

Board of Education Regular Meeting

June 23, 2026 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Public Comment Procedural Item	Chair Amanda Moore
B. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Discovery School Principal, Dr. Caitlin Bullard, and Hobgood Elementary School Principal, Ms. Quinena Bell	
C. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item <ul style="list-style-type: none"> • Many schools have already scheduled kindergarten screenings. Dates and details can be found on each school's website. • ESP fall registration is now open. Please visit the ESP website for full details and registration information. • The Back-to-School Bash, in partnership with Murfreesboro Muslim Youth and other community partners, will be held on Saturday, July 25 at Mitchell-Neilson Primary. Additional details will be shared closer to the event. • MERV, Chewy, and CHOW are now serving across Murfreesboro as part of our Summer Feeding Program. • Finally, we look forward to honoring four distinguished educators on Thursday evening during our 3rd Annual, Hall of Fame. This year we will honor Ms. Becci Bookner, Ms. Susan Gendrich, Dr. Linda Gilbert and Ms. Cindy Jones. 	Mrs. Lisa Trail
A. The Best of MCS-Tony Bailey Procedural Item	Dr. Trey Duke
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 6-9-26 Board Minutes Consent Item	
B. Approval of Contract-FY27 Senso Renewal Consent Item	
C. Approval of Contract-Imagine Learning Consent Item	
D. Approval of Contract-Upland Software Consent Item	
E. Approval of Contract-JHA Photography Consent Item	
F. Approval of Contract-Studies Weekly Social Studies Curriculum Materials Purchase Consent Item	
G. Approval of Request for Extended Utilization of School Buses Consent Item	

H. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.400 <i>School Board Meetings</i> on Second Reading Consent Item	
ii. Approval of Board Policy 1.402, <i>Notification of Meetings</i> , on Second Reading Consent Item	
iii. Approval of Board Policy 1.403, <i>Agendas</i> , on Second Reading Consent Item	
iv. Approval of Board Policy 5.302, <i>Sick and Bereavement Leave</i> , on Second Reading Consent Item	
v. Approval of Board Policy 5.303, <i>Personal and Professional Leave</i> , on Second Reading Consent Item	
vi. Approval of Board Policy 6.3041, <i>Title IX and Sexual Harassment</i> , on Second Reading Consent Item	
I. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Contract-Coursemojo AI Teaching Assistant Agreement Action Item	Dr. Trey Duke
B. Approval of Contract-Open Up Resources ELA Instructional Materials Action Item	Dr. Trey Duke
C. Approval of Contract-Studies Weekly Agreement for TN Science Materials Action Item	Dr. Trey Duke
D. Approval of Contract-CDWG Microsoft Annual Renewal Action Item	Dr. Trey Duke
E. Approval of Agreement with Master Fence for Fence at MNE Action Item	Dr. Trey Duke
F. Approval of Contract-iReady Classroom Mathematics Materials Annual Purchase Action Item	Dr. Trey Duke
G. Approval of Contract-SWC 424 Motorola Radios Action Item	Dr. Trey Duke
H. Approval of MOU-2026-2027 SRO MOU with MPD Action Item	Dr. Trey Duke
I. Approval of Budget Amendment-FY26 General Purpose Transportation Action Item	Dr. Trey Duke
J. Approval of Budget Amendment-FY26 Interfund Summer School Action Item	Dr. Trey Duke
K. Approval of Strategic Plan 2026-2031 Action Item	Dr. Trey Duke
L. Approval of April Revenue and Expenditure Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Enrollment (PTR) Report-Period 9	Mr. Ken Rocha

Information Item	
B. Personnel Report Information Item	Dr. Trey Duke
C. Director's Evaluation Results Information Item	Chair Amanda Moore
D. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

June 9, 2026 6:00 PM

MCS Administrative Offices

CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles (6:18 p.m.). In attendance: Dr. Trey Duke, Sheri Arnette, Daniel Owens, Angela Fairchild, Don Bartch, Ken Rocha, Maria Johnson, Sonya Cox, Tiffany Strevel, Jaci Saunders, and April Zavis Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett	Chair Amanda Moore
Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Tiffany Strevel, principal at Black Fox Elementary, Sonya Cox, principal at Cason Lane Elementary, and Board Member Jimmy Richardson III.	
Moment of Silence Procedural Item	
APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
PUBLIC COMMENT Procedural Item	Chair Amanda Moore
CONSENT ITEMS 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 Amanda Moore
Approval of 5-26-26 Board Minutes Consent Item	
Approval of Surplus Property Disposal Consent Item	
ACTION ITEMS Action Item	Chair Amanda Moore
Approval of 2026-2027 Board of Education Annual Agenda Action Item Motion to approve 2026-2027 Board of Education Annual Agenda. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
Approval of Contract-Learning Partners Pathways Agreement Action Item Motion to approve Contract-Learning Partners Pathways Agreement. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
Approval of Contract-Genesis Academy Action Item	Dr. Trey Duke

Minutes
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June 9, 2026
Recorded by L. VanCleave

<p>Motion to approve Contract-Genesis Academy. This motion, made by Ms. Karen Dodd and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>Approval of Contract-Project Play Therapy Professional Services Agreement Renewal Action Item Motion to approve Contract-Project Play Therapy Professional Services Agreement Renewal. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Board Member Barbara Long asked whether Project Play provides personnel within school buildings. Dr. Duke confirmed that Project Play places staff directly in schools. He explained that, unlike some other contracts that provide access to external facilities and services, Project Play offers on-site support for students. Dr. Duke stated that the district utilizes Project Play as an initial intervention and, when additional support is needed, may seek services through outside facilities. He also noted that Project Play has been beneficial in addressing challenges related to securing student placements in other settings.</p>	Dr. Trey Duke
<p>Approval of Contract-School Bus Tires and Services-Wilks Commercial Tire & Service Action Item Motion to approve Contract-School Bus Tires and Services-Wilks Commercial Tire & Service. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>Approval of Contract-US Foods Renewal Action Item Motion to approve Contract-US Foods Renewal. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>Approval of Read to Succeed Lease Amendment and Extension Agreement Action Item Motion to approve Read to Succeed Lease Amendment and Extension Agreement. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1 Board Member Jimmy Richardson commented that the partnership represents another productive use of the 910 facility and expressed appreciation to the City Council for providing the opportunity. Board Vice Chair Butch Campbell asked whether the rental payments from Read to Succeed are made to the district or the city and inquired about ownership of the building. Assistant City Attorney Lauren Bush explained that all school buildings are owned by the city and that any modifications to the facilities require both city and Board approval. She noted that, while the Board of Education is a separate legal entity, the city maintains ownership of the properties and carries insurance coverage on the buildings. Ms. Bush further stated that the city has assigned the district the right to receive lease payments from Read to Succeed and that there have been no issues with that arrangement. Dr. Duke added that the revenue generated from the Read to Succeed lease is reflected in the district's budget.</p>	Dr. Trey Duke
<p>Approval of Budget Amendment-FY26 Nutrition Interfund Action Item Motion to approve Budget Amendment-FY26 Nutrition Interfund. This motion, made by Mrs. Jeanette Price and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>Approval of Budget Amendment- FY26 General Purpose Interfund Action Item Motion to approve Budget Amendment- FY26 General Purpose Interfund. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed.</p>	Dr. Trey Duke

Yea: 6, Nay: 0, Absent: 1	
Approval of Budget Amendment-FY26 ESP Interfund Action Item Motion to approve Budget Amendment-FY26 ESP Interfund. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-Federal Program Consolidated Administration Amendment Action Item Motion to approve Budget Amendment-Federal Program Consolidated Administration Amendment. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-FY26 IDEA Part B and IDEA PreK Action Item Motion to approve Budget Amendment-FY26 IDEA Part B and IDEA PreK. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-FY26 Federal Projects Fund 142-Title IA Revision Action Item Motion to approve Budget Amendment-FY26 Federal Projects Fund 142-Title IA Revision. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-21st Century Community Learning Grant Action Item Motion to approve Budget Amendment-21st Century Community Learning Grant. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of United Way Resource Center Use Agreement Action Item Motion to approve United Way Resource Center Use Agreement. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0 Assistant City Attorney Lauren Bush reported that the agreement will be presented to the City Council for consideration on June 18. Board Member Barbara Long asked whether the initiative is intended to serve the entire community. Dr. Duke explained that the program will be located on the Mitchell-Neilson campus but will be open to families throughout the community. He noted that the portable building has a separate access drive, allowing community members to utilize the facility independently of the school campus. Dr. Duke added that the district will also work to ensure that Mitchell-Neilson families are aware of and able to access the services provided. Board Vice Chair Butch Campbell asked whether the portable building contains two classrooms. Dr. Duke confirmed that it does and stated that Principal Bryson plans to allocate one classroom to United Way. The second classroom will be used by support personnel who serve the school on a temporary basis, including providers such as Centerstone counselors and STAR therapists.	Dr. Trey Duke
Approval of Board Policy 1.400 <i>School Board Meetings</i> on First Reading Action Item Motion to approve Board Policy 1.400 School Board Meetings on First Reading. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0 Prior to the discussion of Board Policy 1.400, School Board Meetings, Assistant City Attorney Lauren Bush informed the Board that seven policy revisions were included on the agenda. She	Ms. Lauren Bush

<p>noted that the Tennessee School Boards Association (TSBA) had not yet released updated model policies.</p> <p>Ms. Bush also provided a preview of two additional policy revisions that will be required as a result of recent legislative changes and are expected to be presented for Board consideration on June 23.</p> <p>Ms. Bush explained that one policy will require parental notification when a classroom evacuation occurs. The second policy will address third-party behavioral services.</p> <p>Regarding Policy 1.400, School Board Meetings, Ms. Bush explained that under the proposed revisions, the Board may utilize virtual meeting participation no more than three times per year.</p>	
<p>Approval of Board Policy 1.402, <i>Notification of Meetings</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 1.402, Notification of Meetings, on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed.</p> <p>Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>Approval of Board Policy 1.403, <i>Agendas</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 1.403, Agendas, on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Butch Campbell, passed.</p> <p>Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>Approval of Board Policy 4.204, <i>Instructional Use of Digital Devices</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 4.204, Instructional Use of Digital Devices, on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed.</p> <p>Yea: 7, Nay: 0</p> <p>Assistant City Attorney Lauren Bush informed the Board that she has begun developing an Administrative Directive (AD) to accompany this policy and plans to provide it to the Board for review prior to the June 23 meeting.</p> <p>Dr. Duke added that the administration is hopeful the AD will be ready for Board review before June 23; however, if additional work is needed to ensure the directive is fully developed, the policy will be brought back for second reading on July 28.</p> <p>Dr. Duke further noted that he anticipates this topic will be discussed extensively at the upcoming Summer Law Conference in July.</p>	Ms. Lauren Bush
<p>Approval of Board Policy 5.302, <i>Sick and Bereavement Leave</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 5.302, Sick and Bereavement Leave, on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed.</p> <p>Yea: 7, Nay: 0</p> <p>Assistant City Attorney Lauren Bush reviewed the proposed revisions to Board Policy 5.302, Personal and Professional Leave. She explained that recent state legislation increases personal leave for certified employees from two to four days and adjusts sick leave allotments to eight, nine, or ten days depending on the length of the employee's contract. Ms. Bush noted that staff is also recommending extending these same leave provisions to classified employees.</p> <p>Ms. Bush further explained that the policy contained a provision granting employees one religious leave day that was not reflected in the red-lined version of the policy. She recommended removing that provision and stated that any motion to approve the policy should include that amendment. She explained that sick leave for school district employees is governed by state law and State Board rules and cannot be used for purposes outside those parameters. She suggested that requests related to religious observances be handled through Human Resources on a case-by-case basis.</p> <p>Board Member Jimmy Richardson made a motion to approve the policy as presented. The motion was seconded by Board Member Karen Dodd.</p>	Ms. Lauren Bush

<p>Following additional discussion regarding the religious leave provision, Ms. Bush explained that the Board adopted the religious leave language in 2022, prior to her appointment as Assistant City Attorney. She stated that school boards are not legally authorized to provide such leave through policy.</p> <p>Mr. Richardson amended his motion to approve the policy with the removal of the religious leave provision. Board Member Barbara Long seconded the amended motion.</p> <p>Board Member David Settles commented that the change in state law converts some sick leave days to personal leave days, allowing employees greater flexibility in how those days may be used.</p> <p>Board Chair Amanda Moore expressed concern that the proposed removal of the religious leave provision had not been clearly communicated as part of the policy revisions.</p> <p>Board Member Jeanette Price stated that the proposed changes align with state law and suggested that, if desired, the Board could consider a separate policy regarding leave for religious observances at a future meeting.</p> <p>Mr. Settles made a motion to call the question. The motion failed for lack of a second.</p> <p>Chair Moore noted that several Muslim employees had expressed concerns to her regarding time off for religious observances. She emphasized the importance of communicating that employees will receive two additional personal leave days each year under the revised policy.</p> <p>Ms. Bush added that state law requires these changes only for certified employees; however, the district's recommendation is to extend the same benefits to all employees. She stated that this distinction should also be included in communications to staff.</p>	
<p>Approval of Board Policy 5.303, <i>Personal and Professional Leave</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 5.303, <i>Personal and Professional Leave</i>, on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed.</p> <p>Yea: 7, Nay: 0</p> <p>Assistant City Attorney Lauren Bush reviewed the proposed revisions to the policy.</p> <p>Dr. Duke added that, during discussions regarding the policy, Board Chair Amanda Moore expressed concern that employees with 26 or more years of service might feel they were losing a leave day as a result of the changes. After reviewing the data, Dr. Duke found that more than 60 employees would be affected. As a result, the policy was written to allow certified employees with 26 or more years of service to retain up to five earned personal days during the 2026-2027 school year. Beginning with the 2027-2028 school year and thereafter, those employees will earn four personal days annually, with any unused personal days converting to sick leave at the end of the year.</p> <p>Dr. Duke thanked Chair Moore for bringing the issue to staff's attention.</p>	Ms. Lauren Bush
<p>Approval of Board Policy 6.3041, <i>Title IX and Sexual Harassment</i>, on First Reading Action Item</p> <p>Motion to approve Board Policy 6.3041, <i>Title IX and Sexual Harassment</i>, on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed.</p> <p>Yea: 7, Nay: 0</p>	Ms. Lauren Bush
<p>Approval of Board Attendance at Conventions and Other Educational Meetings per Board Policy 2.804 Action Item</p> <p>Motion to approve Board Attendance at Conventions and Other Educational Meetings per Board Policy 2.804. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed.</p> <p>Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>Feedback Discussion of Strategic Plan and Strategy Explanation by Each Supervisor Information Item</p>	Dr. Trey Duke

<p>Dr. Duke provided the Board with an overview of the district’s Strategic Plan strategies. He explained that each supervisor would present the actions and initiatives that would be used to accomplish the work associated with each goal area.</p> <p>The following staff members presented information related to their respective goals:</p> <ul style="list-style-type: none"> • Goal 1 - Sheri Arnette • Goal 2 - Ken Rocha • Goal 3 - Maria Johnson <p>During the discussion of Goal 3, Board Member David Settles referenced a report indicating that Tennessee ranks among the lowest states in teacher retention. Dr. Duke stated that he had seen the report but had not yet had the opportunity to review it in detail. He said he would research the information further and provide the Board with specific data in his Friday update. Dr. Duke added that one factor contributing to Murfreesboro City Schools' teacher retention efforts is the district’s competitive salary structure. He also noted that he would share additional information provided to him by City Manager Darren Gore.</p> <p>The remaining goals were presented as follows:</p> <ul style="list-style-type: none"> • Goal 4 - Don Bartch • Goal 5 - Presented by Dr. Duke in the absence of Lisa Trail <p>The Board engaged in discussion regarding artificial intelligence (AI) programs and the types of AI tools that may or may not be utilized within the district. Dr. Duke explained that additional guidance would be addressed in the administrative procedures accompanying Board Policy 4.204, Digital Devices, and that the topic would be discussed in greater depth during the Board’s August retreat.</p> <p>Dr. Duke stated that the next step in the process would be to bring the Strategic Plan back to the Board for final approval. He encouraged Board members to provide any additional feedback prior to that time.</p> <p>Board Chair Amanda Moore expressed her appreciation for the work that had gone into developing the Strategic Plan. She commented that the plan appeared thoughtful, innovative, and reflective of a fresh approach rather than a revision of the district’s previous plan.</p>	
<p>2026-2027 Tentative Employee Assignment List Information Item</p> <p>Dr. Maria Johnson presented the Tentative Employee Assignment List to the Board and invited questions from Board members.</p> <p>Board Member Barbara Long asked whether employees who are promoted within the district participate in an onboarding process that explains changes in salary, benefits, and risk management coverage associated with their new positions.</p> <p>Dr. Johnson responded that onboarding and training are provided for employees transitioning into new roles. She explained that newly appointed principals participate in a dedicated day of training, while employees promoted to other positions, such as academic coach, receive position-specific information from Human Resources. Dr. Johnson stated that Human Resources reviews salary, benefits, and other employment-related changes with each employee, and that this information is also outlined in the offer letter provided to and signed by the employee.</p>	Ms. Maria Johnson
<p>Annual Bullying Report Information Item</p> <p>Mr. Ken Rocha presented the 2025-2026 Bullying Report and provided an overview of the data for the Board's review.</p> <p>Following the presentation, Board member David Settles asked whether bullying data is tracked on a school-by-school basis. Mr. Rocha confirmed that his department monitors the information by individual school and reviews the data monthly; however, school-specific data is not included in the reports presented to the Board.</p>	Mr. Ken Rocha
<p>Director's Update Information Item</p>	Dr. Trey Duke

Dr. Duke provided the Board with two updates.

First, he informed the Board that a budget amendment presented at the May 26 meeting contained an error in the reported total amount. He clarified that all individual line items within the amendment were accurate; however, the total presented to the Board was overstated by approximately \$4,000. Dr. Duke noted that the same amendment had also been submitted to City Council for approval.

Dr. Duke also reminded the Board that its next meeting would be held on June 23 and that the Board would not meet again until July 28. He explained that the roof replacement project at Scales Elementary School is currently out for bid, with bids scheduled to be opened on June 23. Because the bids will be received after the agenda is finalized, he requested permission to present the bid award to City Council for approval before bringing it to the Board at its July 28 meeting so that work on the roof could begin without delay. Dr. Duke noted that this would be an unusual circumstance. Board Chair Amanda Moore stated that she did not see any issue with City Council approving the project first under these circumstances.

Dr. Duke then referenced information he had previously emailed to the Board regarding the possibility of selling advertising space on school buses, an item Board Member Karen Dodd had requested staff investigate. He explained that staff had only gathered preliminary information and had not conducted an in-depth review but could do so if the Board wished to pursue the matter further.

Dr. Duke shared that Lebanon Special School District currently sells advertising space on its buses, utilizing two advertising spaces per bus. He explained that a third-party company would manage the advertising program and associated costs, while the Board would retain approval authority over advertisers through Board policy. Under the proposed arrangement, the district would receive 55 percent of advertising revenue through monthly payments. Advertisements would be limited to general education buses and would not appear on special education buses. Based on 31 buses operating for 10 months, the district could potentially generate approximately \$23,000 annually if all advertising spaces were sold.

The Board discussed various considerations related to bus advertising, including concerns about political affiliations and the need to carefully define which organizations and businesses would be eligible to advertise.

Assistant City Attorney Lauren Bush stated that the Tennessee School Boards Association (TSBA) has a model policy addressing advertising on school buses and offered to provide it to the Board for review.

Board Member Barbara Long asked how any revenue generated would be used. Dr. Duke explained that Lisa Trail had suggested dedicating the funds to a specific purpose rather than allowing them to be absorbed into the district's general fund. Board Member Karen Dodd expressed support for that approach and noted that it could provide funding for initiatives that would not otherwise be included in the budget.

Board Chair Amanda Moore asked whether districts that participate in advertising programs typically sell all available advertising space. Dr. Duke stated that he would research that question and provide additional information to the Board.

Dr. Duke encouraged Board members to submit any questions they may have so that staff could gather answers and provide further information.

Chair Moore asked whether the Board needed to provide any direction regarding the advertising proposal. Dr. Duke responded that he would welcome any guidance from the Board regarding how they wish staff to proceed.

Board Member David Settles requested that Ms. Bush obtain the TSBA model policy for Board review, stating that reviewing the policy would help Board members better understand the implications of permitting advertising on school buses.

Board Member Jimmy Richardson asked whether religious organizations would be permitted to advertise. Ms. Bush responded that the TSBA model policy prohibits advertising by religious

<p>organizations. She added that she would provide the model policy as an attachment to Dr. Duke's Friday Board Update.</p> <p>Chair Moore expressed hesitation about implementing a bus advertising program, stating that the issue appeared to involve several gray areas.</p> <p>Dr. Duke stated that he would also research how many school districts currently permit advertising on school buses. He noted that he was aware that Maury County, Manchester City, and Lebanon Special School Districts currently participate in such programs.</p> <p>Dr. Duke summarized the next steps, which included providing the TSBA model policy, determining typical advertising participation rates, and gathering information regarding nearby districts that allow bus advertising.</p> <p>Board Member Karen Dodd stated that, if the district were to move forward with a program, she would favor limiting advertisements to local businesses.</p> <p>Board Member Jimmy Richardson expressed concern that permitting advertisements on school buses could create additional issues for the district.</p>	
<p>OTHER BUSINESS Information Item</p>	<p>Chair Amanda Moore</p>
<p>ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 The meeting adjourned at 8:01 p.m.</p>	<p>Chair Amanda Moore</p>

Agenda Item Title: Senso.Cloud Student Monitoring and Classroom Management Software Renewal

Board Meeting Date: June 23, 2026

Department: Technology

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to renew the district's subscription to Senso.Cloud, a student monitoring, classroom management, and safeguarding platform utilized on district-issued Chromebooks. The software provides staff with tools to monitor student activity, identify potential student safety concerns, and assist teachers with classroom management while using digital devices. The renewal includes Enterprise Chrome licensing for approximately 6,500 devices, the Scenes Module, and SIS integration capabilities.

