%</b>

## Human Resources Personnel Report 03/18/2025 - 04/21/2025

### **Certified Hires**

none to report

### **Certified Interims**

<u>Last Name</u>	<u>First Name</u>	<u>Interim Dates</u>	<u>Location</u>	<u>Position</u>	<u>Replacing/For</u>
Matherly	Carrie	3/24 - 5/29	OCE	Interim 2nd Grade	Abudaif
Miller	Amy	4/9 - 5/5	SA	Interim SPED Teacher	Hamilton
Hinds	Judi	3/20 - 5/29	OCE	Interim 3rd Grade	Sharp
Ferrell	Gwendolyn	3/24 - 5/29	BF	Interim 1st Grade	Battle
Johnson	Diane	3/27 - 5/29	MNS	Interim 3rd Grade	Strange

### **Classified New Hires**

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>	<u>Notes</u>
Bibbin	Annie	3/24/2025	BF	SPED EA	SUB TO EA
King	Charles	4/7/2025	SHOP	Bus Driver	
Courteaux	Nevaeh	4/7/2025	MNS	SPED EA	
Simmons	Shakita	4/7/2025	NF	SPED EA	
Hall	Rebecca	4/7/2025	SHOP	Bus Assistant	
Johnson	David	4/7/2025	CO	Computer Technician	
Rich	Ashley	4/7/2025	CO	Nutrition Bookkeeper/ Gen Acct.	
Bailey	Carl	4/21/2025	SHOP	Bus Assistant	
Donaldson	Brittany	4/21/2025	BR	School Nurse	

### **Certified Resignations/Retirements/Terminations/ Etc.**

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>	<u>Tenure Y/N</u>
Abudaif	Marina	3/28/2025	OCE	2nd Grade Teacher	N
Saxon	Kimberly	4/11/2025	RR	Music Teacher	N
Allen	Charlee	4/18/2025	SC	ESL Teacher	N

### **Classified Resignations/Retirements/Terminations/Etc.**

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>
Arnold	Christy	3/21/2025	BR	School Nurse
Simmons	Travis	3/28/2025	CO	Network Engineer
McElhaney	Jed	4/8/2025	RR	Office EA
Brown	Johnny	4/9/2025	SHOP	Bus Driver