Staff Recommendation

Approval of Senso.Cloud Student Monitoring and Classroom Management Software Renewal

Fiscal Impact

The total cost of the renewal for FY27 is \$37,300.00 and will be funded through the Technology Department/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:

Prepared On Behalf Of:
Murfreesboro SD (TN)

Invoice to:

Date Renato Software Ltd.
27/11/2025 13:59 (Senso.Cloud)
Quote Expiry 2400 Stallings Dr N
Office Suite #404
Quote Number Nacogdoches
QUO-18727-S0G5P2 Texas
Salesperson 75964
James Moon US

Description	Quantity	Unit Price	Amount	Discount %	Discount Amount	Discounted Total
Enterprise Chrome	6,500	\$5.20	\$33,800.00		\$0.00	\$33,800.00
Site Tenancy	1	\$250.00	\$250.00			\$250.00
Scenes Module	6,500	\$0.50	\$3,250.00		\$0.00	\$3,250.00
Total Amount (Excluding Tax)						\$37,300.00

Notes:

Enterprise Chrome consists of Classroom management and safeguarding tools for Chromebooks.

Requote includes all SIS integration options

**ADDENDUM
TO
TERMS OF SERVICE
AGREEMENT**

This Addendum (“Addendum”) is entered into by and between Renato Software Ltd. A/S and its subsidiaries, affiliates, and related entities (collectively, “Contractor”) and Murfreesboro City Schools (“District”). This Addendum amends, supersedes, and controls over the Terms of Service and all related documents, attachments, exhibits, incorporated policies, referenced documents, hyperlinks, online terms, click-through agreements, clickwrap agreements, browsewrap agreements, shrink-wrap agreements, or any other physical or electronic agreements or terms presented by Contractor (collectively, the “Agreement”). In the event of any conflict or inconsistency between this Addendum and the Agreement, the terms of this Addendum shall govern and control. The parties agree that execution of this Addendum is a material condition of the District’s use of Contractor’s services. In consideration of the District’s agreement to utilize Contractor’s standard form Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby 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. **Term.** The Agreement, as amended by this Addendum, shall be effective for an initial term of one (1) calendar year (“Initial Term”), unless earlier terminated as provided herein. Any renewal shall require the mutual written agreement of the parties. There shall be no automatic renewal absent express written consent of District.
3. **Termination for Cause.** Either party may terminate the Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach.
4. **Termination for Convenience.** Either party may terminate the Agreement, in whole or in part, for convenience and without cause upon sixty (60) days’ prior written notice to the other party. In the event of termination for convenience:
 - a. District shall be responsible only for payment of fees for services properly performed and invoiced through the effective date of termination;
 - b. Contractor shall not be entitled to any early termination fees, penalties, acceleration of payments, lost profits, consequential damages, or other amounts not yet earned as of the effective date of termination; and
 - c. Contractor shall promptly cease performance and comply with all data return and destruction obligations set forth in this Addendum.
5. **Effect of Termination.** Upon termination, Contractor shall cease all services, and the parties shall comply with all data return and destruction obligations set forth herein.

6. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District 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 District 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. § 29-20-101 *et seq.* Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.

7. **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, District 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. District 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 7 serves to meet such burden and authorization of disclosure.

8. **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.

9. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District 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 District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

10. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction, consistent with Section 9. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each

Party shall bear its own costs.

11. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by District 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 District 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.

12. **No Foreign Jurisdiction or Enforcement.** Contractor agrees that no action arising out of or relating to the Agreement shall be filed or maintained in any court or tribunal outside the United States, including arbitration proceedings seated outside the United States. Contractor further agrees that it shall not seek to enforce any foreign judgment, order, or arbitral award against District. Contractor expressly waives any claim that the courts of Tennessee lack jurisdiction over Contractor. Contractor waives any *forum non conveniens* objection.

13. **Designation of Agent for Service.** Contractor shall maintain a registered agent for service of process within the United States for the duration of the Agreement. Contractor shall provide District with the name and address of such agent upon execution of the Agreement and shall notify District in writing of any change.

14. **Non-appropriation.** Contractor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event District 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 District 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.

15. **No Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

16. **Payment Currency.** All fees shall be invoiced and payable in United States Dollars. District shall not be responsible for currency conversion charges, foreign transaction fees, value-added tax (VAT), customs duties, or other foreign governmental charges.

17. **Insurance.** Contractor shall, at its sole cost and expense, procure and maintain in full force and effect throughout the term of the Agreement insurance coverage issued by insurers authorized to do business in the United States or otherwise acceptable to District. Such insurance shall include coverage equivalent to the following:

- a. **Commercial General Liability (or Public Liability) Insurance**, covering bodily injury, property damage, personal injury, and contractual liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;
- b. **Professional Liability, Technology Errors and Omissions Insurance (or Professional Indemnity Insurance)** covering claims arising from errors, omissions, negligence, technology failures, or failure of the services provided under the Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim;
- c. **Cyber Liability and Privacy Liability Insurance**, covering data breaches, unauthorized access, privacy violations, security failures, regulatory proceedings, and costs associated with breach notification, credit monitoring, and forensic investigation, with limits of not less than One Million Dollars (\$1,000,000) per claim.
- d. Technology Errors and Omissions and Cyber Liability may be written on a claims-made basis provided coverage is maintained for the term of this Agreement and Addendum and any applicable reporting period.
- e. All policies shall:
 - i. Apply to claims brought within the United States;
 - ii. Provide coverage for claims arising from Contractor's performance under this Agreement;
 - iii. Not exclude coverage for claims involving U.S.-based educational institutions;
 - iv. Provide that coverage shall not be canceled, materially reduced, or allowed to lapse without at least thirty (30) days' prior written notice to District; and
 - v. Be primary and non-contributory with respect to any insurance maintained by District.

Upon execution of the Agreement and upon renewal of any policy, Contractor shall provide certificates of insurance evidencing the required coverage. Nothing in this section shall be construed as a waiver of District's sovereign immunity or as limiting Contractor's liability to the insurance limits required herein.

18. **FERPA Compliance.** For purposes of carrying out the Agreement, Contractor will perform an institutional service or function for which the District would otherwise use employees, and 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).

- a. Contractor understands and agrees to comply with 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.
- b. 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 the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.
- c. 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.
- d. Any failure to comply with applicable FERPA requirements by Contractor or any of its employees will be immediately reported to District by Contractor.

19. **Data Residency and Geographic Restrictions.** All student data, education records, metadata, logs,

monitoring records, screenshots, communications data, and any personally identifiable information (collectively, "Student Data") collected, generated, processed, transmitted, stored, or maintained pursuant to the Agreement shall be stored exclusively on servers physically located within the fifty (50) United States and the District of Columbia. Such requirement shall apply to all primary storage, backup storage, disaster recovery systems, redundancy environments, failover systems, caching systems, and archival storage.

- a. Contractor shall not transfer, transmit, route, access, process, replicate, mirror, or back up Student Data outside of the United States without the District's prior written consent.
- b. Contractor shall not permit access to Student Data by any employee, contractor, affiliate, or subprocessor located outside of the United States without the District's prior written approval, including but not limited to remote support, maintenance, troubleshooting, or administrative access.
- c. Upon request, Contractor shall provide written certification identifying all data center locations and all subprocessors with access to Student Data and confirming compliance with this Section.

20. **Materials Harmful to Minors.** The Contractor verifies that the technology services rendered do not violate Tenn. Code Ann. § 49-1-221. The Contractor shall filter, block, or otherwise prevent access to pornography or obscenity through any student use of Contractor's services and prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors as defined by Tenn. Code Ann. § 39-17-901.

- a. If contacted by District, the Contractor shall remove access to online materials for ages or audiences for which the District has determined the material to be age- or audience-inappropriate.
- b. Upon receipt of notice by the District of inappropriate material, the Contractor shall remove access to the online material within one (1) business day of the notice, unless the deadline for removal is extended by mutual consent of the contracting parties.

21. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal and state laws governing student data privacy and cybersecurity, including but not limited to FERPA, COPPA (15 U.S.C. § 6501 et seq., if applicable), the Protection of Pupil Rights Amendment (PPRA), and applicable provisions of Tennessee law.

22. **Information Security and Breach Notification.** Contractor shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Student Data. Such safeguards shall include, at a minimum, encryption of Student Data in transit and at rest, role-based access controls, multi-factor authentication for privileged accounts, regular vulnerability assessments, and timely application of security patches. In the event of any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, loss of, or breach of Student Data ("Security Incident"), Contractor shall provide written notice to District without unreasonable delay and in no event later than forty-eight (48) hours after discovery of such Security Incident. Such notice shall include, to the extent known at the time:

- a. The nature and scope of the Security Incident;
- b. The categories and approximate number of affected individuals;
- c. The categories and approximate volume of Student Data involved;
- d. The remedial actions taken or proposed; and

- e. Contact information for a representative of Contractor knowledgeable about the incident.

Contractor shall cooperate fully with District in investigating, mitigating, and remediating any Security Incident and shall bear all costs associated with legally required notifications resulting from Contractor's acts or omissions.

23. **Ownership and Permitted Use of Student Data.** All right, title, and interest in and to Student Data shall remain exclusively with District. Nothing in the Agreement shall be construed to grant Contractor any ownership interest in Student Data. Contractor shall access and use Student Data solely for the purpose of performing its obligations under the Agreement and for no other purpose. Contractor shall not:

- a. Sell, rent, trade, or otherwise commercially exploit Student Data;
- b. Use Student Data for advertising, marketing, or profiling purposes;
- c. Create derivative works unrelated to the services provided to District;
- d. De-identify, aggregate, or anonymize Student Data for commercial purposes without the District's prior written consent; or
- e. Use Student Data to develop, train, improve, or inform artificial intelligence or machine learning systems except as expressly authorized in writing by District.

24. **Data Retention, Return, and Destruction.** Contractor shall retain Student Data only for the period necessary to fulfill its obligations under the Agreement and in no event longer than required by applicable law. Upon expiration or termination of the Agreement for any reason, Contractor shall, at the District's election:

- a. Return all Student Data to District in a mutually agreed electronic format; and/or
- b. Permanently delete and securely destroy all copies of Student Data in its possession, custody, or control. Such deletion shall occur within thirty (30) days of termination unless otherwise directed in writing by District. Upon request, Contractor shall provide written certification signed by an authorized officer confirming completion of deletion.

25. **Audit and Compliance.** Upon reasonable written request, Contractor shall provide documentation reasonably necessary to demonstrate compliance with this Addendum, including current security certifications, independent audit reports (including SOC 2 Type II reports, if available), and documentation verifying data residency requirements. District reserves the right to request additional information reasonably necessary to assess Contractor's compliance with its data protection obligations.

26. **Subprocessors.** Contractor shall not engage any subcontractor, affiliate, or other third party ("Subprocessor") that will have access to Student Data without prior written notice to District. Contractor shall remain fully responsible and liable for the acts and omissions of all Subprocessors to the same extent as if such acts or omissions were those of Contractor. Contractor shall ensure that each Subprocessor is bound by written contractual obligations imposing data protection and confidentiality obligations no less protective than those contained herein.

27. **Monitoring Controls.** Contractor acknowledges that monitoring functionality is deployed solely at the direction and discretion of District. Contractor shall not enable or activate any monitoring features beyond those expressly authorized by District. Contractor shall not independently initiate surveillance, recording, or monitoring of District users.

28. **Debarment and Suspension.** Contractor represents and warrants that neither it, nor its principals:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal or state transactions;
 - b. Have been convicted or had a civil judgment rendered against them within the preceding three (3) years for fraud or criminal offenses related to public contracts; and
 - c. Are presently indicted for or otherwise criminally or civilly charged with commission of any such offenses.

Contractor shall immediately notify District in writing if at any time during the term of this Agreement it becomes debarred, suspended, or otherwise ineligible to participate in State of Tennessee or federally funded programs. District may immediately terminate this Agreement upon receipt of such notice.

29. **Export Control and Sanctions Compliance.** Contractor represents and warrants that it shall comply with all applicable United States export control laws, economic sanctions laws, and regulations in the performance of the Agreement, including but not limited to regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce. Contractor further represents that neither it nor any of its affiliates, officers, employees, or subcontractors providing services under the Agreement are subject to U.S. economic sanctions or otherwise listed on any U.S. government list of prohibited or restricted parties. Contractor shall not access, process, store, transmit, or permit access to Student Data from any country or jurisdiction subject to comprehensive U.S. sanctions or trade restrictions. Contractor shall immediately notify District in writing if it becomes subject to any governmental investigation, sanction, or export restriction that could materially affect its performance under the Agreement.

30. **Iran Divestment Act Compliance.** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101 *et seq.*, Contractor represents and warrants that it is not identified on the list maintained by the Tennessee Department of General Services pursuant to Tenn. Code Ann. § 12-12-106 as a person engaging in investment activities in Iran. Contractor further represents and warrants that it shall not, for the duration of the Agreement, engage in investment activities in Iran as defined by applicable Tennessee law. In the event Contractor is placed on the list described above during the term of the Agreement, Contractor shall promptly notify District in writing. Placement on such list shall constitute grounds for immediate termination of the Agreement by District without further liability.

31. **Non-Boycott of Israel Compliance.** To the extent applicable pursuant to Tenn. Code Ann. § 12-4-119, Contractor represents and warrants that it is not currently engaged in, and agrees for the duration of the Agreement that it shall not engage in, a boycott of Israel as defined by Tennessee law. Contractor acknowledges that this representation is a material condition of the Agreement. If Contractor is found to be in violation of Tenn. Code Ann. § 12-4-119 during the term of the Agreement, such violation shall constitute a material breach and grounds for termination by District.

32. **No Unilateral Modification.** Contractor shall not modify, amend, or update the Agreement or any incorporated online terms without the prior written consent of District. Any modification not executed in writing by both parties shall be void and unenforceable against District.

33. **Assignment.** Contractor shall not assign, transfer, delegate, or otherwise convey the Agreement, in whole or in part, whether by operation of law, merger, acquisition, change of control, or otherwise,

without the prior written consent of District. Any attempted assignment without such consent shall be null and void. For purposes of this Section, a change in ownership or control of Contractor shall be deemed an assignment. Contractor shall provide at least sixty (60) days' prior written notice of any proposed change of control.

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

35. **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.

36. **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.

37. **Counterparts.** This Addendum may be executed in one or more counterparts by District 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.

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

Renato Software Ltd.

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: Imagine Learning Renewal Agreement

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS recommends approval of the annual renewal agreement with Imagine Learning for the District's Imagine Language & Literacy program. This renewal provides 560 reusable student licenses for the 2026-27 school year, with services extending from August 16, 2026, through August 15, 2027. Imagine Language & Literacy is used in the district's English as a Second Language classroom to support literacy development through personalized, adaptive instruction and intervention for students served in our ESL program.

Staff Recommendation

Approve the renewal agreement with Imagine Learning for Imagine Language & Literacy for the 2026-2027 school year in the amount of \$44,800.

Fiscal Impact

The total cost of the agreement is \$44,800 and will be paid from budgeted Curriculum and Instruction funds 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



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 2/6/2026
Quote No. Q-223463
Acct. No. 12217119
Total 44,800.00
Pricing Expires 07/21/2026

Murfreesboro City Schools
2552 South Church Street
Murfreesboro TN 37127
United States

Payment Term	Contract Start	Contract End
Net 30	8/16/2026	8/15/2027

Site	Description	End Date	Qty	Amount
Murfreesboro City School District	Imagine Language & Literacy Reusable License	08/15/2027	560	44,800.00

Discount 2,800.00
Subtotal 44,800.00
Tax Total 0.00
Total 44,800.00

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 Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at 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.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

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 or fax to 480-423-0213.

Murfreesboro City Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jessica Akin-Hendren
Account Executive - Tennessee
jessica.hendren@imaginelearning.com
imaginelearning.com
(731) 460-7996

Agenda Item Title: Upland Software for FileBound Services Renewal Agreement

Board Meeting Date: June 23, 2026

Department: Student Supports

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS recommends renewal of the District's agreement with Upland Software for FileBound document management services for the period of July 1, 2026, through June 30, 2027. FileBound is utilized by the District for electronic document storage, workflow management, and records retention. The renewal includes annual maintenance, cloud site hosting, Importer Pro subscription services, and related support services necessary to maintain the District's current document management system. The total annual cost of the renewal is \$40,394.32.

Staff Recommendation

Approve the renewal agreement with Upland Software for FileBound services for the period of July 1, 2026, through June 30, 2027, in the amount of \$40,394.32.

Fiscal Impact

The annual cost of the agreement is \$40,394.32 and is included in our FY27 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

Upland Software, Inc.
 900 South Capital of Texas Highway
 Las Cimas IV, Suite 300
 Austin, Texas 78746
 United States
 Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-397700-3
Quote Date: 12/17/2025
Quote Expires On: 6/30/2026
Proposed By: Paul Cinquegrana
Email: pcinquegrana@uplandsoftware.com

Customer and Billing Details

Customer: Murfreesboro City School District
Customer Number: C-21044
Ship To: Murfreesboro City School District
 2552 S Church St.
 Murfreesboro , TN , 37127
 United States
Bill To: Murfreesboro City School District
 2552 S Church Street
 Murfreesboro , TN , 37127-7135
 United States
Primary Contact: April Zavisa
Primary Phone: (615) 893-2313
Billing Currency: USD

Purchase Details

Start Date: 7/1/2026 **End Date:** 6/30/2027 **Product Billing Frequency:** Annual
Payment Terms: Due on Receipt

License and Product Details

Description	Billing Frequency	Quantity Unit of Measure	Net Unit Price	Term (Months)	Extended Price for Full Term
FileBound: FileBound Capture Subscription - included with subscription	Annual	10 Each	\$ 0.00	12.00	\$ 0.00
FileBound: Importer Pro Subscription - included with subscription	Annual	1 Each	\$ 0.00	12.00	\$ 0.00
FileBound: Other Maintenance	Annual	1 Unit per Year	\$ 22,759.83	12.00	\$ 22,759.83
FileBound: Setup, Cloud Site Setup - 1,000,000 Enterprise	Annual	1 Unit per Month	\$ 696.09	12.00	\$ 8,353.05
Upland PSP (Plus)	Annual	1 Unit per Year	\$ 6,120.35	12.00	\$ 6,120.35
Upland PSP Health Check	Annual	6 Hours	\$ 0.00	12.00	\$ 0.00
FileBound: Importer Pro - Subscription	Annual	1 Unit per Month	\$ 263.42	12.00	\$ 3,161.09
Total:					\$ 40,394.32

Quote Total Amount

Total:	USD 40,394.32
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Upland Software, Inc.
900 South Capital of Texas Highway
Las Cimas IV, Suite 300
Austin, Texas 78746
United States
Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-397700-3
Quote Date: 12/17/2025
Quote Expires On: 6/30/2026
Proposed By: Paul Cinquegrana
Email: pcinquegrana@uplandsoftware.com

Terms and Conditions

- 1. Binding Effect.** Customer and Upland are entering into this sales order or quote ("Sales Order") subject to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the date this Sales Order is signed (this Sales Order together with the MSA, the "Agreement"). In the event there is no MSA currently in effect, then the applicable terms and conditions of the Master Services Agreement hosted at <http://www.uplandsoftware.com/terms-of-service.pdf> shall control. Capitalized terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Agreement.
- 2. Non-Waiver.** For record-keeping purposes and the convenience of its Customers, in advance of the expiry of this Sales Order Upland may provide Customer with an updated Sales Order detailing the Services to be supplied by Upland upon renewal. For the avoidance of doubt, the parties acknowledge and agree that Upland's provision of such an updated Sales Order shall not constitute Upland's notice of (i) its intention not to renew the Agreement, or (ii) its intention to terminate the Agreement.
- 3. Fees.** Customer agrees to pay any and all fees provided herein. Prices quoted are exclusive of any applicable taxes. All subscription fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer acknowledges that fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period.
- 4. Professional Services Fees.** Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a *pro-rata*, ongoing basis); or (ii) one year from the date of the applicable invoice. Any Professional Services purchased but not yet delivered as of the End Date set forth above shall be deemed to have expired effective as of the End Date. If no End Date is set forth, then such Professional Services shall expire one year after the signature date of this Sales Order Form. Additional specifics governing expiration may be outlined in the accompanying Statement of Work, if available. In the event of any conflict between the terms of this Sales Order Form and any accompanying Statement of Work, the terms of the Statement of Work shall control and prevail, and the terms of this Sales Order shall be of no effect.

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900 South Capital of Texas Highway
Las Cimas IV, Suite 300
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Quote Expires On: 6/30/2026
Proposed By: Paul Cinquegrana
Email: pcinquegrana@uplandsoftware.com

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT

Name (Print): _____ Date: _____

Title: _____ Signature: _____

Customer: Murfreesboro City School District

If a Purchase Order is required for the purchase or payment of the items on this Sales Order, please complete the following:

PO Number: \PO_Number1\

PO Amount: \PO_Amount1\

Upland Signature

Name (Print): _____ Date: _____

Title: _____ Signature: _____

THANK YOU FOR YOUR BUSINESS!

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 900 South Capital of Texas Highway
 Las Cimas IV, Suite 300
 Austin, Texas 78746
 United States
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Proposed By: Paul Cinquegrana
Email: pcinquegrana@uplandsoftware.com

Please verify and initial the following customer information and indicate what needs to be changed, if needed.