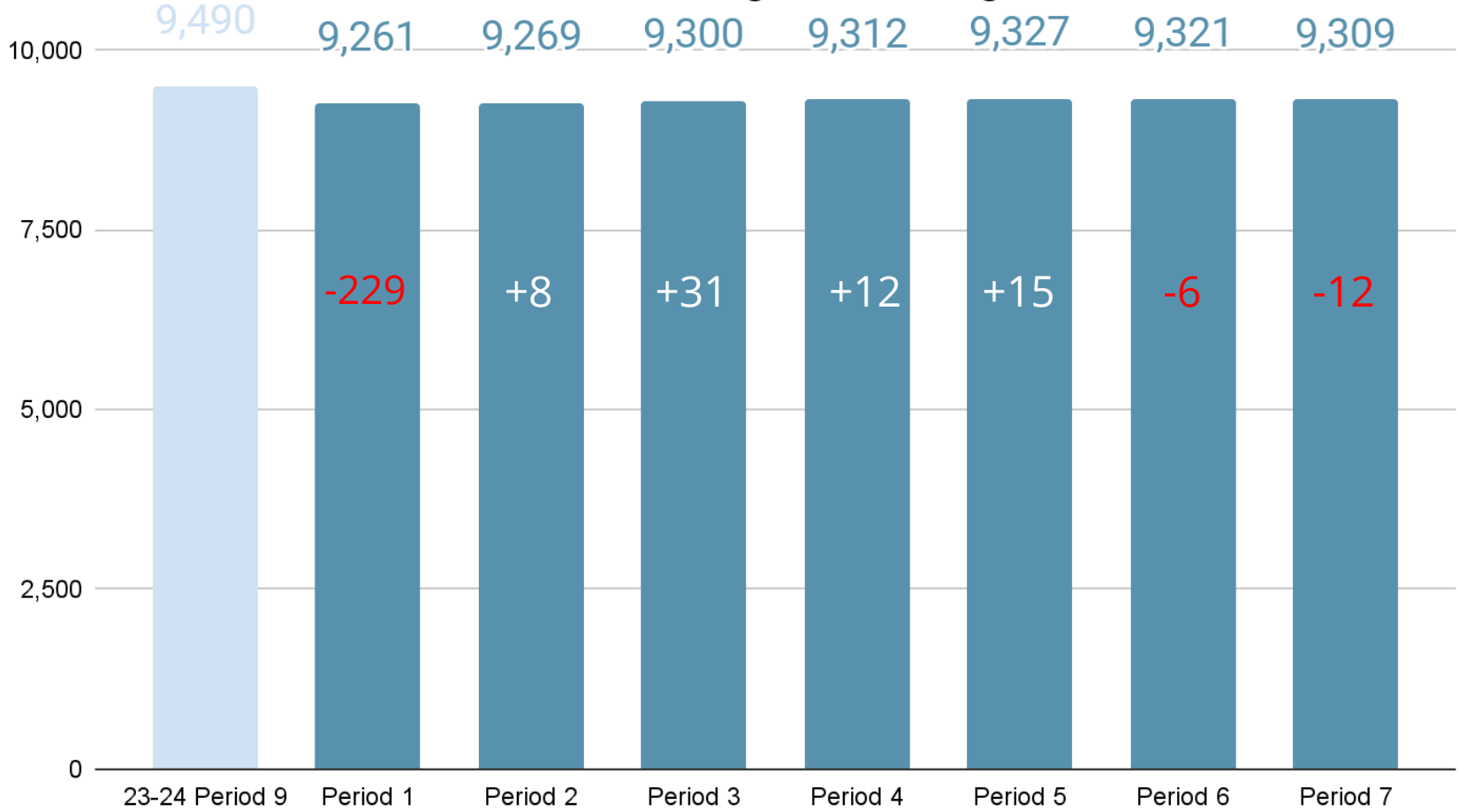
# Period 7

# Enrollment Update

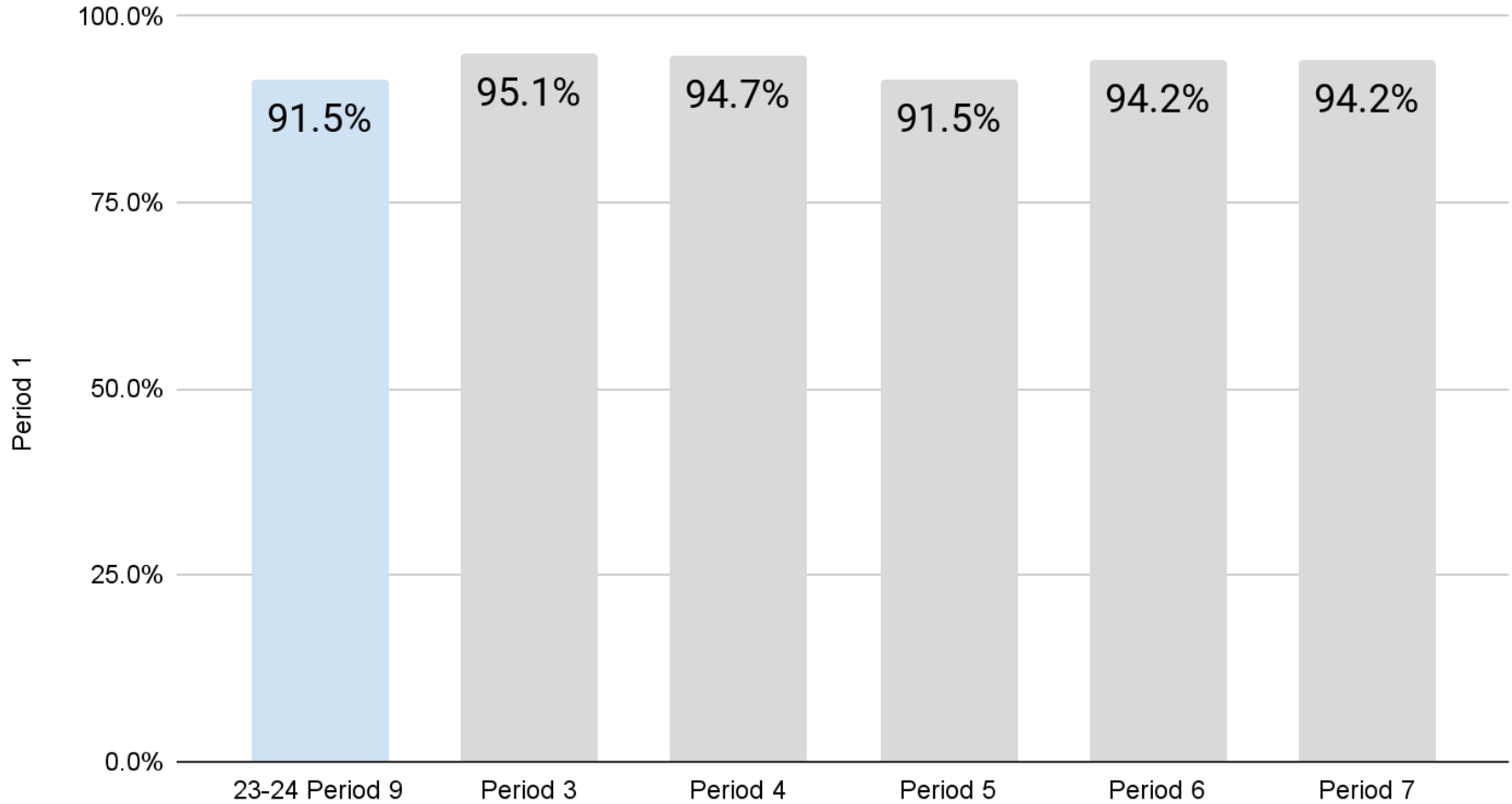
March 6 - April 11, 2025



# Enrollment for Pre-Kindergarten