Customer Checklist			
Checklist Item	Response		If there are changes, please provide details below.
Does your company require a PO# on invoices? If yes, please provide PO# in the space by signature block.	Yes cb1_one\ No cb1_one\ 	Initial in1_two\ 	txtSp1_one\
Are the company name and billing address correct?	Yes cb1_two\ No cb1_two\ 	Initial in1_two\ 	txt1_two\
Does your company need Upland to fill out a supplier form to properly set Upland up as a vendor? This includes setting up supplier portals.	Yes cb1_three\ No cb1_three\ 	Initial in1_two\ 	txt1_three\
Is your company a tax-exempt entity? If Yes, please provide the associated tax certificate.	Yes cb1_four\ No cb1_four\ 	Initial in1_two\ 	txt1_four\

Agenda Item Title: Extension of Agreement with Josh Houston & Associates, Inc., for Provision of School Photography and Yearbooks for FY27

Board Meeting Date: June 23, 2026

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

In June 2025, the Board approved an agreement with Josh Houston & Associates, Inc. to provide school photography and yearbook services for Murfreesboro City Schools. The agreement includes an option for annual renewal by mutual written consent for up to three additional one-year terms. This first amendment renews the existing agreement for the period of July 1, 2026, through June 30, 2027. No substantive changes are being made to the agreement. All existing terms, conditions, pricing, service requirements, and contractor obligations will remain in full force and effect. The original agreement was approved effective June 25, 2025 and specifically authorizes annual renewals upon mutual written consent.

Staff Recommendation

Approval of the first amendment to the Agreement with Josh Houston & Associates, Inc., renewing the agreement for an additional one-year term from July 1, 2026, through June 30, 2027.

Fiscal Impact

There is no direct fiscal impact to the district associated with this renewal. The agreement continues with existing school photography and yearbook services under the same terms and conditions previously approved by the Board. Schools will continue to receive commissions from eligible photography sales as provided in the agreement.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
JOSH HOUSTON & ASSOCIATES, INC.**

This First Amendment to the Agreement Between Murfreesboro City Schools and Josh Houston & Associates, Inc. (“Amendment”) is entered into and effective as of the date of execution (“Effective Date”), by and between Murfreesboro City Schools, a municipal school district of the State of Tennessee (“MCS”), and Josh Houston & Associates, Inc., a Tennessee corporation with its principal offices located at 1829 Memorial Boulevard, Murfreesboro, Tennessee 37129 (“Contractor”).

WHEREAS, MCS and Contractor entered into an Agreement for school photography and yearbook services effective June 25, 2025 (“Agreement”); and

WHEREAS, Section 2 of the Agreement provides that the Agreement may be renewed annually upon mutual written consent for up to three (3) additional one (1) year terms; and

WHEREAS, the Parties desire to renew the Agreement for an additional one (1) year term.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Renewal of Term.** Pursuant to Section 2 of the Agreement, the Parties hereby renew and extend the term of the Agreement for an additional one (1) year period commencing July 1, 2026, and expiring June 30, 2027, subject to the additional renewal provisions of Section 2 of the Agreement.
2. **Continuing Effect.** Except as expressly modified by this Amendment, all terms, conditions, obligations, requirements, and provisions of the Agreement shall remain unchanged and in full force and effect.
3. **Effective Date.** This Amendment shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MURFREESBORO CITY SCHOOLS

JOSH HOUSTON & ASSOCIATES, INC.

Dr. Bobby N. Duke, III, Director

Josh Houston, Owner

Approved as to form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: Studies Weekly Social Studies Curriculum Materials Purchase

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to purchase Studies Weekly Tennessee social studies instructional materials for students in grades Kindergarten through fifth grade for the 2026-2027 school year. The materials provide standards-aligned social studies resources designed specifically for Tennessee academic standards and include grade-level instructional content for elementary students across MCS. The total cost of the purchase is \$49,128.30 and includes materials for approximately 6,422 student licenses and classroom subscriptions across grades K-5. This purchase represents the annual purchase of our district adopted instructional materials for Social Studies.

Staff Recommendation

Approval of the purchase of Studies Weekly social studies instructional materials in the amount of \$49,128.30 for the 2026-2027 school year.

Fiscal Impact

The total cost of the instructional materials purchase is \$49,128.30 and will be paid from budgeted Curriculum and Instruction funds 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 #118075

Quote Issued: 02/23/2026
 Expiration: 05/23/2026
 School Year: 2026-2027
 Referral: Sales Rep
 School Start Date: 08/17

REQUESTER

RHONDA GORE
 MURFREESBORO CITY SCHOOL DIST
 2552 S CHURCH ST
 MURFREESBORO, TN 37127
 rhonda.gore@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

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.

Murfreesboro City School Dist

2552 S Church St
 Murfreesboro, TN 37127

Grade	SKU	Title	Class	Unit Price	Qty	Cost
Social Studies						
0	TN0	Tennessee Studies Weekly - The World Around Us	73	\$7.65	1247	\$9,539.55
1	TN1	Tennessee Studies Weekly - Our Place in the United S	73	\$7.65	1247	\$9,539.55
2	TN2	Tennessee Studies Weekly - Life in the United States	63	\$7.65	1170	\$8,950.50
3	TN3	TN Studies Weekly - Geography, Economics & Early hi	26	\$7.65	463	\$3,541.95
4	TN4	TN US History Studies Weekly - Colonization to Reconstruction	66	\$7.65	1172	\$8,965.80
5	TN5	TN US History Studies Weekly - Industrialization to the Civil Rights Movement	60	\$7.65	1123	\$8,590.95

Total \$49,128.30

Sub Total: \$49,128.30

Tax: \$0.00

Shipping: \$0.00

Total: \$49,128.30

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: Request for Extended Utilization of School Buses

Board Meeting Date: June 23, 2026

Department: Operations

Presented by: Don Barch

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to TCA 49-6-2109 and State Board of Education Rule 0520-01-05-.01(4), Type C and D school buses may continue to be used after fifteen years of service, subject to approval by the Board of Education and the Commissioner of Safety and additional safety inspections by the State of Tennessee. The district currently owns a total of 12 buses that are eligible for extended utilization, with six due for payment. These buses have reached the 15-year threshold but remain in good operating condition and have passed or are expected to pass inspection by the Tennessee Department of Safety.

Staff Recommendation

Approve Request for Extended Utilization of School Buses

Fiscal Impact

Each extended utilization costs \$770 per year for two required inspections. By extending the use of the 10 buses, the district will defer the purchase of new buses estimated at \$175,000.00 each.

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



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
 Hardison Hall Building, 2nd Floor, 1150 Foster Avenue
 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

599

577

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YT3C2771274246	2007	182550	Thomas Built Bus	09/2005

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 06/16/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 21st 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____

581



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
Hardison Hall Building, 2nd Floor, 1150 Foster Avenue
Nashville, Tennessee 37243
Phone: 615-743-4981
Pupil Transportation@tn.gov

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T88J4E2381293981	2008	191432	Thomas Built Bus	01/2007

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: *Cashier's Office, PO Box 24589, Nashville, TN 37202*

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 20th **1st Inspection** **2nd Inspection**

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
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 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

569

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4A2181297674	2008	190746	Thomas Built Bus	03/2007

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 20th 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
 Hardison Hall Building, 2nd Floor, 1150 Foster Avenue
 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

562

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4E26C1147577	2011	156681	Thomas Built Bus	07/2011

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 06/04/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 16th 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
 Hardison Hall Building, 2nd Floor, 1150 Foster Avenue
 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

561

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4E24C1147576	2011	159898	Thomas Built Bus	07/2011

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 06/04/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 16th 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
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 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

575

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4E29B1135227	2011	157174	Thomas Built Bus	02/2010

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 06/16/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 17th 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Section
 Hardison Hall Building, 2nd Floor, 1150 Foster Avenue
 Nashville, Tennessee 37243
 Phone: 615-743-4981
 Pupil Transportation@tn.gov

584

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2026 -- 2027 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T88K4E2491118704	2009	180328	Thomas Built Bus	10/2008

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 06/16/2026 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 30 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for:

School Year of Service: 18th 1st Inspection 2nd Inspection

Transportation Director: _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle has been in the Inspection system for two years prior to extended request:

_____ Yes _____ No, Explanation _____

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 07/25/23
		Rescinds: BO 5	Issued: 06/23/26

- 1 The Board will transact all business at official meetings which may be either regular or special.
- 2 Every meeting of the Board shall be open to the public, except for those meetings in which the law allows
3 closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested
4 citizens.²
- 5 The Board may restrict the recording of Board meetings via camera, camcorder or other photographic
6 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
7 of efficient and orderly public meetings.³
- 8 **REGULAR MEETINGS**
- 9 Regular meetings of the Board shall be held on the second and fourth Tuesdays of each month at 6:00
10 p.m.
- 11 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled by
12 the Chair.
- 13 **SPECIAL MEETING**
- 14 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
15 meetings shall be called by the Chair whenever, in the Chair's judgment, the interests of the schools
16 require it, or when requested to do so by a majority of the Board.⁴
- 17 Only business related to the call of the meeting, and details related to agenda items shall be discussed or
18 transacted by the Board at a special meeting.
- 19 **ELECTRONIC ATTENDANCE⁵**
- 20 Absent Board members may attend a regular or special meeting by electronic means if the member is
21 absent because of work, illness, inclement weather, a family emergency, or the member's military
22 service. If a board member is absent due to military service, the Board member may participate
23 electronically as often as board member is able to do so. However, a Board member may not participate
24 electronically more than two (2) times per year for absences due to work and/or family emergencies.
- 25 *General Requirements*
- 26 The following requirements apply to all electronic attendance, regardless of the reason for the
27 member's absence:
- 28 1. Except as otherwise permitted by law, a quorum of the Board must be physically present at
29 the meeting in order for any member to attend electronically.

1 2. Any Board member wishing to participate electronically must do so using technology which
2 allows the Chair to visually identify the member.

3 3. The responsibility for the connection lies with the Board member wishing to participate
4 electronically. No more than three (3) attempts to connect shall be made, unless the Board
5 Chair chooses to make additional attempts.

6 4. If a Board member is participating via electronic means, there must be a roll call vote.

7 *Work-Related Absence*

8 The following requirements apply to electronic attendance due to a work-related absence:

9 1. The Board member must be absent from the county due to work.

10 2. The Board member wishing to participate must give the Chair and Director at least five (5) days'
11 notice prior to the meeting of the member's desire to participate electronically.

12 *Sickness or Period of Convalescence*

13 A Board member may attend a meeting by electronic means if sick or in a period of convalescence on
14 the advice of a healthcare professional; however, he/she may only participate electronically three (3)
15 times per year for this reason.

16 *Inclement Weather or Natural Disaster*

17 A Board member may attend a meeting by electronic means due to inclement weather or natural disaster
18 if the schools in the school district are closed; however, he/she may only participate electronically three
19 (3) times per year for this reason.

20 *Family Emergency*

21 The following requirement applies to electronic attendance due to a family emergency:

22 The Board member must be absent due to the hospitalization of the member or the death or
23 hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law,
24 daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, or
25 grandparents.

26 **ELECTRONIC PARTICIPATION DURING WEATHER OR DISASTER⁶**

27 When inclement weather or a natural disaster makes the physical presence of a quorum of members at
28 the location of the meeting impractical or unsafe, the Board may conduct a meeting with electronic
29 participation without a quorum of members physically present at the location of the meeting.

30 The Board shall not conduct a meeting under this exception more than three (3) times per year.

31 All members participating in a meeting conducted with electronic participation must be visually
32 identified in the meeting. All votes shall be taken by roll call.

33 The minutes shall reflect the members participating electronically, whether a quorum was physically
34 present at the meeting location, and, when applicable, the basis for conducting the meeting without a
35 physically present quorum due to inclement weather or natural disaster.

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Legal References

1. TCA 8-44-102(a); TCA 49-6-804(b); *Smith County Education Association v. Anderson*, 676 SW 29 328, 332-33 (Tenn. 1984)
2. 28 CFR § 36.201(a); 36.202
3. OP Tenn. Atty. Gen. 95-126
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c); TCA 8-44-108
- ~~5-6.~~ [Public Acts of 2026, Chapter No. 852](#)

Cross References

School Board Legal Status and Authority 1.100
Section 504 & ADA Grievance Procedures 1.802

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 07/25/23
		Rescinds: BO 6	Issued: 04/79; 09/93; 02/01 05/16/23 06/23/26

1 Adequate public notice of all regular and special meetings of the Board shall be disseminated through a
 2 local newspaper and shall be placed on the school system’s website: <http://www.cityschools.net/>.¹

3 For all regular meetings of the Board, the agenda shall be made available to the public at no charge at
 4 least forty-eight (48) hours prior to the meeting. The agenda shall reasonably describe the matters to be
 5 deliberated or acted upon during the meeting. The agenda shall be posted on the school system's
 6 website and made available in another location accessible to the public as required by law.²

7 Except in the case of a special meeting, this policy shall be interpreted to mean that notifications for all
 8 special and/or rescheduled meetings shall be sent to the media in time for the public to be notified at
 9 least forty-eight (48) hours in advance. All notices of special board meetings shall state the time, place
 10 and purpose of the meeting.

11 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
 12 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
 13 notice shall be given to all appropriate parties as is practical.

14 Dates of regular meetings of the Board shall be provided in annual announcements made available in
 15 printed form to the news media, the public, all Board members, and the president of the local education
 16 association.³

17 Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary
 18 hearings, shall include information on how community members can participate in the public comment
 19 portion of the board meeting, including an e-mail address and phone number that individuals wishing
 20 to speak at the meeting can use to communicate their desire to speak at the meeting.⁴

Legal References

- 1. TCA 8-44-103
- 2. ~~TCA 8-44-110~~
- ~~2~~3. TCA 49-2-202(c)(1)
- ~~3~~4. Public Acts of 2023, Chapter No. 300; City of Murfreesboro, Resolution 23-R-23

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Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Agendas	Descriptor Code: 1.403	Issued Date: 04/01/79
		Rescinds: BO 7	Issued: 06/25/2406/23/26

1 AGENDA FORMAT

2 The meeting shall be conducted under an agenda developed by the Director and the Chair. The
3 following is the agenda format which customarily will be used:

- 4 1. Call to Order
- 5 2. Pledge of Allegiance
- 6 3. Moment of Silence
- 7 4. Public Comment
- 8 5. Approval of Agenda
- 9 6. Communications
- 10 7. Consent Items
- 11 8. Action Items
- 12 9. Reports/Information
- 13 10. Other Business
- 14 11. Adjournment

15 AGENDA PREPARATION

16 The Director of Schools shall prepare all agendas for meetings of the Board. In doing so, the Director
17 shall consult with the Board Chair and appropriate members of the Director's administrative staff.
18 Items of business also may be suggested by any Board member. The agenda shall identify which Board
19 member requested the item. The Director, Board Chair or Board Legal Counsel may add or remove
20 items to the agenda at any time before the approval of the agenda.

21 The inclusion of items suggested by staff members, students, or citizens shall be at the discretion of the
22 Director.

23 Public participation in Board meetings is subject to rules set forth in Board Policy 1.401- Public
24 Participation in Board Meetings.

25 If possible, the agenda and supporting materials shall be distributed to Board members sufficiently
26 prior to the board meeting so that members may have time to give careful consideration to items of
27 business. Provision of laptops to Board members will allow distribution of the agenda and supporting
28 documents electronically.

29 PUBLIC AVAILABILITY OF AGENDAS¹

30 For regular meetings of the Board, the Director shall ensure that the agenda is made available to the
31 public at no charge at least forty-eight (48) hours prior to the meeting. The agenda shall reasonably
32 describe the matters to be deliberated or acted upon during the meeting.

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1 The agenda shall be posted on the school system's website and otherwise made available in a location
2 accessible to the public as required by law. The Board may deliberate or act upon matters not listed on
3 the agenda when permitted by law and Board procedures; however, the Board shall not withhold
4 agenda items for the purpose of avoiding public disclosure of business to be considered by the Board.

5 **AGENDA APPROVAL**

6 The first action item on the agenda shall be the approval of the agenda. Before the Board approves the
7 agenda, a Board member may only make a motion to approve the agenda as written, to rearrange the
8 order of the agenda items, or to remove an item from the agenda. After the Board has approved the
9 agenda, ~~no discussion or action shall be taken by the Board except on the subjects covered by the~~
10 ~~approved agenda.~~ discussion and action shall generally be limited to the subjects addressed by the
11 approved agenda unless otherwise permitted by law and/or Board policies or procedures.

12 **CONSENT AGENDA**

13 While developing the agenda, the Chair and Director of Schools shall identify routine or
14 noncontroversial items to be placed on the consent agenda, which shall become a part of the regular
15 agenda. If any member objects to including an item on the consent agenda, that item shall be moved to
16 the regular agenda as an action item requiring discussion. The remaining consent items may be adopted
17 in a single vote without discussion.

18 **ANNUAL CALENDAR**

19 At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating month-
20 by-month actions required by law and those required to carry out the Board's annual goals and
21 objectives, as well as policy monitoring review dates and the State Board of Education's performance
22 standards.

23 **OTHER BUSINESS**

24 "Other Business" is for the sole purpose of a Board member or the Director to discuss an item or issue
25 not included on the regular agenda that needs to be discussed prior to the next regularly scheduled
26 meeting.

27 During "Other Business," a Board member may move that such item or issue not be discussed or
28 considered until additional information is obtained.

29 **SPECIAL MEETING AGENDAS**

30 In the event of a special meeting, the Director shall furnish notice and an agenda of such meeting to
31 Board members. Other than the Director or Board Counsel bringing emergency items requiring action
32 prior to the next meeting, no other items shall be added to the agenda of a special meeting.

Legal References

1. JCA 8-44-110

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Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Sick and Bereavement Leave	Descriptor Code: 5.302	Issued Date: 03/22/22
		Rescinds: 5.302	Issued: 05/28/2406/23/26

1 SICK LEAVE

2 Sick leave shall mean illness of the employee from natural causes or accident or annual wellness visits;
3 or illness or annual wellness visits or death of the employee's spouse, parent, grandparent, children,
4 grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-
5 law, sister-in-law, step-relatives as listed above, or other family member with approval of the Director
6 of Schools, which necessitates the absence of the employee.¹ ~~Employees may also use one sick day for~~
7 ~~a religious holiday not included on the Murfreesboro City Schools calendar, with five (5) days'~~
8 ~~advance notice to their supervisor.~~

9 ~~Certified employees shall earn sick leave as outlined below and these days shall accumulate for an~~
10 ~~unlimited number of days:²~~

- 11 ~~- Certified employees under 10-month contract- 8 sick days earned per year~~
- 12 ~~- Certified employees under 11-month contract- 9 sick days earned per year~~
- 13 ~~- Certified employees under 12-month contract- 10 sick days earned per year~~

14 ~~Classified employees shall earn sick leave as outlined below and these days shall accumulate for an~~
15 ~~unlimited number of days:~~

- 16 ~~- Classified employees employed for 10-month time period- 8 sick days earned per year~~
- 17 ~~- Classified employees employed for 11-month time period- 9 sick days earned per year~~
- 18 ~~- Classified employees employed for 12-month time period- 10 sick days earned per year. The~~
19 ~~time allowed for sick leave with pay shall be one day for each month of employment.²~~

20 Sick leave shall be cumulative for all earned days not used. ~~At~~ Upon retirement, ~~the an~~ employee's
21 unused accumulated sick leave may be used ~~as for~~ retirement credit ~~only as permitted by the Tennessee~~
22 ~~Consolidated Retirement System (TCRS) rules and applicable laws.~~

23 ~~Employees may elect to participate in the Murfreesboro City Schools' Sick Leave Bank, established by~~
24 ~~the Board pursuant the Teachers' Sick Leave Bank Act, T.C.A. 49-5-801 et seq., to facilitate the~~
25 ~~voluntary pooling and irrevocable donation of accumulated personal sick leave for the purpose of~~
26 ~~providing sick leave to members of the program who have suffered an unplanned personal illness,~~
27 ~~injury, disability or quarantine and whose personal sick leave is exhausted.~~

28 If an employee uses more sick days than they have earned, the sick days shall be deducted from the
29 employee's paycheck. The amount will be based on the employee's daily rate of pay sufficient to cover
30 any excess sick leave days used by the employee. If such final check is insufficient for this purpose,
31 the employee shall be liable for reimbursement of any amount in excess of the employee's final
32 paycheck for the year.
33

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34 When an employee will be absent from work, the employee shall notify the principal/supervisor or the
35 principal's/supervisor's designee as soon as possible before their scheduled time to report to work.

36 Certified employees shall notify the principal or the principal's designee within a reasonable length of
37 time before they intend to return to the classroom and not later than one (1) hour before school opens
38 that morning, so that the principal or the principal's designee may be able to notify the substitute.

39 An employee, including an employee on pre-approved leave or other type of leave, shall not be
40 charged with a day of leave for any day on which the employee's school or the school district is closed
41 due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected
42 event.

43 A physician's statement shall be filed with the Principal/Supervisor for each period of illness of five
44 (5) or more consecutive work days. The physician's statement should include the date of
45 commencement of the illness/injury and an expected date of return to work. The Director of Schools
46 may require a physician's statement for any sick leave claim.² In the event of the absence of an
47 employee in excess of the sick leave days available to the employee, the Director of Schools may
48 require an examination, paid for by the Board, by a physician certifying the previous absences.

49 If an employee fails to provide appropriate notice or certification for sick leave, forfeiture of the paid
50 leave will result, with the exception of those cases deemed an emergency by the principal/supervisor.
51 The Human Resources Department shall keep a record of the accumulated sick leave for each eligible
52 employee and shall provide a verified copy to the employee upon request.

53 An employee, upon employment, may transfer any accumulated sick leave from another Tennessee
54 school system, provided that the Director of the system in which any such leave was accumulated
55 provides notarized verification.³ If an employee does not qualify for FMLA leave, the employee will be
56 allowed to use no more than ten (10) days of transferred accrued leave due to the same qualifying
57 events listed in Board Policy 5.305. Supporting documentation must be submitted to the Human
58 Resources Department. An additional ten (10) days of unpaid time will be afforded to the employee
59 following the use of ten (10) days of transferred accrued leave, for a total of twenty (20) days. If the
60 employee is unable to return to work following the exhaustion of this allowed time, the employee will
61 be referred to the Human Resources Department to discuss potential accommodations under the
62 Americans with Disabilities Act.