Through Grade 6

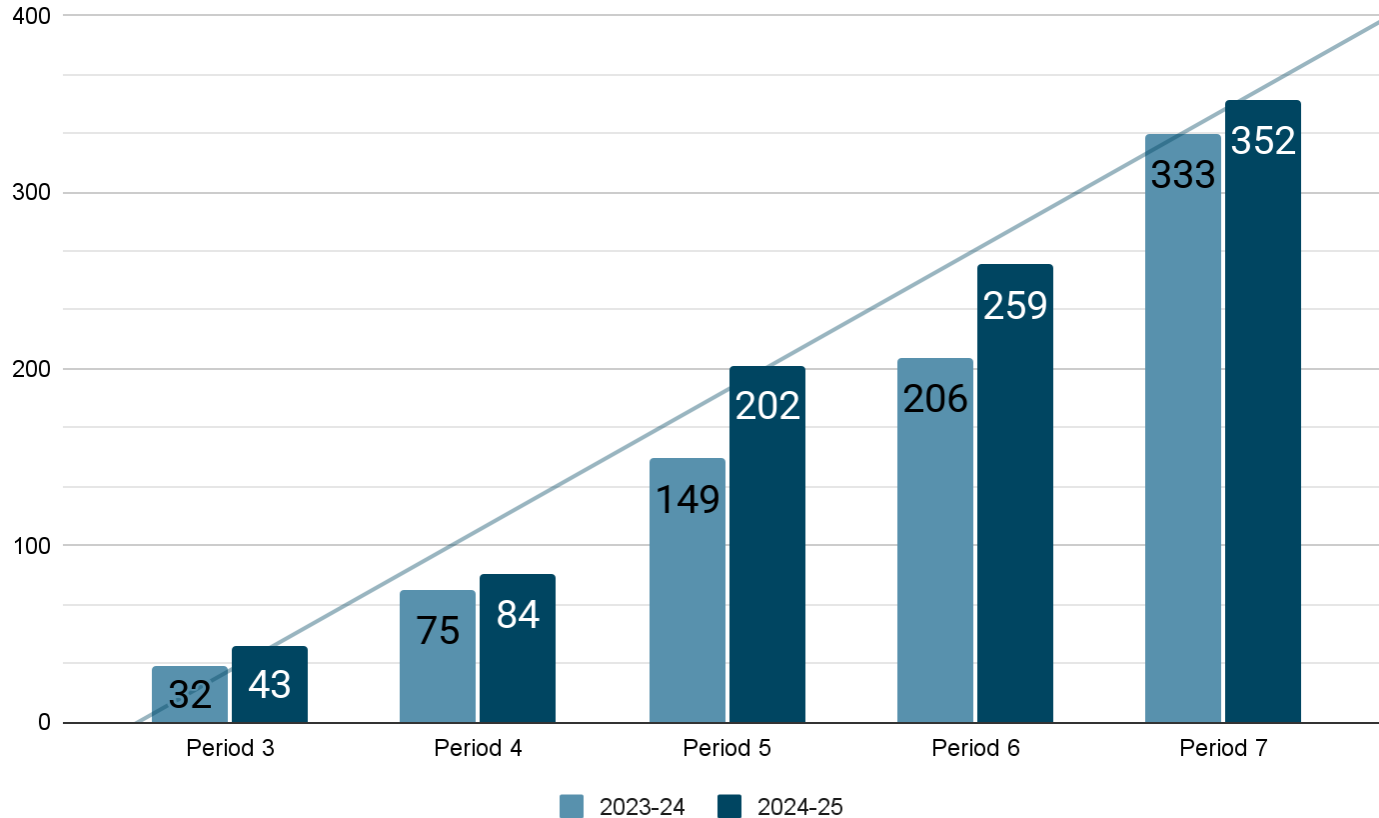


# Average Daily Attendance Rate



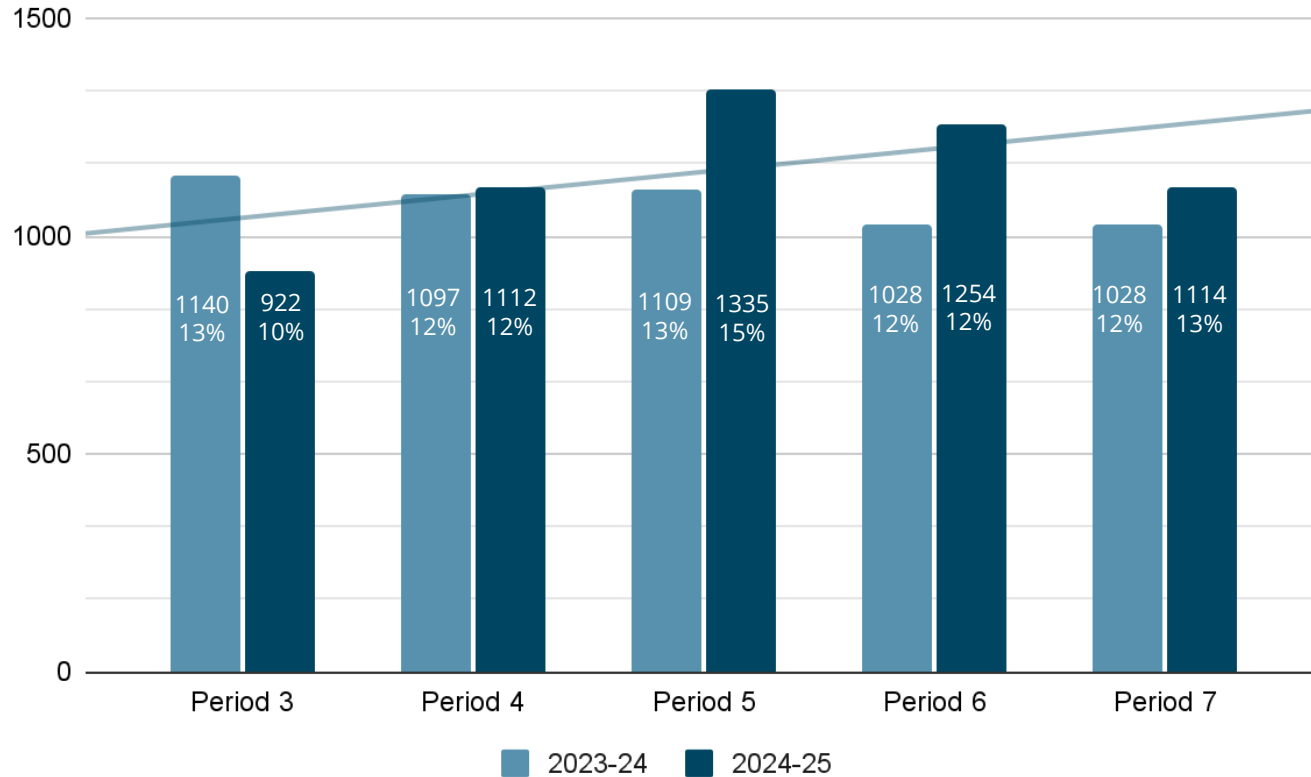
# Truancy

## *10+ Days Unexcused