63 **SICK LEAVE BANK**

64 The purpose of the sick leave bank is to provide sick leave to all employees⁴, who have suffered an
65 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

66 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition
67 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
68 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
69 regulations consistent with state law.⁶

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70 Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These
 71 days are to be deducted from the employee's personal accumulation and donated to the sick leave bank.
 72 Donations of sick leave to the bank are nonrefundable and nontransferable.⁷
 73 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
 74 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
 75 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
 76 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
 77 employee.⁸

78 An employee who is a member of the sick leave bank may request an allotment of days (for the
 79 employee's personal illness or on account of an illness of their minor child) in the manner designated
 80 by the trustees. The need for these days shall be verified by a statement from a physician.⁸

81 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of
 82 any year.⁹ Membership withdrawal results in forfeiture of all days contributed.

83 The sick leave bank shall be operated in accordance with state law.¹⁰

84 **BEREAVEMENT LEAVE**

85 Employees shall be granted bereavement leave up to three (3) days per occurrence in the event of death
 86 of an immediate family member. Immediate family member shall include the employee's spouse,
 87 parents/legal guardians, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law,
 88 daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepsiblings,
 89 stepchildren, step grandchildren, and foster children. Employees shall be granted bereavement leave up
 90 to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. If requested,
 91 employees shall be granted an additional one (1) day of bereavement leave if the service is more than
 92 fifty (50) miles from the employee's home and the employee provides documentation of such.

93 If additional days are needed for bereavement of an immediate family member, employees can use up
 94 to four (4) additional sick days without the requirement of documentation from a medical provider. If
 95 additional time is needed, the employee should contact Human Resources to discuss available leave
 96 options, including accrued leave, unpaid leave, FMLA leave if applicable, and any reasonable
 97 accommodations that may be required by law. ~~If more than four (4) additional days are needed, the~~
 98 ~~employee will need to contact Human Resources to provide documentation and complete paperwork~~
 99 ~~for FMLA leave, pursuant to Board Policy 5.305.~~

100 The Director of Schools, or the Director's designee, will require documentation to verify the
 101 bereavement event or familial relationship involved in any bereavement leave claim. Employees will
 102 be responsible for completing bereavement documentation within five (5) working days of returning to
 103 work.
 104

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Legal References

1. [TRR/MS 0520-01-02-.04\(2\)](#)

Cross References

Workers' Compensation 3.602

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- 2. [TCA 49-5-710\(a\)\(1\); Public Acts of 2026, Chapter No. 1022](#) Orientation and Probation 5.107
- 3. [TCA 49-5-710\(a\)\(5\)](#) Short Term Leaves of Absence 5.300
- 4. [TCA 49-5-811](#) Family and Medical Leave 5.305
- 5. [TCA 49-5-803](#) Physical Assault Leave 5.307
- 6. [TCA 49-5-804; TCA 49-5-805](#)
- 7. [TCA 49-5-807](#)
- 8. [TCA 49-5-808\(i\), \(m\)](#)
- 9. [TCA 49-5-806\(d\)](#)
- 10. [TCA 49-5-801 et seq.](#)

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Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 09/01/11
		Rescinds: PER 20	Issued: 03/14/2306/23/26

1 Personal and professional leave shall be granted pursuant to the laws of the State of Tennessee and the
2 rules and regulations of the State Board of Education.

3 **CERTIFIED EMPLOYEES**

4 **Personal Leave:** Certified employees shall earn ~~four~~^{two} (42) personal days per year.¹ Any personal and
5 professional leave remaining unused at the end of a year shall be credited to sick leave, except as
6 provided below.²

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8 **2026-2027 School Year Transition Provision**

9 For the 2026-2027 school year only, as established by the Board-adopted school calendar, certified
10 personnel with twenty-six (26) or more years of experience who were eligible under the prior version of
11 this policy to retain up to five (5) earned personal days, may retain and use those earned personal days
12 during the 2026-2027 school year, not to exceed five (5) personal leave days.

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14 This transition provision shall expire at the conclusion of the 2026-2027 school year, as established by
15 the Board-adopted school calendar. Beginning with the 2027-2028 school year, all certified employees
16 shall earn four (4) personal leave days per year, and any unused personal
17 leave remaining at the end of the school year shall be credited to sick leave. No certified employee shall
18 be permitted to carry over or retain personal leave days beyond the 2026-2027 school year, except as
19 otherwise required by law, except in the case of the following circumstances:

- 21 ~~1. Certified personnel with ten (10) to fifteen (15) years of experience shall be able to retain up to~~
22 ~~three (3) earned personal days. One (1) of those days, if available, will roll over from the previous year.~~
23 ~~2. Certified personnel with sixteen (16) to twenty five (25) years of experience shall be able to retain~~
24 ~~up to four (4) earned personal days. Two (2) of those days, if available, will roll over from the previous~~
25 ~~year.~~
26 ~~3. Certified personnel with twenty six (26) or more years of experience shall be able to retain five~~
27 ~~(5) earned personal days. Three (3) of those days, if available, will roll over from the previous two (2)~~
28 ~~years.~~

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29 If, at the termination of services, any employee has been absent for more days than leave has been earned,
30 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
31 payment.

32 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 33 1. Except in emergency, each employee shall give the principal/supervisor at least one (1) day's
34 notice in writing of intent to take personal leave;

2. The approval of the principal/supervisor shall be required.³
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period;
 - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the ~~local board of education~~ Board of Education prior to the commencement of the school year; or
 - e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the ~~local board of education~~ Board of Education prior to the commencement of the school year.

3. A certified employee requesting to use four (4) personal leave days consecutively must receive prior approval from the Human Resources Director or the Director's designee.

Professional Leave: Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.⁴

Certified educators may request professional leave by submitting the request to the school principal at least five (5) days prior to the requested leave of absence. Professional day requests in excess of one (1) day per year must be approved by the Assistant Superintendent of Curriculum and Instruction. In addition, certified employees shall be granted leave to serve on any board or commission of the State when the appointment is made by the Governor or General Assembly.

Approved professional leave shall not be counted against any other accumulated leave credits.

Requests for professional leave shall be submitted to the principal/supervisor at least five (5) days prior to requested leave of absence.

e. ▲

CLASSIFIED EMPLOYEES

Full-time classified staff will earn ~~one two (2)~~ personal days per semester, for a total of four (4) personal days per fiscal year. Personal leave for classified employees shall be used for personal reasons and shall be subject to prior approval by the employee's supervisor. A classified employee requesting to use four (4) personal leave days consecutively must receive prior approval from the Human Resources Director or the Director's designee.

Personal leave may be denied based on operational needs, including staffing levels, work schedules, service obligations, mandatory training, or other circumstances in which the employee's absence would interfere with the efficient operation of the school system.

-Any classified personal days-leave remaining unused at the end of the fiscal year shall be credited to sick leave.

If, at the termination of employment, a classified employee has been absent for more days than the employee has earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment, to the extent permitted by law.

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Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3); ~~Public Acts of 2026, Chapter No. 1022~~
- ~~2.~~ TCA 49-5-711(a)
- ~~3.~~ TCA 49-5-711(c)(1)
- ~~4.~~ TCA 49-5-205

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Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Title IX and Sexual Harassment	Descriptor Code: 6.3041	Issued Date: 11/28/23
		Rescinds: 6.3041	Issued: 08/25/20

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment
3 and discrimination on the basis of sex are prohibited.¹ This policy shall cover employees, employees'
4 ~~behaviors~~conduct, students, and students' behaviors while on school property, at any school-sponsored
5 activity, on school-provided equipment or transportation, or at any official school bus stop in accordance
6 with federal law. This policy shall be disseminated annually to all school staff, students, and
7 parent(s)/guardian(s).² The Title IX Coordinator as well as any personnel chosen to facilitate the
8 grievance process shall not have a conflict of interest against any party of the complaint.³ These
9 individuals shall receive annual training as to how to promptly and equitably resolve student and
10 employee complaints.³

11 All employees shall receive training on complying with this policy and federal law.⁴

12 **TITLE IX COORDINATOR⁵**

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of
14 sexual harassment. They shall be kept informed by school-level personnel of all investigations and shall
15 provide input on an ongoing basis as appropriate. The Board of Education designates and authorizes the
16 following individuals to oversee and coordinate its efforts to comply with Title IX and its implementing
17 regulations:

18 Ken Rocha- Primary Coordinator for Student-Related Title IX Complaints or Concerns
19 Assistant Superintendent of Student Support Services
20 2552 South Church Street
21 Murfreesboro, TN 37127
22 615-893-2313, Ext. 10029
23 Ken.rocha@cityschools.net

24 Maria Johnson- Primary Coordinator Employee-Related Title IX Complaints or Concerns
25 Director of Human Resources and Educator Effectiveness
26 2552 South Church Street
27 Murfreesboro, TN 37027
28 615-893-2313, Ext. 10036
29 Maria.johnson@cityschools.net

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1 **DEFINITIONS⁴**

2 “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual
3 harassment.

4 “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute
5 sexual harassment.

6 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:³

- 7** 1. A school district employee conditioning an aid, benefit, or service of an education program or
8 activity on an individual’s participation in unwelcome sexual conduct;
- 9** 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and
10 objectively offensive that it effectively denies a person equal access to the education program
11 or activity; or
- 12** 3. Sexual assault,⁶ dating violence,⁷ domestic violence,⁸ or stalking⁹ as defined in state and ~~federal~~
13 ~~law~~federal law.

14 Behaviors that constitute sexual harassment may include, but are not limited to:

- 15** 1. Sexually suggestive remarks;
- 16** 2. Verbal harassment or abuse;
- 17** 3. Sexually suggestive pictures;
- 18** 4. Sexually suggestive gesturing;
- 19** 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
- 20** 6. Subtle or direct propositions for sexual favors; and
- 21** 7. Touching of a sexual nature.

22 Sexual harassment may be directed against a particular person or persons, or a group, whether of the
23 opposite sex or the same sex.

24 “Supportive measures” are non-disciplinary, non-punitive, individualized services and shall be offered
25 to the complainant and the respondent, as appropriate. These measures may include, but are not limited
26 to, the following:

- 27** 1. Counseling;
- 28** 2. Course modifications;
- 29** 3. Schedule changes; and
- 30** 4. Increased monitoring or supervision.

31 The measures offered to the complainant and the respondent shall remain confidential to the extent that
32 maintaining such confidentiality would not impair the ability of the school district to provide the
33 supportive measures.

34 **GRIEVANCE PROCESS**

35 Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the
36 Title IX Coordinator shall:

- 37** 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 38** 2. Consider the complainant’s wishes with respect to supportive measures;
- 39** 3. Inform the complainant of the availability of supportive measures; and
- 40** 4. Explain the process for filing a formal complaint.¹⁰

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1 While the ~~school district~~District will respect the confidentiality of the complainant and the respondent
2 as much as possible, some information may need to be disclosed to appropriate individuals. All
3 disclosures shall be consistent with the ~~school district~~District's legal obligations and the necessity to
4 investigate allegations of harassment and take disciplinary action.

5 The respondent shall be presumed not responsible for the alleged conduct unless and until a
6 determination regarding responsibility is made at the conclusion of the grievance process. Disciplinary
7 consequences or sanctions shall not be initiated against the respondent until the grievance process has
8 been completed. Unless there is an immediate threat to the physical health or safety of any student
9 arising from the allegation of sexual harassment that justifies removal, the respondent's placement
10 shall not be changed.¹¹ If the respondent is an employee, they may be placed on administrative leave
11 during the pendency of the grievance process.¹² The Title IX Coordinator shall keep the Director of
12 Schools informed of any employee respondents so that they can make any necessary reports to the
13 State Board of Education in compliance with state law.¹³

14 **Complaints**

15 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall
16 immediately report such information to the Title IX Coordinator, however, nothing in this policy requires
17 a complainant to either report or file a formal complaint within a certain timeframe. If the complaint
18 involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

19 If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate
20 notification shall be made ~~per pursuant to the board policy on reporting child abuse~~Board Policy 6.409.

21 Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:¹⁴

- 22 1. Provide written notice of the allegations, and the grievance process to all known parties to give
- 23 the respondent time to prepare a response before an initial interview;
- 24 2. Inform the parties of the prohibition against making false statement or knowingly submitting
- 25 false information;
- 26 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 27 4. Offer supportive measures in an equitable manner to both parties.

28 ~~If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,~~
29 ~~shall be provided to both parties simultaneously.~~¹⁵

30 **Initial Assessment and Dismissal of Formal Complaints**

31 Upon receipt of a formal complaint, the Title IX Coordinator shall conduct an initial assessment to
32 determine whether the alleged conduct, if true, would constitute sexual harassment as defined by this
33 policy and applicable law.¹⁵

34 The Title IX Coordinator may consolidate formal complaints involving allegations of sexual harassment
35 arising out of the same facts or circumstances, including complaints involving more than one
36 complainant, more than one respondent, or allegations by one party against another party, when
37 consolidation is appropriate and consistent with applicable law.¹⁶

38 The Title IX Coordinator may dismiss a formal complaint or allegations therein if:¹⁷

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- 1 1. The District is unable to identify the respondent after taking reasonable steps to do so;
- 2 2. The alleged conduct, even if proven, would not constitute sex discrimination or sexual
- 3 harassment prohibited by Title IX or this policy;
- 4 3. The alleged conduct did not occur within the District’s education program or activity;
- 5 4. The complainant voluntarily withdraws the complaint or allegations, and the remaining alleged
- 6 conduct, if any, would not constitute a violation of this policy even if proven; or,
- 7 5. The respondent is no longer enrolled in or employed by the District.

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8 Prior to dismissal under this section, the Title IX Coordinator may communicate with the complainant
9 and make reasonable efforts to clarify the allegations. A dismissal under this section does not prevent
10 the District from addressing the alleged conduct under Board policies or procedures. Following
11 dismissal, the Title IX Coordinator shall determine whether supportive measures or other appropriate
12 actions are necessary to prevent recurrence and ensure continued access to the District’s education
13 programs and activities.

14 If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,
15 shall be provided to both parties simultaneously.¹⁷

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16 ▲ Either party may appeal a dismissal of a formal complaint on the following bases only:¹⁷

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- 17 1. A procedural irregularity that affected the dismissal decision;
- 18 2. New evidence that was not reasonably available at the time the dismissal decision was made and
- 19 that could affect the outcome; or
- 20 3. A conflict of interest or bias by the Title IX Coordinator, investigator, decision-maker, or other
- 21 Title IX personnel that affected the dismissal decision.

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22 Dissatisfaction or disagreement with the dismissal decision alone shall not constitute a sufficient basis
23 for appeal.

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24 ▲ Investigations¹⁸⁶

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25 The Title IX Coordinator shall oversee all complaints and reports alleging conduct that may constitute
26 sexual harassment under this policy. The Title IX Coordinator may conduct the investigation or designate
27 a trained investigator to conduct the investigation on behalf of the district.

28 School administrators and supervisors receiving reports or complaints alleging conduct that may
29 constitute sexual harassment shall promptly refer the matter to the Title IX Coordinator.
30 For complaints of student on student harassment, the principal shall serve as the investigator and be
31 responsible for investigating complaints in an equitable manner that involves an objective evaluation of
32 all relevant evidence. For complaints of employee on student or employee on employee harassment, the
33 Human Resources Department or Title IX Coordinator will investigate. The burden for obtaining
34 evidence sufficient to reach a determination regarding responsibility rests on the school district and not
35 the complainant or respondent.

36 Once a complaint is received, the Investigator shall initiate an investigation within forty-eight (48) hours
37 of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the
38 investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons
39 why the investigation was not initiated within the required timeframe. If the Title IX Coordinator is
40 serving as the investigator, the documentation shall be provided to the Director of Schools.

1 All investigations shall be completed within twenty (20) calendar days from the receipt of the initial
2 complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall
3 provide the Title IX Coordinator with appropriate documentation detailing the reasons why the
4 investigation was not initiated or completed within the required timeframe. If the Title IX Coordinator
5 is serving as the investigator, the documentation shall be provided to the Director of Schools.

6 The Title IX Coordinator or investigator shall communicate with the parties regarding delays, extensions,
7 or the need for additional time due to witness availability, school breaks, law enforcement activity,
8 complexity of allegations, or other good cause. When a temporary delay or limited extension is
9 necessary, the district shall provide written notice to the complainant and respondent of the delay or
10 extension and the reason(s) for the action.

11 All investigations shall:

- 12 1. Provide an equal opportunity for the parties to present witnesses and evidence;
- 13 2. Not restrict the ability of either party to discuss the allegations under investigation or gather and
14 present relevant evidence;
- 15 3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that
16 seek disclosure of information protected under a legally recognized privilege unless such
17 privilege has been waived;¹⁹⁷
- 18 4. Provide the parties with the same opportunities to have others present during any grievance
19 proceeding;
- 20 5. Provide to parties whose participation is requested written notice of the date, time, location,
21 participants, and purpose of all investigative interviews, or other meetings, with sufficient time
22 for the party to prepare to participate;
- 23 6. Provide both parties an equal opportunity to inspect and review any evidence directly related to
24 the allegations in the formal complaint; and
- 25 7. Result in the creation of an investigative report that fairly summarizes relevant evidence.▲
26 a. Prior to the completion of the investigative report, the investigator shall send to each
27 party the evidence subject to inspection and review.▲
28 b. All parties shall have at least ten (10) days to submit a written response to the evidence
29 provided, which shall be taken into consideration in creating the final investigative
30 report.▲

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31 Within the parameters of the Family Educational Rights and Privacy Act,¹²⁰⁸ the Title IX Coordinator
32 shall keep the complainant and the respondent informed of the status of the investigation process. At
33 the close of the investigation, a written final report on the investigation will be delivered to the
34 parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the Director of
35 Schools.

36 **Determination of ~~Responsibility~~¹⁹ Responsibility²¹**

37 The respondent is presumed not responsible for the alleged conduct until a determination regarding
38 responsibility is made at the conclusion of the grievance process.²⁰⁻²² The preponderance of the evidence
39 shall be used in making this determination.²³⁺

1 The Director of Schools, or their trained and impartial designee, shall act as the decision-maker. In no
 2 circumstances shall the investigator also serve as the decision-maker. They shall receive the final report
 3 of the investigation and allow each party the opportunity to submit written questions that they want asked
 4 of any party or witness prior to the determining responsibility.

5 The decision-maker shall make a determination regarding responsibility and provide the written
 6 determination to the parties simultaneously along with information about how to file an appeal.

7 A substantiated charge against a student may result in corrective or disciplinary action up to and
 8 including expulsion. A substantiated charge against an employee shall result in disciplinary action up to
 9 and including termination.

10 After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant
 11 to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine
 12 whether any other actions are necessary to prevent reoccurrence of the harassment.

13 APPEALS²² APPEALS²⁴

14 Either party may appeal from a determination of responsibility based on a procedural irregularity that
 15 affected the outcome, new evidence that was not reasonably available at the time of the determination
 16 that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or
 17 any personnel chosen to facilitate the grievance process. Dissatisfaction or disagreement with the
 18 outcome, sanction, disciplinary consequence, or factual findings alone shall not constitute a sufficient
 19 basis for appeal. Appeals shall be submitted to the Title IX Coordinator within ten (10) days of a
 20 determination of responsibility.

21 Upon receipt of an appeal, the Title IX Coordinator shall:

- 22 1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
- 23 2. Notify the parties in writing.

24 During the appeal process, the parties shall have a reasonable, equal opportunity to submit written
 25 statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing
 26 the result of the appeal and the rationale for the result. The written decision shall be provided
 27 simultaneously to both parties.

28 RETALIATION²³ RETALIATION²⁵

29 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
 30 participate in any investigation of an act alleged in this policy is prohibited.

32 RECORDKEEPING²⁶

33 The District shall maintain records relating to reports, formal complaints, investigations, supportive
 34 measures, informal resolutions, appeals, training materials, and responses required under this policy in
 35 accordance with applicable law and District records retention practices.

36 Records shall be maintained for the period required by state and federal law.

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Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. [34 C.F.R. § 106.45\(e\)](#)
17. [34 C.F.R. § 106.45\(d\)](#)
- 16-18. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
- 17-19. 34 CFR § 106.45(b)(1)(x)
- 18-20. 20 USCA § 1232g
- 19-21. 34 CFR § 106.45(b)(7)
- 20-22. 34 CFR § 106.45(b)(1)(iv)
- 21-23. 34 CFR § 106.45(b)(1)(vii)
- 22-24. 34 CFR § 106.45(b)(8)
25. 34 CFR § 106.71
- 23-26. [34 C.F.R. § 106.45\(b\)\(10\)](#)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Discrimination/Harassment of Employees (Sexual, Racial,
Ethnic, Religious) 5.500
Complaints and Grievances 5.501
Staff-Student Relations 5.610
Code of Conduct 6.300
Student Discrimination, Harassment, Bullying, Cyber-
bullying, and Intimidation 6.304
Student Concerns 6.305
Reporting Child Abuse 6.409

Agenda Item Title: Surplus Items

Board Meeting Date: June 23, 2026

Department: Finance and School Operations

Presented by: Trey Duke

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
iPad	21-02356	Apple	8th Generation	DMQFQD15Q1GC	\$0

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 _____
Ally Stul _____ Date 6/8/26
 Supervisor _____ Date _____
April Rawson _____ Date 6/12/26
 Assistant Superintendent of School Operations or Director of Technology _____
Thy Dula _____ Date 6/16/26
 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: _____

SPDF

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
Amazon Kindle	958681	Amazon	D00901	will not update	
Amazon Kindle	958679	Amazon	D00901	11	
Amazon Kindle	958678	Amazon	D00901	11	

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

Principal _____ SCHOOL _____ date _____

Supervisor Alex Stankel date 6/11/26

Director of Schools April Zaire Taylor date 6/14/26

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.

Has not worked in 2yrs

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Brother Fax Machine	None listed Ø	Brother	IntelliFax 2820	U61325L9N 23591	Ø

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 OCE Date 6/8/26
Principal

Supervisor _____ Date _____

[Signature] Date 6/11/26
Assistant Superintendent of School Operations or Director of Technology

[Signature] Date 6/10/26
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: _____



brother

MODEL
FAX-2820 V

MANUFACTURED : NOVEMBER 2009 N

SER. NO. U61325L9N235951



BROTHER INDUSTRIES (VIETNAM) LTD.
Phuc Dien Industrial Zone Cam Phuc Commune,
Cam giang Dist Hai Duong Province, Vietnam

This product complies with FDA performance standards for laser products except for deviations pursuant to Laser Notice No.50, dated July 26, 2001.

110V-120V ~ 50 / 60Hz 8.8A

FC Complies with Part 68, FCC Rules HAC
FCC Registration No.US:B3QFA06B8X5A13
REN(US):0.6B
Connectors:USOC RJ11C

BROTHER INDUSTRIES, LTD.

MADE II

Robotics pod

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.
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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
• Copier		Toshiba	Studio 250		
↳ personal copier left by nonrenewed teacher years ago. Toner removed.					
• PVC Soccer goal set					

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 [Signature] School KRE Date 6-10-26

Supervisor _____ Date _____
 Assistant Superintendent of School Operations or Director of Technology [Signature] Date 6/11/26

Director of Schools [Signature] Date 6/12/26

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: _____



TOSHIBA

w w w . d b m u s a . c o m
Digital
Business Machines

Phone (615) 370-4211 • Fax (615) 370-4532

Equip ID # AC - 0549



06/04/26

Equipment	Asset Tag	Make	Model	Serial Number	Value
iPad	2393	Apple	iPad 2	DN6FP4QCDKPI	\$0
iPad	2752	Apple	iPad 2	DN6GK61BDH4HW	\$0
iPad	2775	Apple	iPad 2	DN6GJYV4HDFH4W	\$0
iPad	6298	Apple	7th Generation	DMQCVAWMMF3M	\$0
iPad	6299	Apple	7th Generation	DMPCWLU7MF3M	\$0
iPad	6300	Apple	7th Generation	DMPCW3DCMF3M	\$0
iPad	6301	Apple	7th Generation	DMPCWKJGMF3M	\$0
iPad	6302	Apple	7th Generation	GG7CXF4RMF3M	\$0
iPad	6303	Apple	7th Generation	GG7CXD08MF3M	\$0
iPad	6655	Apple	7th Generation	F6MD2934MF3M	\$0
iPad	6656	Apple	7th Generation	F6MD26GJMF3M	\$0
iPad	6658	Apple	7th Generation	F6MD25SMMF3M	\$0
iPad	6660	Apple	7th Generation	F6MD27BDMF3M	\$0
iPad	6661	Apple	7th Generation	F6MD25SBMF3M	\$0
iPad	6662	Apple	7th Generation	F6MD26X6MF3M	\$0
iPad	6663	Apple	7th Generation	F6MD27N8MF3M	\$0
iPad	6664	Apple	7th Generation	F6MD28D2MF3M	\$0
iPad	6665	Apple	7th Generation	F6MD25K0MF3M	\$0
iPad	6666	Apple	7th Generation	F6MD28R0MF3M	\$0
iPad	6667	Apple	7th Generation	F6MD24HZMF3M	\$0
iPad	6668	Apple	7th Generation	F6MD2504MF3M	\$0
iPad	6669	Apple	7th Generation	F6MD26J0MF3M	\$0
iPad	6670	Apple	7th Generation	F6MD26SPMF3M	\$0
iPad	6671	Apple	7th Generation	F6MD26VQMF3M	\$0
iPad	6672	Apple	7th Generation	F6MD26EAMF3M	\$0
iPad	6674	Apple	7th Generation	F6MD28LSMF3M	\$0
iPad	958650	Apple	iPad Air (1st Generation)	DMQMWSS8VFK10	\$0
iPad	960281	Apple	iPad Mini 4	F9FTP5KGGHKU	\$0
iPad	961039	Apple	iPad 6th Generation	GG7XFEUGJF8J	\$0
iPad	962146	Apple	7th Generation	GG7CRX4FMF3M	\$0
iPad	962147	Apple	7th Generation	GG7CRVTJMF3M	\$0
iPad	962148	Apple	7th Generation	GG7CRWNMMF3M	\$0

iPad	962150	Apple	7th Generation	GG7CRVC4MF3M	\$0
iPad	962151	Apple	7th Generation	GG7CRW53MF3M	\$0
iPad	962152	Apple	7th Generation	GG7CRVC6MF3M	\$0
iPad	962154	Apple	7th Generation	GG7CRU7TMF3M	\$0
iPad	962155	Apple	7th Generation	GG7CRV6ZMF3M	\$0
iPad	962156	Apple	7th Generation	GG7CRV42MF3M	\$0
iPad	962157	Apple	7th Generation	GG7CRU7CMF3M	\$0
iPad	962158	Apple	7th Generation	GG7CRUBRMF3M	\$0
iPad	962159	Apple	7th Generation	GG7CRW6CMF3M	\$0
iPad	21-029374	Apple	8th Generation	BMQFQAE9Q1GG	\$0
iPad	21-03584	Apple	7th Generation	FNXJ31WGMF3M	\$0
iPad	21-04041	Apple	9th Generation	CM6NYQRW12	\$0
iPad	21-04043	Apple	9th Generation	JCQW52K1P4K	\$0

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.

Qty
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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Filing cabinets		H DN			\$50.00 each
Podium					\$50.00
Podium					\$50.00
Office chairs					\$50.00 each
rolling shelf					\$50.00
book shelf					\$50.00
staff desk					\$100.00
wood bench					\$150.00
staff desk					\$100.00
pad storage					\$75.00
Play fridge					\$75.00
Play kitchen					\$75.00
Play tables					\$50.00
wood hanging hooks					\$100.00 each
wood display cases					

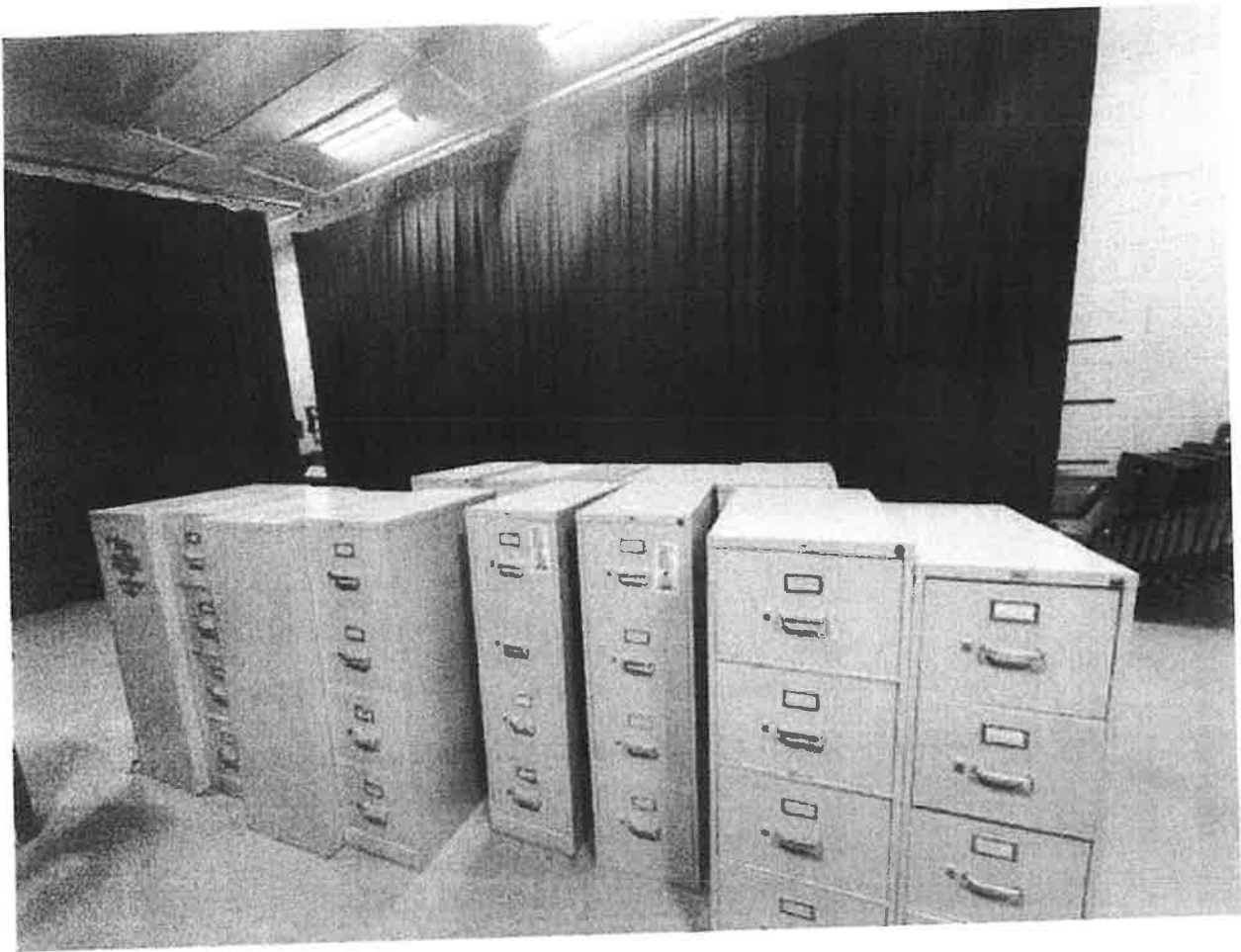
In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

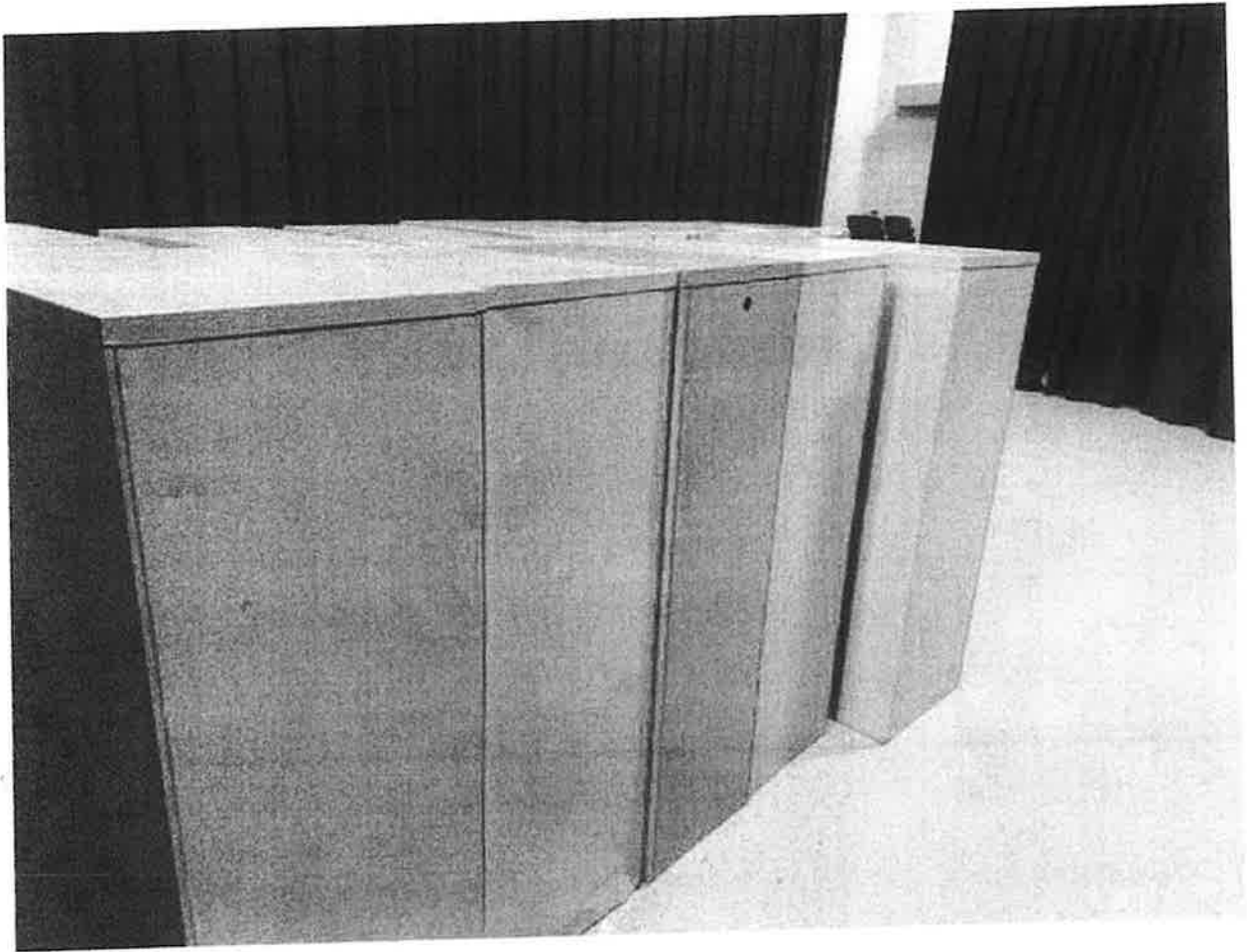
Principal: [Signature] School CUA Date 6/16/24
 Supervisor: [Signature] Date 6/17/24
 Director of Schools: [Signature] Date 6/17/24
 Board Chairman: _____ Date _____

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

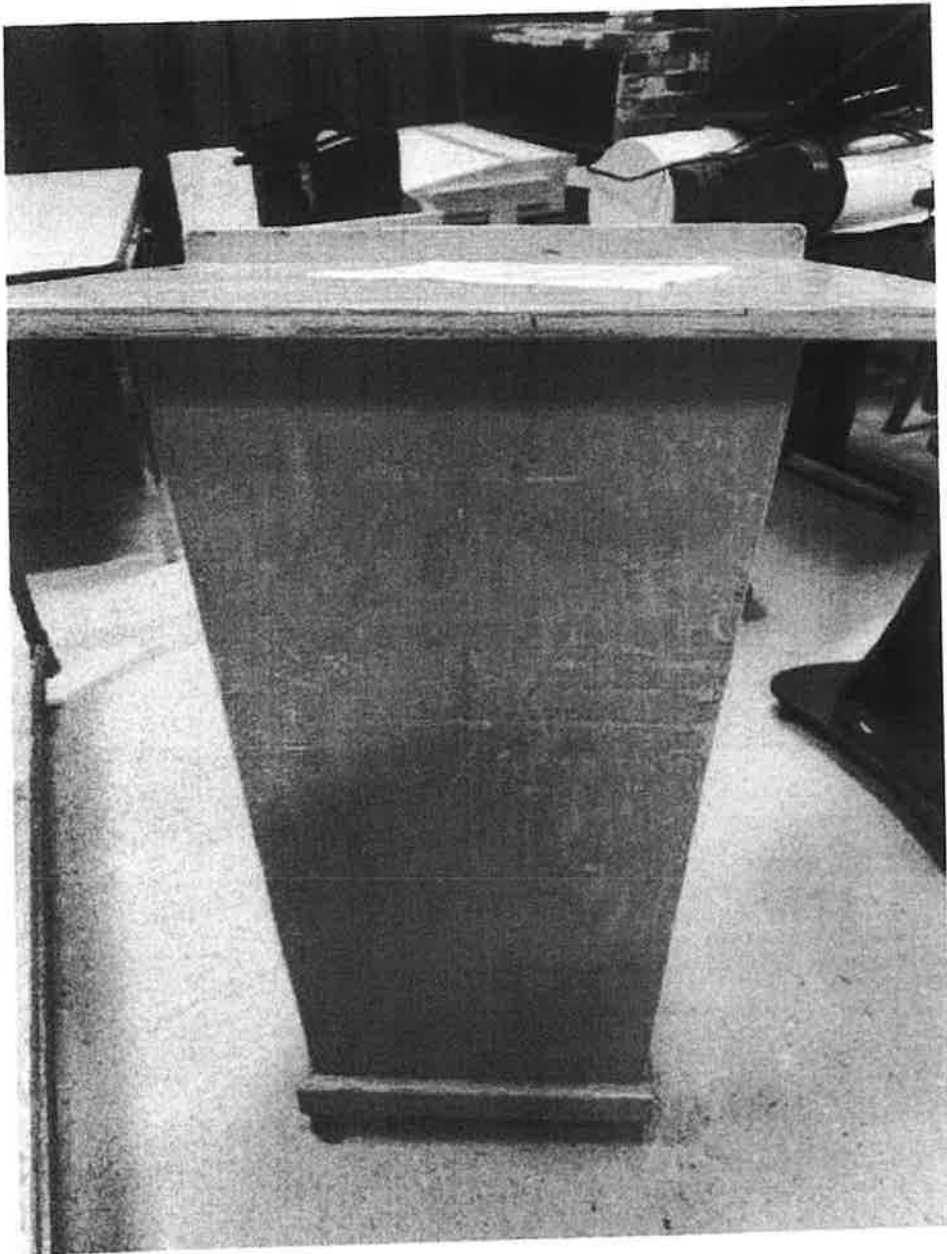
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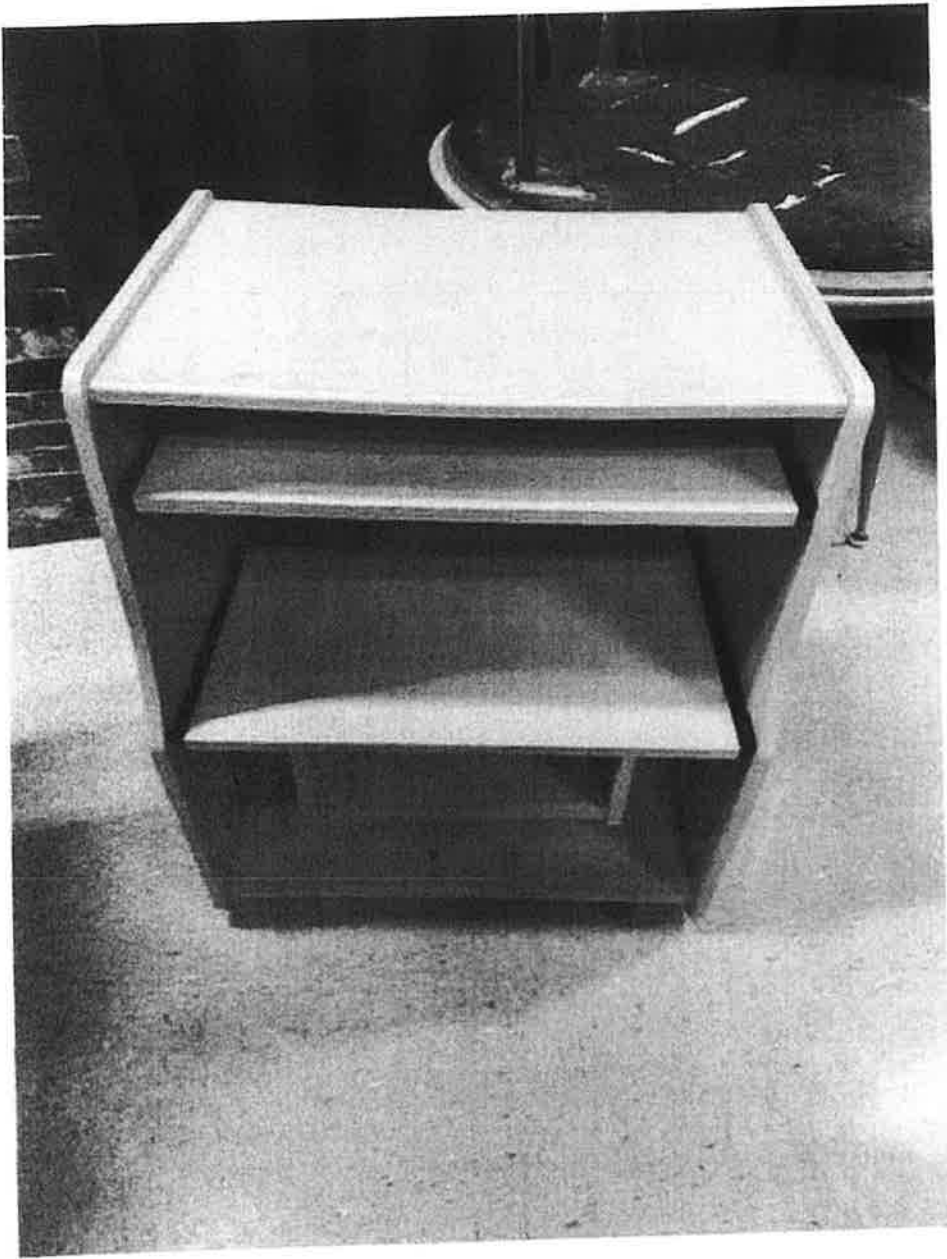