Absences*



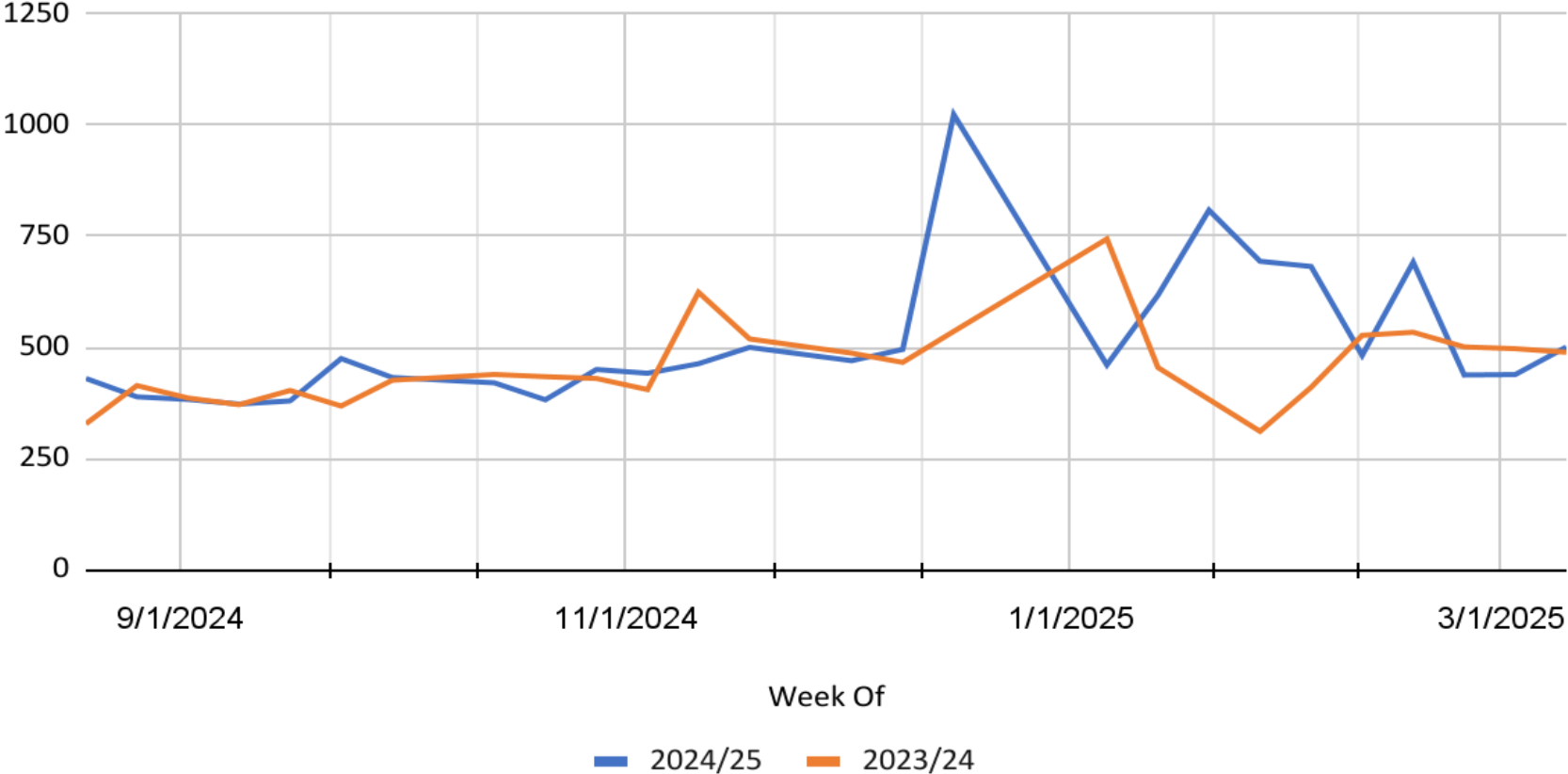
# Chronic Absenteeism

*Missing 10% or more (Excused and Unexcused)*



Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from Previous Period
Kindergarten through 3rd Grade	5,585	300	18.66	+0.04
4th Grade through 6th Grade	3,074	163	18.85	+0.01
District Totals	8,659	463	18.73	+0.03