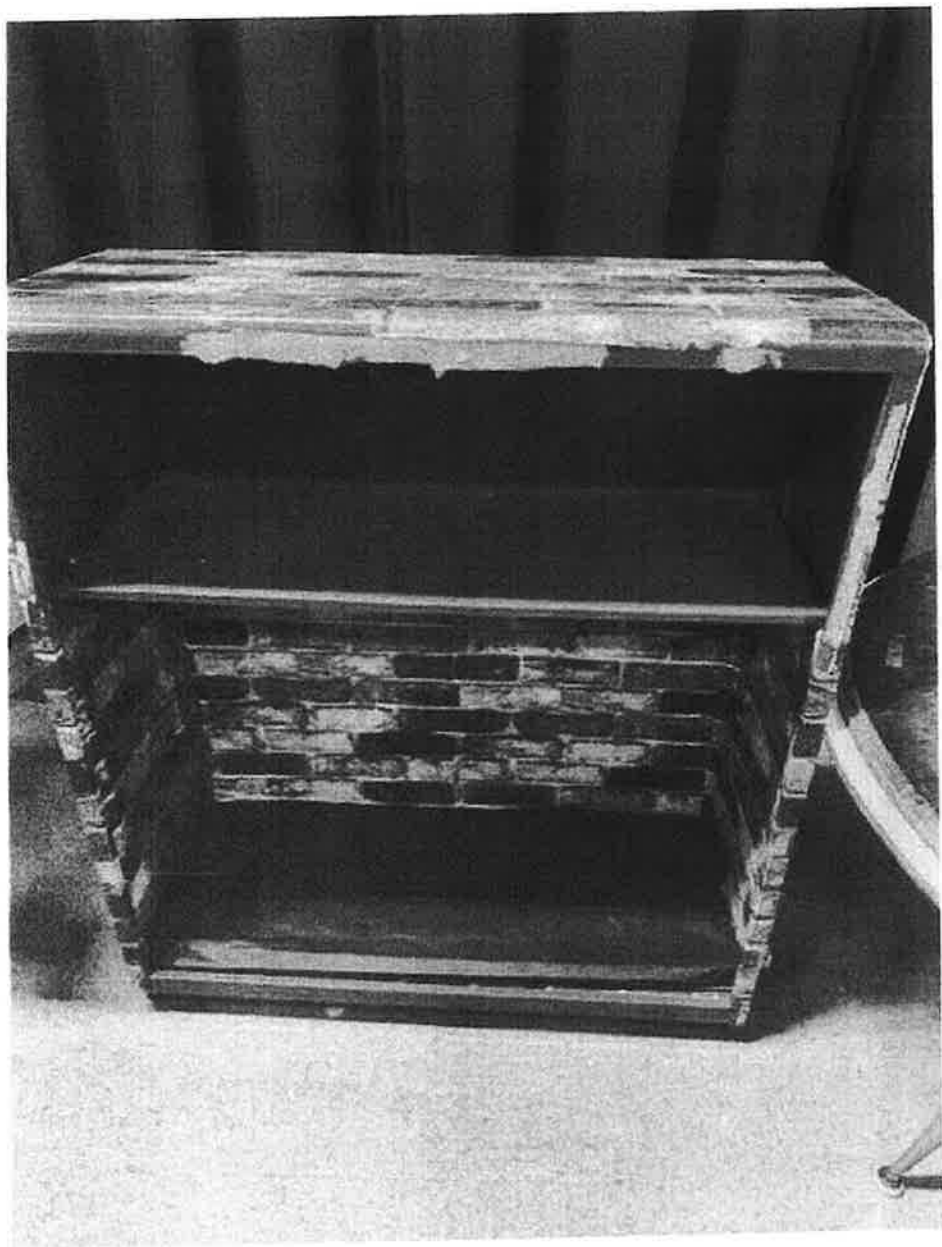


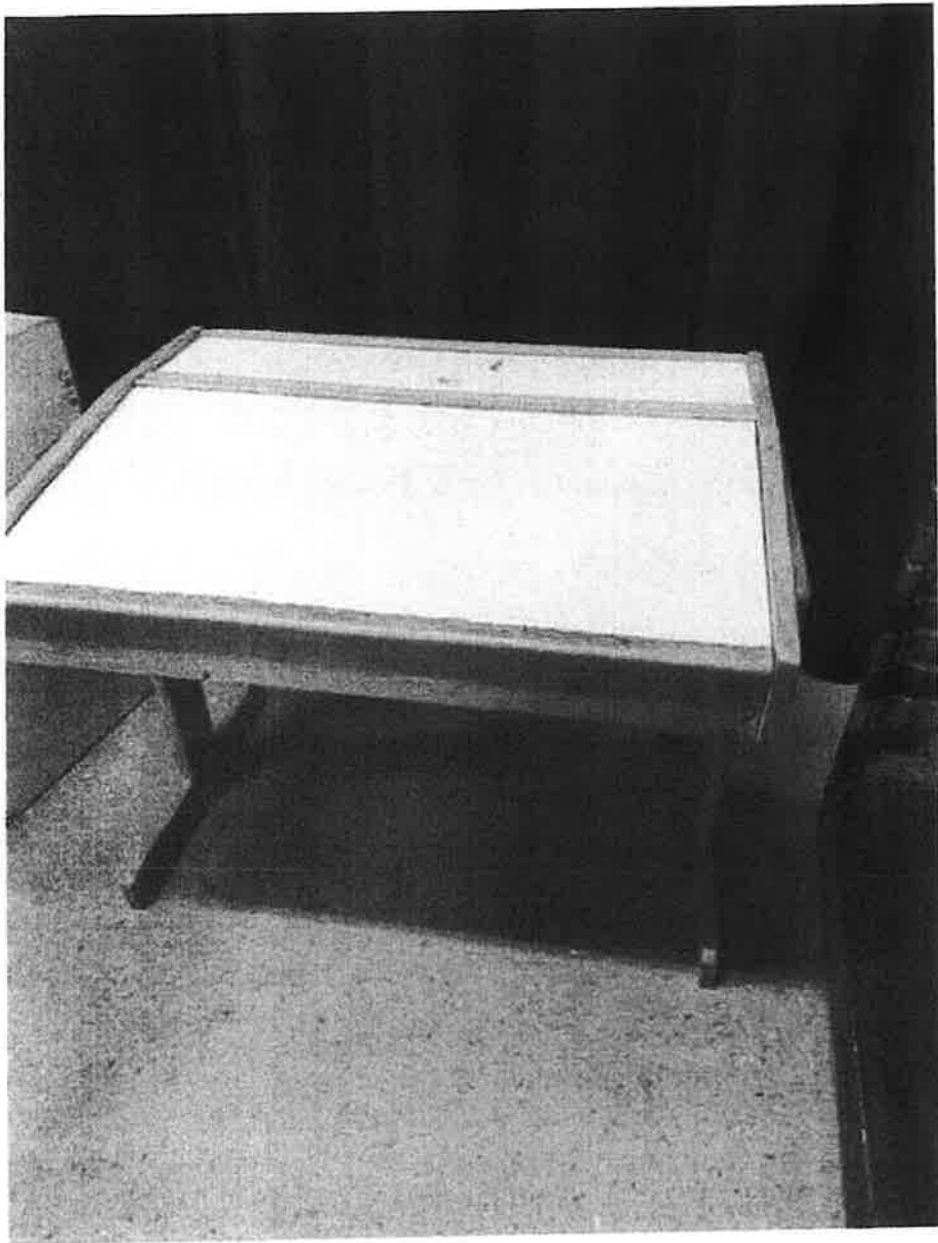


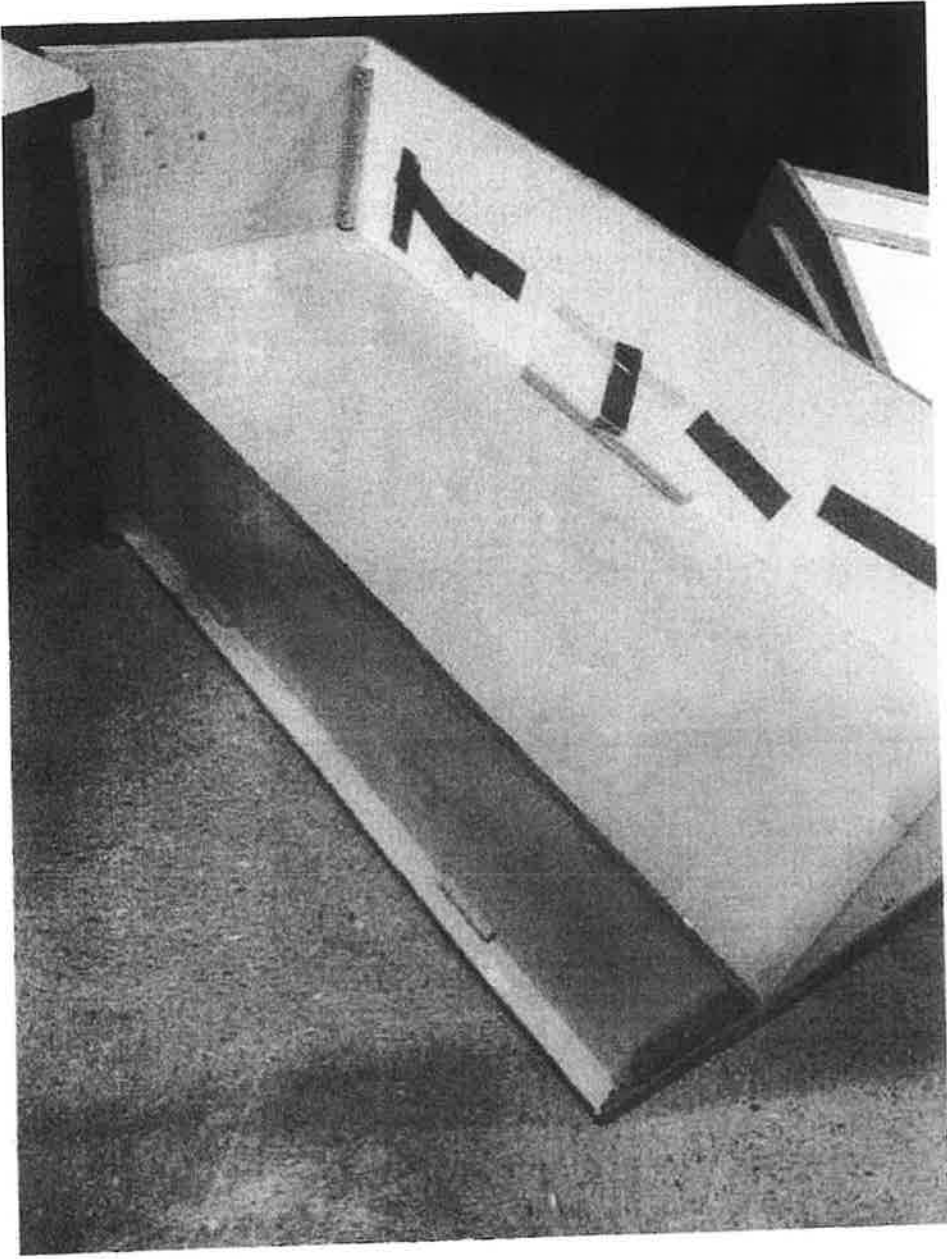


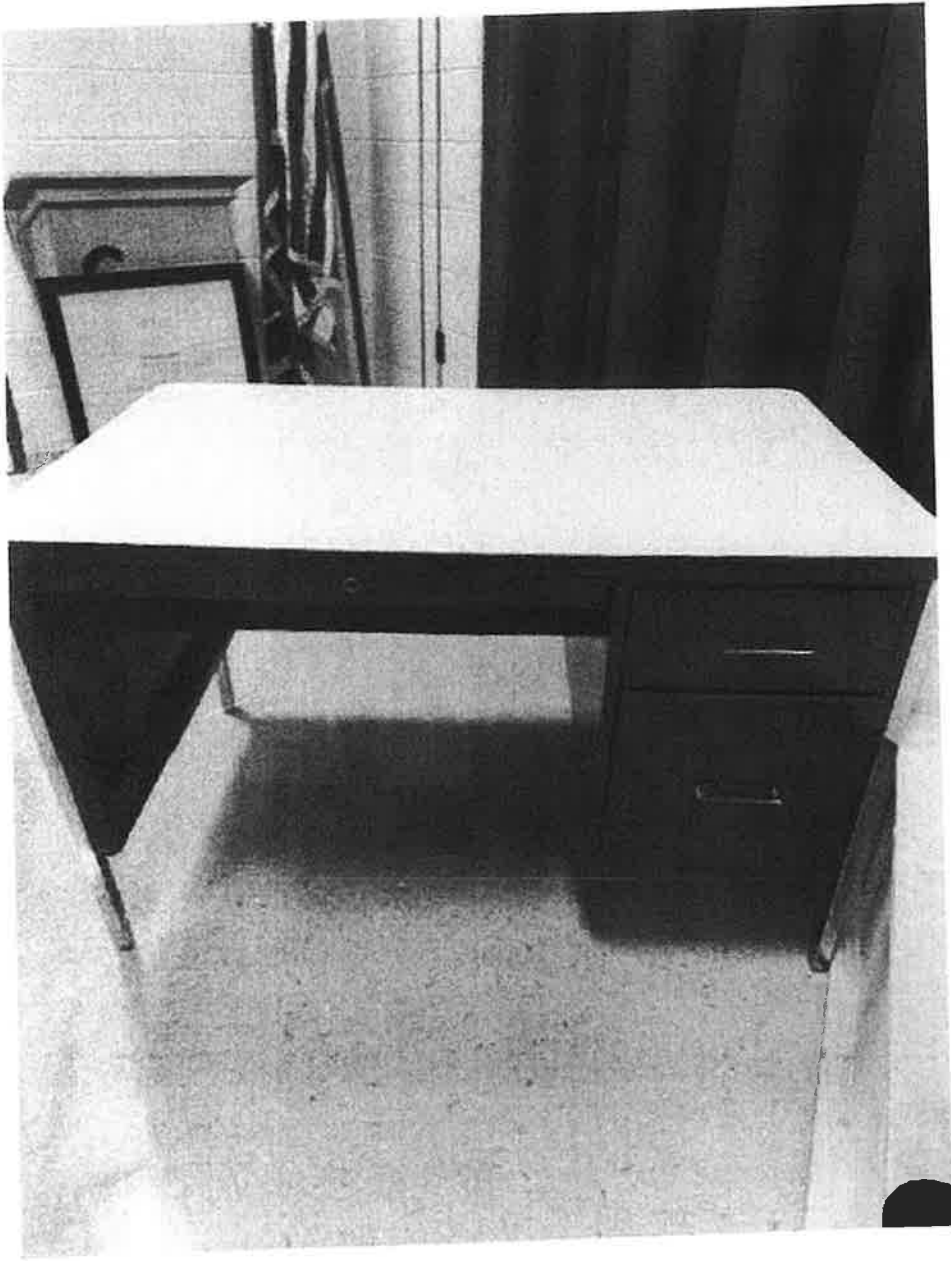




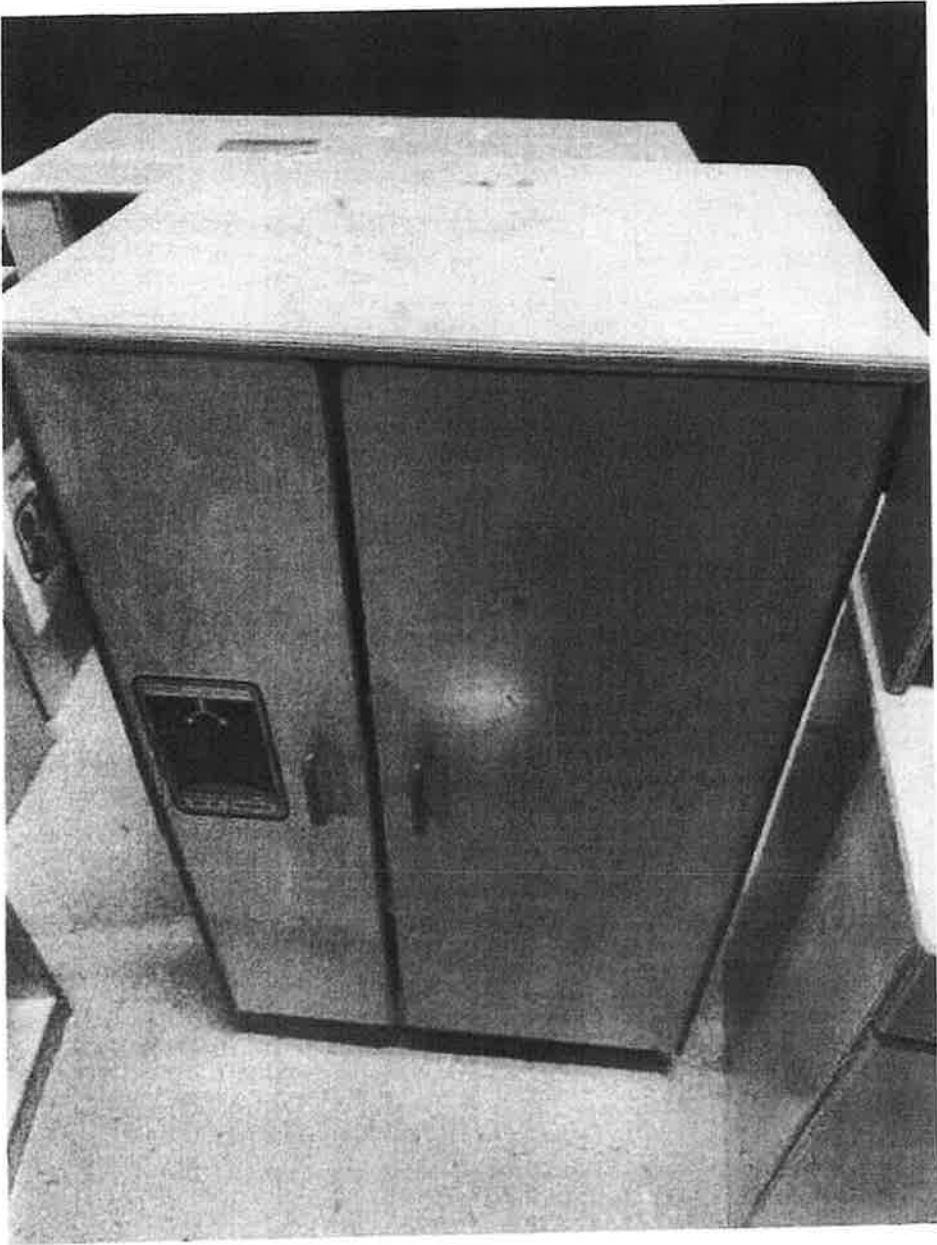


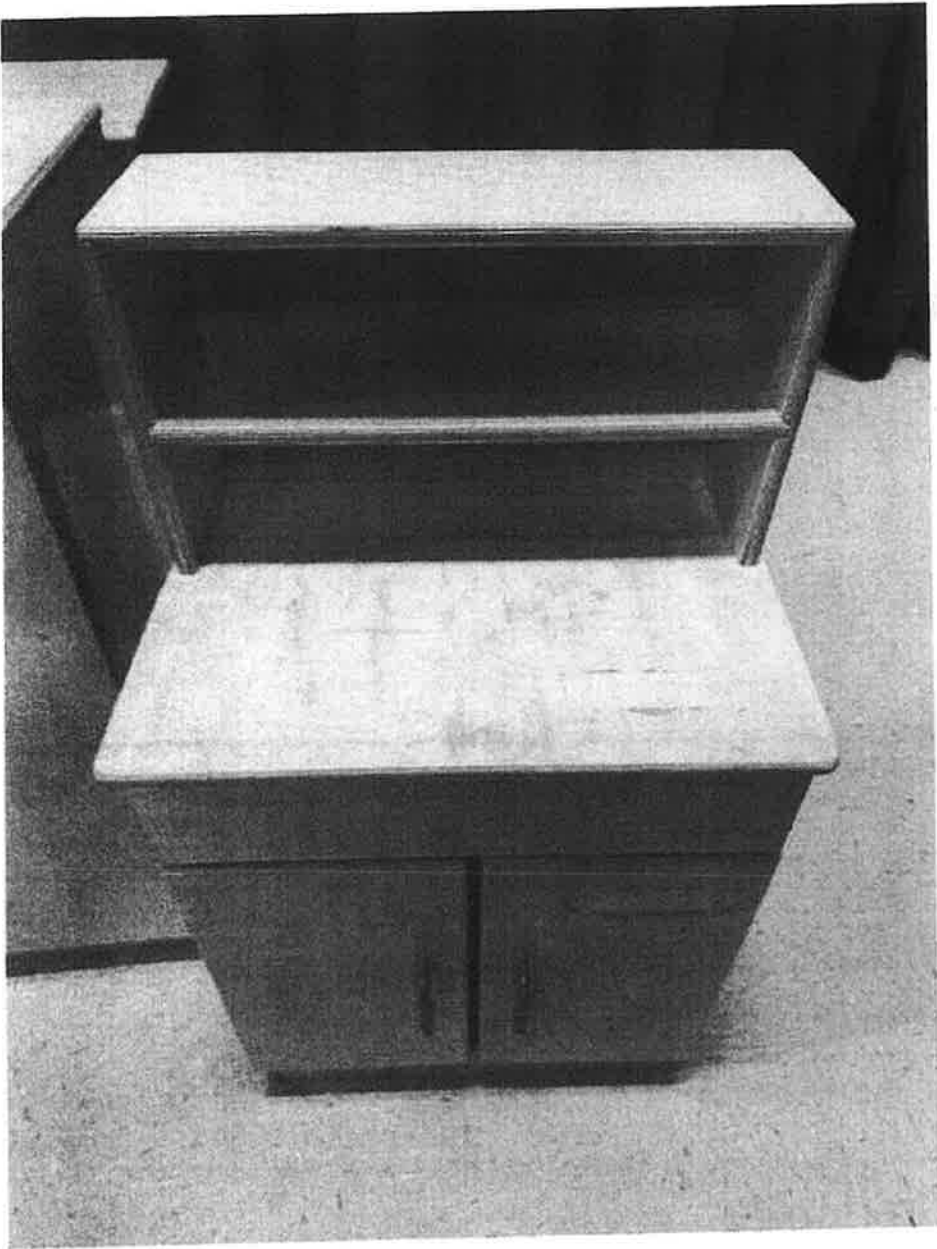


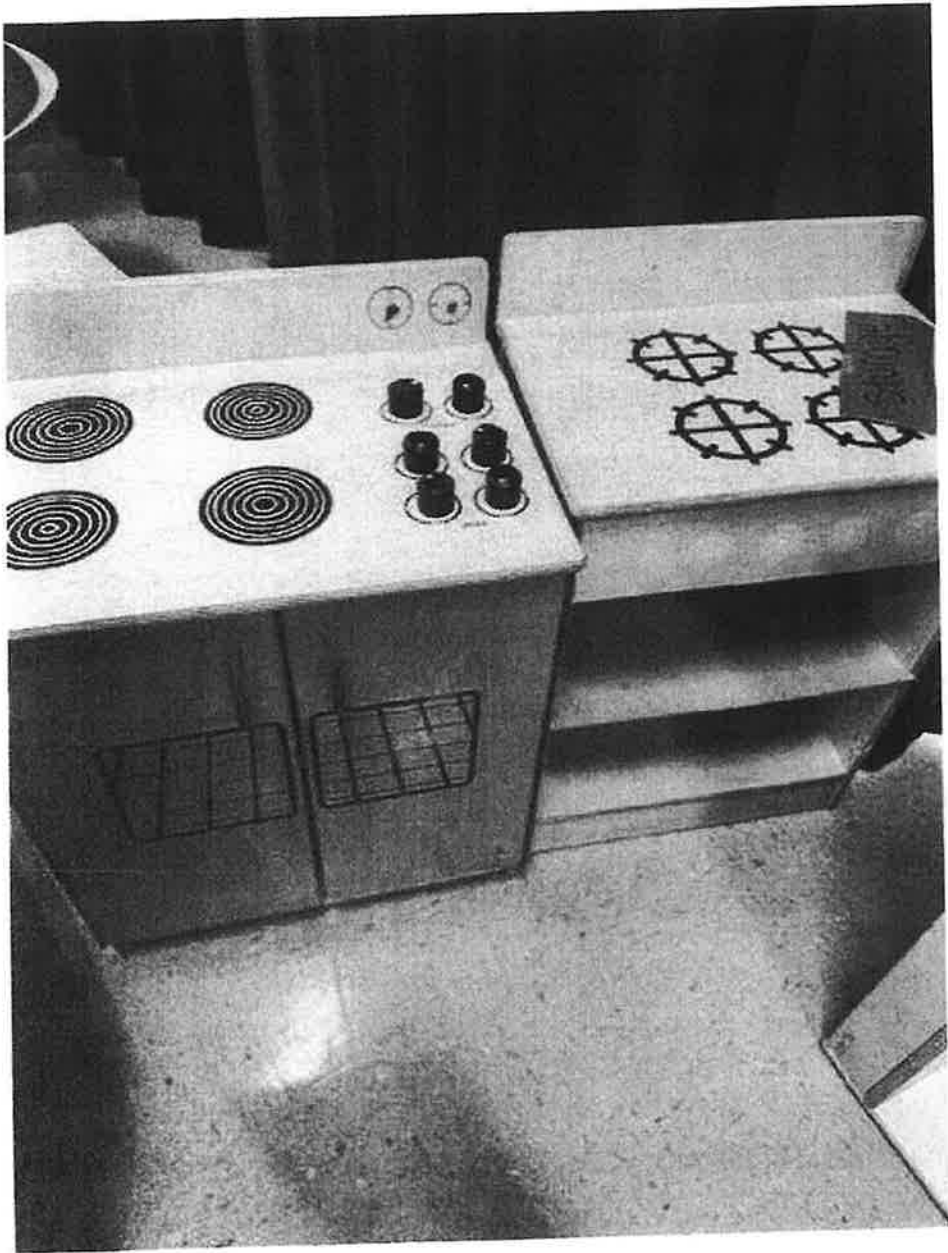


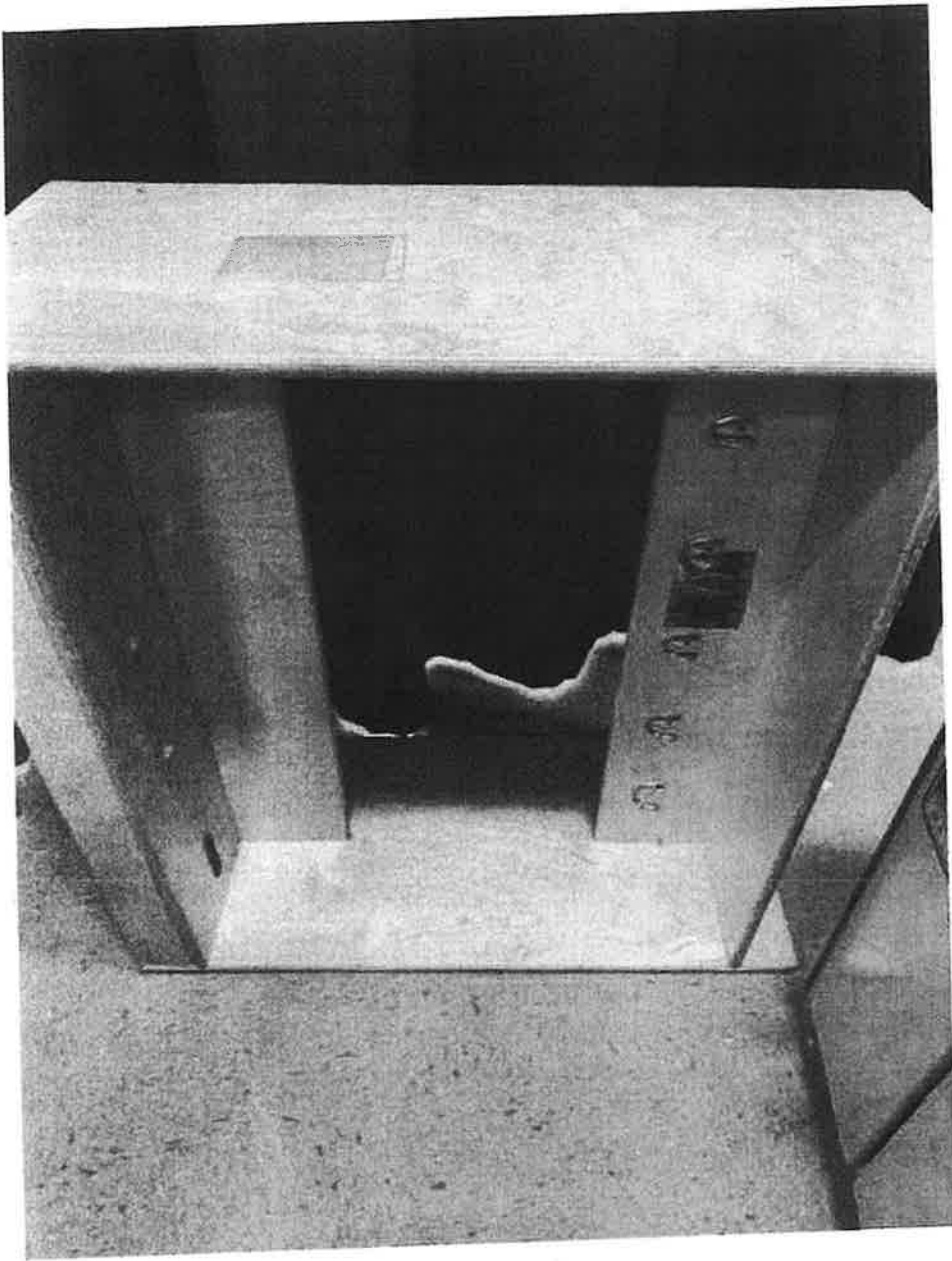


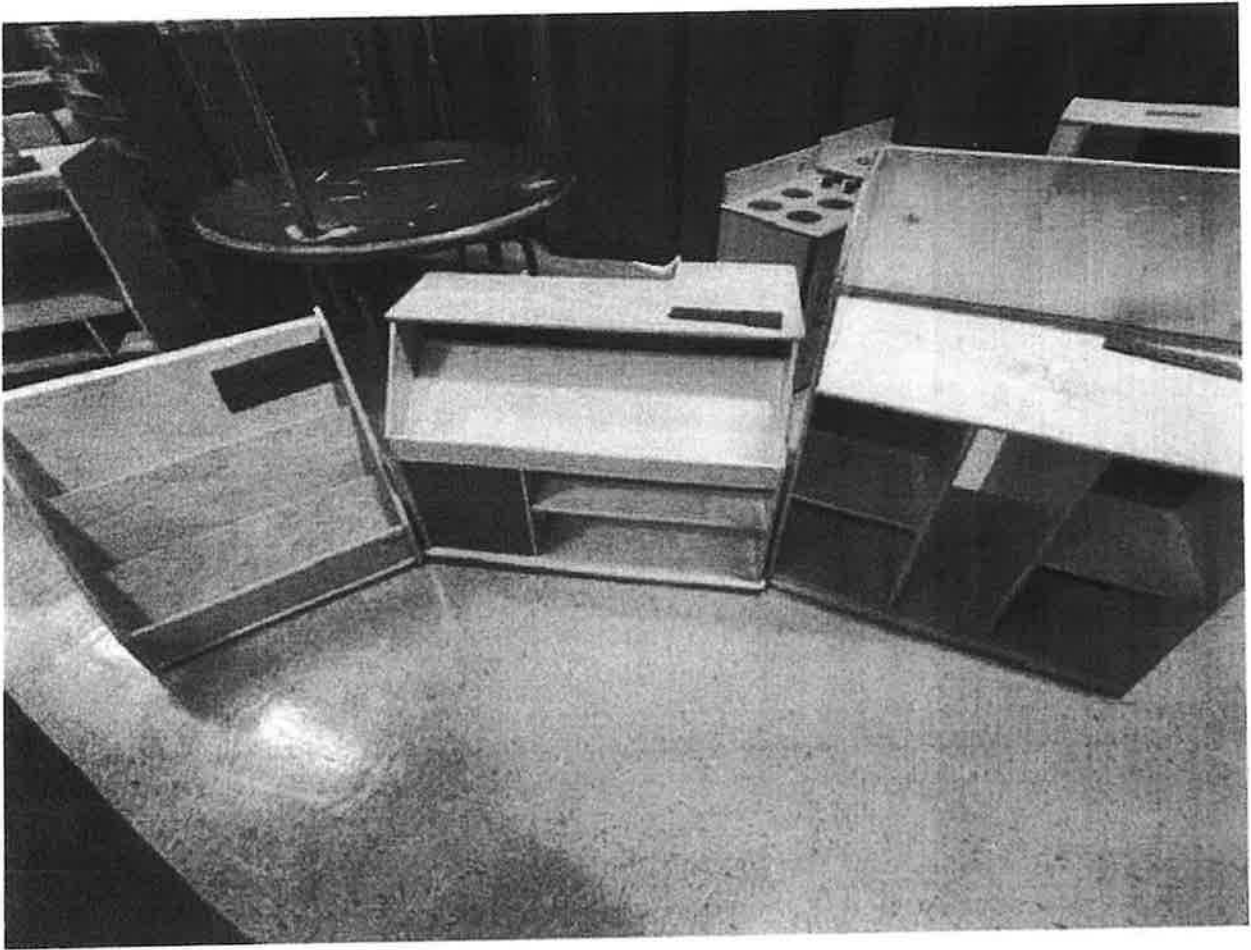


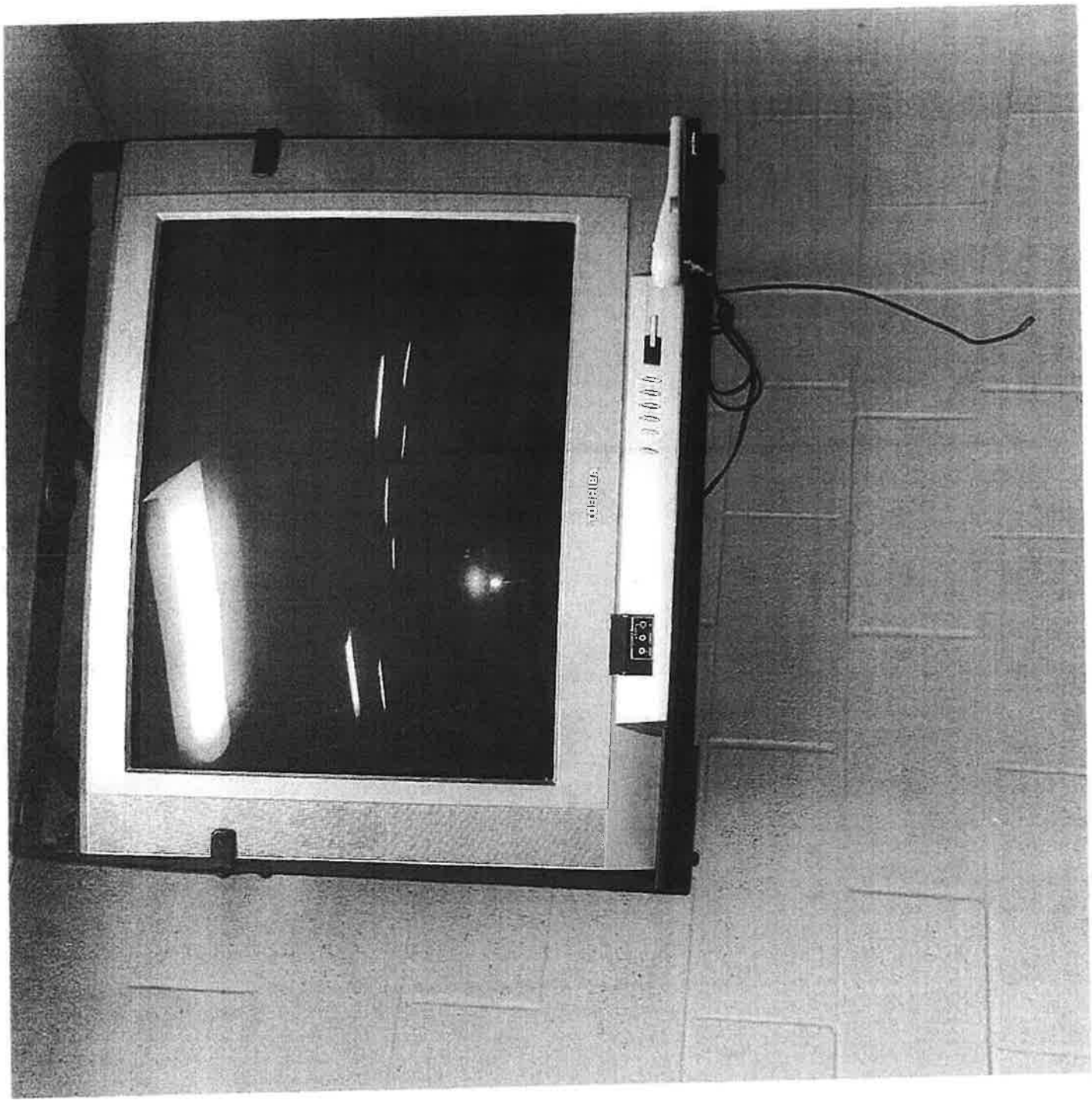














Agenda Item Title: Coursemojo Mojo AI Teaching Assistant Agreement

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS is requesting Board approval of the Coursemojo Mojo AI Teaching Assistant program for the 2026-27 school year. The purchase will provide 1,750 Mojo AI Teaching Assistant licenses for students in grades 5 and 6 across 13 schools. The purchase also includes school leader orientation, initial teacher professional development, technology setup, 8 days of in-person coaching support, one additional teacher professional development session, and 2 virtual sessions with coaches.

Coursemojo is an instructional technology platform that provides an AI-supported teaching assistant designed to align directly with our adopted classroom curriculum and support English Language Arts instruction. The Mojo AI Teaching Assistant is intended to help students engage with grade-level texts and assignments through interactive, differentiated activities, while also providing teachers with real-time information to support instruction, intervention, and student learning.

Staff Recommendation

Approve Coursemojo Mojo AI Teaching Assistant Agreement for the 2026-2027 school year

Fiscal Impact

The total cost of the Coursemojo purchase is \$53,750 pursuant to the attached order form. This purchase will be funded through the general-purpose fund.

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.

PO Box 96503 #31282

Washington, D.C. 20090-6503

Coursemojo

Mojo Teaching Assistant Order Form

Quote SY 2026-27

Quote ref. 20260107-124742900

Issue date Jan 7, 2026

Expires Jul 31, 2026

Currency USD

Prepared by:

Coursemojo

185 HUDSON ST STE 2538

Jersey City, NJ 07311

United States

Contact

Lamar Grant (lamar.grant@coursemojo.com)

Prepared for:

Murfreesboro City Schools

2552 South Church Street

Murfreesboro, 37127

Contacts

Cathy Pressnell (cathy.pressnell@cityschools.net)

Dr. Trey Duke (trey.duke@cityschools.net)

Sheri Arnette (sheri.arnette@cityschools.net)

Line items

Name	QTY	Unit price	Unit discount	Net price	Subtotal
Mojo AI Teaching Assistant License (2026-27) Starts on effective date Grades 5 and 6 for 13 schools	1,750	\$23.00	—	\$40,250.00	\$40,250.00
Set-Up Costs Starts on effective date Includes: School leader orientation, initial teacher PD, legal/compliance support, and tech setup for 13 schools	5	\$1,000.00	—	\$5,000.00	\$5,000.00
In-Person Coaching Support Starts on effective date Includes 8 days of onsite support for: launch support visit, fall revisit, and/or a winter continuous improvement visit	8	\$1,500.00	—	\$12,000.00	\$12,000.00
Additional Professional Development Sessions Starts on effective date 1 teacher session 2 virtual sessions with coaches - free	1	\$1,500.00	—	\$1,500.00	\$1,500.00
Set-Up Costs (WAIVED) Starts on effective date	5	\$0.00	\$1,000.00	-\$5,000.00	-\$5,000.00

Effective date	Total discount	Total contract value
On agreement	\$5,000.00	\$53,750.00

Terms and Conditions:

By signing this Order Form, the Customer agrees this Order Form shall become legally binding and Customer authorizes Company

to submit invoices to Customer for such payment. This Order Form is governed by the terms and conditions published at [https://](https://coursemojo.com/terms-conditions)

coursemojo.com/terms-conditions (the "Terms") and the privacy policy published at <https://coursemojo.com/privacy-policy>. In the event of a conflict between the Terms and this Order Form, this Order Form will control. This Order Form will auto-renew as set forth in the Terms, unless expressly stated otherwise herein. The Customer further acknowledges that they have the right to share student personal, performance, and other information with Coursemojo for the purpose of Coursemojo providing the Services and as further described in the Privacy Policy, in accordance with the terms of this agreement. Please email us at legal@coursemojo.com if you have any questions.

This Order Form and the Terms constitute the parties' entire contractual agreement and supersedes any previous oral or written

representations, including but not limited to, any additional terms or provisions provided by Customer.

If Customer requires the use of a purchase order or purchase order number, Customer: (a) must provide the purchase order number

at the time of purchase; and (b) agrees that any terms and conditions on a Customer purchase order or additional document will not

amend this Order Form or the Terms and are null and void.

Acceptance

This section is designated for the authorized representatives from both parties involved in this agreement. By signing below, the signatories confirm their acceptance of the terms and conditions outlined in this document.

On behalf of [Company] [Name] [Title]

On behalf of Coursemojo Lamar Grant Account Executive

Verify email

Verify email

Dr. Trey Duke

trey.duke@cityschools.net

Lamar Grant

lamar.grant@coursemojo.com

ADDENDUM TO COURSEMOJO TERMS AND CONDITIONS AND RELATED AGREEMENTS

This Addendum (herein “Addendum”) amends the Coursemojo Terms and Conditions and any related agreement between Coursemojo (herein “Contractor”) and Murfreesboro City Schools (herein “Customer”) for the use of goods and services provided by Contractor to Customer. For purposes of this Addendum, the “Agreement” includes the Coursemojo Terms and Conditions, the License and Services Agreement, all exhibits, attachments, schedules, order forms, privacy policies, security policies, subprocessor lists, AI or LLM usage disclosures, COPPA-related policies, online terms, click-through terms, and any other physical, electronic, virtual, clickwrap, shrink-wrap, browsewrap, or incorporated document governing Contractor’s provision of goods or services to Customer. In consideration of Customer’s use of 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 governmental entities 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. § 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 shall not bear the burden of establishing that requested records are not confidential or that their release is authorized. This section 3 serves to meet such burden and authorization of disclosure.

4. **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.

5. **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, to the extent such court has subject matter 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.

6. **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.

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

8. **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.

9. **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.

10. **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. Should Customer exercise this provision, Customer will compensate Contractor for all amounts up to the termination date, and Contractor will refund to Customer any funds paid by Customer in excess of such amount. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, lost profit, expectation, or any other damages whatsoever of any description or amount.

11. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction, consistent with this Addendum. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each Party shall bear its own costs.

12. **FERPA Compliance.** For purposes of carrying out this Agreement, Contractor will perform an institutional service or function for which Customer would otherwise use employees, and Customer designates Contractor as a school official with a legitimate educational interest in accessing, using, and maintaining education records, solely to the extent necessary to provide the goods and services under this Agreement, as permitted by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99 ("FERPA").

- a. Contractor understands and agrees that it remains under the direct control of Customer with respect to the use and maintenance of education records. Contractor shall use education records only for the limited purpose of performing Contractor's obligations under this Agreement and only when access is necessary to complete a function or task authorized by Customer.
- b. Contractor shall not re-disclose personally identifiable information from education records except as authorized in writing by Customer or as otherwise permitted by FERPA. Contractor shall ensure that any employee, agent, subcontractor, subprocessor, or third-party provider with access to education records is bound by written obligations consistent with FERPA and this Addendum.
- c. Contractor shall promptly report to Customer any actual or suspected failure by Contractor or any of its employees, agents, subcontractors, subprocessors, or third-party providers to comply with FERPA or this Addendum.