# Two-Year Comparison: Average Daily Absences



# Questions

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## Enrollment Period 7 -03/07/2025 - 04/11/2025

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 6
Black Fox	816	40			28			884	0
Bradley	346							346	1
Cason Lane	668	80	42	21	33			844	(4)
Discovery	387							387	(2)
Erma Siegel	793		18	12	23		3	849	(7)
Hobgood	645				11			656	2
John Pittard	727	40	15	12	20			814	(6)
Mitchell-Neilson	531	40	16	10		27		624	(5)
Northfield	610	40	8	6	26			690	4
Overall Creek	943				16			959	(1)
Reeves-Rogers	340				14			354	(1)
Salem	937				19			956	6
Scales	916				30			946	1
								<b>9309</b>	<b>(12)</b>

Total Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9490
Growth from 23-24 to 24-25 ---	-181

TISA Funded Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9064
Growth from 23-24 to 24-25 ---	-155

TISA Funded Growth by Reporting Period	
Period 7 2023-2024 -----	9070
Growth from 23-24 to 24-25 ---	-161

Average Attendance Percentage	
	94.2%

Totals	8659	240	99	61	220	27	3	9309
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8659				220	27	3	8909
Non-TISA Funded		240	99	61				400

**PTR Period 7 -03/07/2025 - 04/11/2025**

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6	Gain/Loss from Per 6
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio		
Black Fox	137	7	19.57	120	6	20.00	118	6	19.67	143	8	17.88	518	27	19.19	107	6	17.83	106	5	21.20	85	4	21.25	298	15	19.87	816	0
Bradley	52	3	17.33	49	3	16.33	56	3	18.67	49	3	16.33	206	12	17.17	43	3	14.33	58	3	19.33	39	2	19.50	140	8	17.50	346	1
Cason Lane	99	6	16.50	109	6	18.17	124	7	17.71	115	6	19.17	447	25	17.88	89	5	17.80	102	6	17.00	30	2	15.00	221	13	17.00	668	(4)
Discovery	60	3	20.00	59	3	19.67	59	3	19.67	59	3	19.67	237	12	19.75	64	3	21.33	66	3	22.00	20	1	20.00	150	7	21.43	387	(2)
Erma Slegel	117	7	16.71	131	7	18.71	127	7	18.14	155	8	19.38	530	29	18.28	127	6	21.17	136	6	22.67				263	12	21.92	793	(7)
Hobgood	98	5	19.60	109	6	18.17	99	5	19.80	93	5	18.60	399	21	19.00	106	5	21.20	88	4	22.00	52	3	17.33	246	12	20.50	645	2
John Plattard	95	5	19.00	113	7	16.14	120	6	20.00	117	6	19.50	445	24	18.54	110	6	18.33	112	6	18.67	60	3	20.00	282	15	18.80	727	(7)
Mitchell-Neilson	90	5	18.00	76	5	15.20	102	5	20.40	75	4	18.75	343	19	18.05	83	5	16.60	72	4	18.00	33	3	11.00	188	12	15.67	531	(5)
Northfield	105	5	21.00	96	5	19.20	96	5	19.20	100	6	16.67	397	21	18.90	78	5	15.60	103	5	20.60	32	2	16.00	213	12	17.75	610	3
Overall Creek	130	7	18.57	165	8	20.63	153	8	19.13	176	9	19.56	624	32	19.50	162	8	20.25	157	8	19.63				319	16	19.94	943	0
Reeves-Rogers	71	4	17.75	54	4	13.50	49	3	16.33	55	3	18.33	229	14	16.36	54	4	13.50	57	3	19.00				111	7	15.86	340	0
Salem	141	8	17.63	129	7	18.43	155	8	19.38	171	8	21.38	596	31	19.23	151	8	18.88	153	8	19.13	37	2	18.50	341	18	18.94	937	6
Scales	145	8	18.13	144	8	18.00	159	8	19.88	166	9	18.44	614	33	18.61	135	8	16.88	167	8	20.88				302	16	18.88	916	1
Totals by Grade	Kindergarten 1340 73 18.36			1st Grade 1354 75 18.05			2nd Grade 1417 74 19.15			3rd Grade 1474 78 18.90						4th Grade 1305 71 18.18			5th Grade 1377 69 19.96			6th Grade 308 21 14.54						8659	(12)
													Total K-6														8659		(12)

Regular Education PTR			Pupils	Teachers	PTR
Kindergarten thru Third Grade	-----		5585	300	18.62
Fourth Grade thru Sixth Grade	-----		3074	163	18.86
District Totals			8659	463	18.70

## TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	1	-	1	-	3	1	6	5	10	6	14	9	16	16		20		22
Bradley	1	-	1	1	3	1	3	1	6	1	10	5	17	7		9		12
Cason Lane	1	-	2	1	5	4	11	6	19	18	20	29	33	55		65		87
Discovery	-	-	-	-	-	-	1	-	2	1	2	-		1		1		1
Erma Siegel	-	-	-	-	-	-	2	1	6	5	6	7	6	15		21		32
Hobgood	-	-	1	1	2	-	7	7	31	15	46	20	57	33		41		64
John Pittard	3	1	7	2	14	6	19	14	40	28	55	40	71	58		74		103
Mitchell-Neilson	-	-	-	-	4	3	5	12	17	21	25	25	34	42		54		85
Northfield	1	-	1	2	1	3	2	3	8	4	8	5	10	11		21		43
Overall Creek	-	-	-	4	-	2	-	2	1	4	-	4	2	4		6		14
Reeves-Rogers	-	1	2	2	3	6	8	10	22	18	19	20	27	24		39		53
Salem	-	-	4	1	7	4	17	10	29	21	37	35	47	54		69		86
Scales	-	-	-	-	1	2	3	4	11	7	17	7	32	13		23		45
<b>Total Students</b>	<b>7</b>	<b>2</b>	<b>19</b>	<b>14</b>	<b>43</b>	<b>32</b>	<b>84</b>	<b>75</b>	<b>202</b>	<b>149</b>	<b>259</b>	<b>206</b>	<b>352</b>	<b>333</b>	<b>0</b>	<b>443</b>	<b>0</b>	<b>647</b>

### Chronic Absenteeism = missing 10% or more (Excused and Unexcused)

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14+ days)		Period 8 (16+ days)		Period 9 (18+ days)	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
<b>Black Fox</b>	161	170	132	129	87	97	108	100	124	98	121	91	101	91		86		73
<b>Bradley</b>	63	75	39	49	28	38	44	29	46	32	47	34	43	33		29		26
<b>Cason Lane</b>	146	161	134	113	84	100	96	103	120	109	106	93	99	100		96		86
<b>Discovery</b>	51	30	32	16	19	10	23	14	24	16	22	12	15	10		8		5
<b>Erma Siegel</b>	107	109	72	71	37	55	59	47	77	49	68	58	50	49		44		38
<b>Hobgood</b>	152	151	116	119	76	130	109	123	146	133	134	121	123	123		117		108
<b>John Pittard</b>	168	142	117	112	85	101	102	100	133	95	113	91	102	97		96		81
<b>Mitchell-Neilson</b>	167	136	140	120	109	117	120	116	135	114	128	107	117	109		99		90
<b>Northfield</b>	132	126	94	113	62	89	78	73	104	78	90	72	82	71		72		70
<b>Overall Creek</b>	153	163	111	111	82	92	89	95	85	93	91	74	79	69		61		49
<b>Reeves-Rogers</b>	105	78	84	67	73	66	73	67	95	68	83	66	80	60		56		53
<b>Salem</b>	162	141	120	114	79	107	94	97	106	95	106	94	99	99		91		79
<b>Scales</b>	187	153	163	141	101	138	117	133	140	129	145	115	124	117		109		93
<b>District Total</b>	1754	1635	1354	1275	922	1140	1112	1097	1335	1109	1254	1028	1,114	1028	-	964	-	851
<b>Internal %</b>	20%	19%	15%	14%	10%	13%	12%	12%	15%	13%	14%	12%	13%	12%	-	11%	-	10%