13. **Data Ownership, Use, and Minimization.** In supplementation and not in limitation of the foregoing, Customer retains and reserves ownership of, and all right, title, and interest in, any and all Customer Data. For purposes of this Agreement, "Customer Data" includes, without limitation, all data, records, content, information, metadata, prompts, responses, outputs, logs, assessment information, usage information, survey responses, demographic information, disability-related information, education records, personally identifiable information, and any other information provided by Customer, provided by or about Authorized Users, generated through use of the goods or services, or derived from any of the foregoing.

- a. Contractor obtains no ownership rights in Customer Data. Contractor shall access, collect, use, maintain, process, disclose, and retain Customer Data solely as necessary to provide the goods and services to Customer under this Agreement and for no other purpose unless expressly authorized in writing by Customer.
- b. Contractor shall collect, access, use, maintain, process, disclose, and retain only the minimum Customer Data necessary to perform the contracted services. Contractor shall not collect student survey responses, demographic information, disability-related information, IEP or special education indicators, behavioral information, student

intervention data, health-related information, or other sensitive student information unless the specific collection has been approved by Customer in writing and is necessary to perform the contracted services.

- c. Contractor shall not require Customer, students, parents, guardians, teachers, or staff to provide information that is not reasonably necessary for the services. Contractor shall not condition access to the services on the provision of unnecessary student, family, employee, or school information.
- d. Contractor shall not sell, rent, license, disclose, transfer, commercially exploit, or otherwise use Customer Data for Contractor's own purposes or for the benefit of any third party. Contractor shall not use Customer Data for targeted advertising, marketing, profiling, product development unrelated to Customer's services, model training, or any purpose not expressly authorized by Customer in writing.
- e. Contractor shall not destroy or permit the destruction of any Customer Data except upon the prior written consent of Customer or as otherwise required by this Addendum. Upon expiration or earlier termination of the Agreement, or upon Customer's written request, Contractor shall promptly, and in no event later than sixty (60) calendar days after such request, return or securely destroy and dispose of all Customer Data in its possession, custody, or control, including any Customer Data in the possession, custody, or control of any subcontractor, subprocessor, or third-party provider. Upon Customer's request, Contractor shall certify such return or destruction in writing.

14. **Student Data and Subprocessors.** Contractor shall use Customer Data solely to provide the goods and services under the Agreement and for no other purpose unless expressly authorized in writing by Customer.

- a. Contractor shall not use Customer Data, including prompts, responses, outputs, logs, or de-identified or aggregated data derived from Customer Data, to train, fine-tune, improve, or develop any general-purpose artificial intelligence model, large language model, or similar system, whether owned by Contractor or by any subprocessor, without Customer's prior written consent.
- b. Contractor shall ensure that any artificial-intelligence or large-language-model functionality used in connection with the services is limited to the contracted educational purpose, is subject to human oversight, and is not used as the sole basis for any grade, discipline decision, special education eligibility decision, placement decision, intervention decision, or other high-stakes educational determination.
- c. Contractor shall remain fully responsible for the acts and omissions of all subcontractors, subprocessors, vendors, affiliates, and third-party providers. No subprocessor agreement, third-party provider terms, privacy policy, online posting, or technical integration shall reduce Contractor's obligations to Customer under this Addendum.
- d. Contractor shall provide advance written notice before adding or materially changing any subprocessor that will access, store, process, or transmit Customer Data. Customer may object to such change, and the parties shall work in good faith to resolve the objection. If the objection cannot be resolved, Customer may terminate the Agreement without penalty.

15. **Assignment.** Contractor shall not assign the Agreement, delegate material duties, or transfer Customer Data to a successor, affiliate, purchaser, or other entity without Customer's prior written consent. Any approved assignee shall be bound in writing to all obligations in the

Agreement and this Addendum before receiving access to Customer Data.

16. **Materials Harmful to Minors.** The Contractor verifies that the technology services rendered do not violate Tenn. Code Ann. § 49-1-221. The Contractor shall filter, block, or otherwise prevent access to pornography or obscenity through any student use of Contractor's services and prevent a user from sending, receiving, viewing, or downloading materials that are harmful to minors as defined by Tenn. Code Ann. § 39-17-901.

- a. If contacted by Customer, the Contractor shall remove access to online materials for ages or audiences for which the Customer has determined the material to be age- or audience-inappropriate.
- b. Upon receipt of notice by the Customer of inappropriate material, the Contractor shall remove access to the online material within one (1) business day of the notice, unless the deadline for removal is extended by mutual consent of the contracting parties.

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. **Conflict with Online Terms.** Contractor shall not modify Customer's rights or obligations through online terms, click-through terms, browsewrap terms, policies, FAQs, help pages, subprocessor pages, AI disclosures, privacy policies, or other online documents unless such modification is set forth in a written amendment executed by both parties. To the extent Contractor updates, revises, replaces, or supplements any online terms or incorporated documents, such updates shall not bind Customer unless approved in writing by Customer. In the event of any conflict between this Addendum and any online or incorporated term, this Addendum shall control.

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

CONTRACTOR

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III
Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Agenda Item Title: Open Up Resources English Language Arts Instructional Materials

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS recommends the purchase of Open Up Resources English Language Arts student instructional materials for grades Kindergarten through 6th grade for the 2026-2027 school year. The materials will provide students with standards-aligned literacy resources designed to support high-quality instruction and improve student achievement in reading, writing, speaking, and listening. The purchase includes student course materials for approximately 8,365 students across grades K-6. This purchase represents our annual purchase of our district adopted instructional materials for English Language Arts.

Staff Recommendation

Approval of the purchase of Open Up Resources English Language Arts instructional materials in the amount of \$260,015.

Fiscal Impact

The total cost of the purchase is \$260,015 and will be paid from budgeted Curriculum and Instruction instructional materials funds. Total cost is paid for through general purpose funds.

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-63813	Created Date	06/11/2026
Account Name	Murfreesboro City School District (TN)	Expiration Date	07/30/2026
Primary Contact	Rhonda Gore	Prepared By	Kristin Munson
		Email	kristin.munson@openup.org
Bill To	Rhonda Gore 2552 S Church St Ste 100 Murfreesboro, TN 37127	Ship To	Rhonda Gore 2552 South Church St 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.	Subtotal	Discount	Total Price
OUR EL GK LANG ART SDNT COURSE	9781683623670	\$28.00	1270	\$35,560.00	\$7,620.00	\$27,940.00
OUR EL G1 LANG ART SDNT COURSE	9781683623687	\$40.00	1270	\$50,800.00	\$10,160.00	\$40,640.00
OUR EL G2 LANG ART SDNT COURSE	9781683623694	\$40.00	1350	\$54,000.00	\$10,800.00	\$43,200.00
OUR EL G3 LANG ART SDNT COURSE	9781683623762	\$40.00	1355	\$54,200.00	\$10,840.00	\$43,360.00
OUR EL G4 LANG ART SDNT COURSE	9781683623779	\$40.00	1435	\$57,400.00	\$11,480.00	\$45,920.00
OUR EL G5 LANG ART SDNT COURSE	9781683623786	\$40.00	1420	\$56,800.00	\$11,360.00	\$45,440.00
OUR EL G6 LANG ART SDNT COURSE	9781643119410	\$51.00	265	\$13,515.00	\$0.00	\$13,515.00

Discounts: \$62,260.00

Subtotal: \$260,015.00

Standard Shipping Subtotal: FREE*

Total: \$260,015.00

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.
- Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. In the event of late payment, you will be liable for all reasonable costs and expenses incurred in the collection of overdue amounts, including but not

limited to reasonable attorney's fees, court costs, and third-party collection agency fees, to the fullest extent permitted by applicable law.

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.

Agenda Item Title: Studies Weekly Agreement for Tennessee Science Materials for 2026-27 School Year

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to purchase Tennessee Science Studies Weekly materials for kindergarten through fifth grade for the 2026-2027 school year from Studies Weekly. Studies Weekly provides standards-based print and digital instructional materials, and its Tennessee Science program includes resources aligned to the Tennessee Academic Standards for Science. This purchase represents the annual purchase of our district adopted instructional materials for kindergarten – 5th grade Science materials.

Staff Recommendation

Approve Studies Weekly Agreement for Tennessee Science Materials for 2026-2027 School Year

Fiscal Impact

The purchase includes K-5 Tennessee Science Studies Weekly materials at \$12.45 per student unit, with grade-level quantities ranging from 1,250 to 1,450 units, for a total purchase amount of \$101,467.50. Total cost is paid for through general-purpose funds.

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 #117102

Quote Issued: 01/13/2026
Expiration: 07/30/2026
School Year: 2026-2027
Referral: Sales Rep
School Start Date: 08/17

REQUESTER

RHONDA GORE
MURFREESBORO CITY SCHOOL DIST
2552 S CHURCH ST
MURFREESBORO, TN 37127
Rhonda.Gore@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.

Murfreesboro City School Dist

2552 S Church St
Murfreesboro, TN 37127

	Grade	SKU	Title	Class	Unit Price	Qty	Cost
Science							
	0	TNSN0	Tennessee Science Studies Weekly: Kindergarten	80	\$12.45	1350	\$16,807.50
	1	TNSN1	Tennessee Science Studies Weekly: First Grade	73	\$12.45	1250	\$15,562.50
	2	TNSN2	Tennessee Science Studies Weekly: Second Grade	72	\$12.45	1350	\$16,807.50
	3	TNSN3	Tennessee Science Studies Weekly: Third Grade	72	\$12.45	1350	\$16,807.50
	4	TNSN4	Tennessee Science Studies Weekly: Fourth Grade	74	\$12.45	1400	\$17,430.00
	5	TNSN5	Tennessee Science Studies Weekly: Fifth Grade	75	\$12.45	1450	\$18,052.50
						Total	\$101,467.50

Sub Total: \$101,467.50

Tax: \$0.00

Shipping: \$0.00

Total: \$101,467.50

Thank you.

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

Studies Weekly Terms of Service & Privacy

Data and Online Usage Policies

Licensing

Each educator must have their own Studies Weekly Online (SWO) account and ensure that usernames and passwords are not shared. Each Teacher Account is valid for one annual subscription. Teachers can create as many classrooms as needed, but the number of student accounts between all created classrooms should not exceed the purchased number of annual subscriptions. You may not resell, distribute, or otherwise share logins or printed materials. You must always have an active subscription to use downloaded, copyrighted materials.

Each educator must ensure that students, families, and classrooms do not share accounts. Every student must have their own student account and username. Sharing of student accounts or usernames or failure to follow this agreement may result in immediate termination of your account.

Registration

To use SWO, each user must register their name, email address, and other details. Information collected about educators is not shared or sold, but may be used to communicate product and service updates.

How do we protect your information?

We use a secure server. All sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. This information is only accessible by those authorized with special access rights to such systems. We do not store private information (credit cards, social security numbers, financials, etc.) after a transaction.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to a computer's hard drive through your web browser to recognize the browser, capture, and remember certain information.

We use cookies to process the items in the shopping cart, save user preferences for future visits, and compile aggregate data about site traffic to improve the site experience. We may contract with third-party service providers but these service providers may only use the information to help us conduct and improve your experience. No identifiable information is shared with third-party service providers.

Do we disclose any information to outside parties?

We do not sell, trade, or transfer your personally identifiable information except when sharing necessary information to trusted third-parties to assist in conducting business. These partners also agree to keep all information confidential. We may also release information when such release is appropriate to comply with the law, enforce site policies, or protect ours or others rights, property, or safety.

What data information do we collect?

We only have access to information that you voluntarily provide. We do not sell or share this information. Data provided by you or your organization (either through automated rostering or by interaction with user accounts) is and shall remain the property of the provider.

All data released is in compliance with the Family Education Rights and Privacy Act (FERPA) and Studies Weekly policies as set forth in this document, for managing student education records and other confidential information.

In becoming a Studies Weekly customer, each customer is agreeing to grant Studies Weekly license to use such data for

- Communication
- Shipping
- Creating accounts
- Identifying user access to their data
- Creating aggregate reports

Data will not be divulged to unauthorized third parties or used in any way that would violate FERPA.

Your Access to and Control Over Information

We may send emails to educators about promotions, new products, and services, but they may unsubscribe at any time. Although one may unsubscribe from all marketing emails, we reserve the right to contact any customer with other information that relates to purchases and subscriptions.

Anyone may contact us to:

- See what data we may have about them

- Change or correct their data
- Ask us to delete their data
- Express concern about use of their data

Security

We take precautions to protect information. When a customer submits sensitive information via the website, their information is protected both online and offline. We will notify them by email or phone within 48 hours should we ever discover a data breach.

When we collect sensitive information (such as credit card data), that information is encrypted and securely transmitted. To verify, check the closed lock icon at the bottom of your web browser, or for “https” at the beginning of the web page address.

We also protect your information offline. Only employees that need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers and servers which store personally identifiable information are kept in a secure environment.

If you have concerns about how we comply with this privacy policy, please contact us at (866) 311-8734 or email support@studiesweekly.com.

Legal Compliance

We maintain strict compliance with FERPA (Family Educational Rights and Privacy Act), COPPA (Children’s Online Privacy Protection Act), and state privacy laws. If you have a specific question about adherence to your state laws, please email contracts@studiesweekly.com.

Downloadable Resources

For your convenience we allow certain resources to be downloaded. These files are intended only to help you teach and enhance your classroom experience. However, you are not permitted to share, upload to other websites or services, or sell. If you have any questions or need special permissions, please email contracts@studiesweekly.com.

Intellectual Property

All online and print materials are copyright protected and intended to be used solely by the purchaser and the properly licensed customers. Further use, duplication, or distribution to persons not covered by your license is a copyright infringement. This includes, but is not limited to, derivative works to be sold or given to third parties.

We are sometimes asked if content, samples or excerpts can be used in articles, papers, or other projects. Regrettably, we are unable to allow such use to unauthorized third parties due to our commitment to safeguarding our intellectual property. We strictly adhere to policies and guidelines governing the utilization of our materials for external purposes. Apart from copyright protection, we are bound by legal restrictions and pre-existing agreements that prohibit us from sharing any content, examples, or direct references for publication. Our dedication to maintaining the integrity and exclusivity of our content is of utmost importance to us.

ADA (Americans with Disabilities Act) & Section 508 Compliance

ADA Compliance (508 Compliance) provides accessibility for digitally published material.

Studies Weekly is committed to providing access to our online curriculum for all students, regardless of ability, by complying with the guidelines set forth by the Americans with Disabilities Act. Below, we've outlined the different ways that our site meets web accessibility best practices:

- Web Content Accessibility Guidelines compliant
- Article narration with variable speed
- Audio reader can read assessment questions to a student
- Article narration highlighting tool is color blind accessible
- The application is screen-reader software compliant
- Digital versions of all articles, images, and related media
- Annotation features and highlighting (code text for improved comprehension and retention)
- Many videos include closed captioning
- Large-print

Updates

Studies Weekly strives to keep its product up-to-date and culturally relevant. As such we reserve the right to make updates and edits. Occasionally, we replace products in order to improve standards coverage. In such cases, if you have a long term adoption, we will offer to let you receive your remaining newspapers or magazines, or switch to the replacement at no additional cost.

Uptime Guarantee

At Studies Weekly, we value our customers and understand that unplanned downtime may cause frustration. To ensure that we address any inconvenience our users may experience, we have established the following uptime policy.

Service Availability Guarantee

Our commitment is to provide a service that is available 99% of the time. We strive to maintain uninterrupted access to our platform and its features for our users.

Compensation for Downtime

In the event of unplanned downtime, we will compensate our users with credits based on the duration of the downtime, according to the following schedule:

- Downtime of less than 1 hour: No credit will be given.
- Downtime of 1 hour to 24 hours: We will provide 1 hour of credit for every hour of downtime.
- Downtime of more than 24 hours: We will provide 2 hours of credit for every hour of downtime.

Credit Request Process

To be eligible for credit, the purchaser must submit a request to our support team within 7 days of the downtime occurrence. Our dedicated support team will investigate the reported downtime and determine its eligibility for credit.

Credit Application

If credit is awarded, it will be applied to the purchaser's account within 10 days of the credit request being approved.

Comprehensive Coverage

Our uptime guarantee applies to the entire service, encompassing all features and components, except for isolated service disruptions that do not constitute overall downtime. It is based on a monthly rolling average, meaning calculation is always 30 days from the incident. For example, if there were a 2-hour outage on March 1st, we would calculate the uptime from January 31st through March 1st. In this scenario, it would be 99.72% uptime.

Exclusions

The uptime guarantee does not cover downtime caused by factors beyond our control, including but not limited to:

a) Natural disasters or power outages.

b) Actions or limitations imposed by third-party providers, such as the customer's Internet Service Provider (ISP), Single Sign-On (SSO) services, and rostering services.

While we strive to work closely with these providers to maintain seamless service, any downtime resulting from their actions or limitations falls outside the scope of our uptime guarantee. We will, however, do our best to assist and collaborate with our users in resolving any issues arising from such situations.

This policy provides a clear and fair framework for compensating our users for unplanned downtime. If you have any questions or require further clarification, please don't hesitate to contact our support team. We appreciate your understanding and remain dedicated to delivering the best possible service.

Ordering, Shipping, and Returns

Payment Terms

The upcoming school year curriculum payment is due September 1 unless the order is placed after August 1. Orders placed after August 1 for the current school year are Net 30. Orders not sent to a school district address and Homeschool orders require full payment before shipment.

Duplicate Orders

Studies Weekly is not responsible for duplicate orders. Duplicates may occur when an order is sent in separately from a PO, creating the appearance of two unique orders. To avoid such confusion, please send your order and PO together. If you notice that your order has been duplicated, please contact Customer Service at (866) 311-8734 to cancel the duplicate order and arrange for a return, if necessary. Please see our return policy for further details.

Return Policy

Orders can be canceled prior to shipment by contacting our Customer Support department as soon as possible. For any orders that have shipped, the items must be received back with an included RMA (Return Material Authorization) and the return must be processed by a Studies Weekly agent before a refund can be provided.

Studies Weekly will gladly accept a return under the following conditions:

- Contact the Customer Support department to request a Return Material Authorization (RMA) within a valid return window.
 - Pre-orders have until Oct. 31st.
 - Standard orders have 60 days from the date of purchase.
- RMAs are valid for 30 days and the return must be received within the 30 day window.
 - No RMAs will be issued after January 30th of the current school year.
 - No refunds will be given for orders received after the RMA expires.
- The customer is responsible for all return shipping costs.
- Products must be returned unused, unseparated, undamaged, and in their original condition.
 - Damaged or incomplete products are not eligible for a refund.
- A restocking fee will be applied to each classroom box returned.
 - The restocking fee is \$10.00.
 - The restocking fee is subtracted from the total refundable amount.
 - If there is not a refundable amount, the customer is still responsible for the restocking fee.
- A refund will be issued after the return is processed, the condition is verified, and the restocking fee has been applied.

Refunds are only available up to 60 days after the date of purchase or before October 31 of the order year.

Online Product Limitations and Modifications

For all digital or online-only products, orders are non-cancelable, non-refundable, and non-transferable after 60 days from the purchase date. Requests to modify or change SKUs associated with the order will not be accepted after this 60-day period. Customers acknowledge that once digital products are delivered or accessed, the transaction is final and cannot be altered, exchanged, or refunded outside of the specified timeframe.

Shipping Policy

Shipping for the new school year begins in April, and product is shipped within a mutually agreed upon shipping window, based on customer availability to receive and sign for delivery. Please note:

- The shipping carrier is typically FedEx or Freight and is determined by order details.
- Products can be expected to arrive within 14 days of shipping.
- Studies Weekly is not responsible for delayed delivery of product due to backorder, acts of nature, carrier problems or other unforeseeable issues.
- Publications that are delivered damaged or lost in shipment will be replaced at no additional cost.
- Please allow 3-4 weeks for shipping to Hawaii and Alaska.

Professional Development (PD) Booking & Confirmation Policy

To ensure proper scheduling, staffing, and resource allocation for Professional Development (PD) services, all requested PD sessions must meet the following requirements before final confirmation can be completed.

Policy Requirements

- A valid Purchase Order (PO) or signed purchase contract/agreement is required prior to finalizing any PD booking.
- PD dates, trainers, and travel arrangements will remain tentative until the required documentation is received.
- Once the PO or signed contract is submitted and approved, the PD booking will be confirmed and scheduled accordingly.

Exceptions

Any exceptions to this policy must be approved by a member of the Studies Weekly Senior Leadership Team.

PD Session Cancellation and Rescheduling

1. Cancellation by Studies Weekly: We aim to deliver every scheduled PD session, but we may need to cancel or reschedule under certain circumstances, including but not limited to:

- Unforeseen IT or technical outages that prevent virtual sessions from taking place.
- Severe weather events or natural disasters that make it unsafe or impossible to conduct in-person or virtual sessions.
- Trainer illness or emergency that cannot be accommodated with a substitute trainer in time.
- Travel delays or cancellations impacting in-person sessions.

Rescheduling and Make-Up Options

- We will notify you as soon as possible of any need to cancel, providing alternative options to reschedule the session at a mutually convenient time.
- When rescheduling is not feasible, we will offer to transition to a live or pre-recorded webinar or grant access to any available national onboarding webinars as a make-up option.

2. Cancellation by Customer: If you need to cancel or reschedule your PD session, we request at least 7 business days' notice to avoid cancellation fees. You may cancel or reschedule under the following circumstances:

- Internal scheduling conflicts or changes in the school calendar.
- Emergency situations such as school closures, natural disasters, or other events beyond your control.
- Budgetary or resource constraints that require postponing or modifying the session.

Rescheduling and Make-Up Options

- If cancellation is made with at least 7 business days' notice, we will work with you to reschedule the session at no additional cost.
- Cancellations made within less than 7 business days may be subject to a cancellation fee, except in cases of emergency or force majeure.
- We will provide flexible options to transition the session to a virtual format or offer access to national onboarding webinars if rescheduling is not possible.

3. Communication and Support: Whether the cancellation is initiated by Studies Weekly or by you, our team is committed to ensuring minimal disruption to your professional development plans.

- You will receive confirmation of the cancellation, along with suggested alternative dates and formats to make up for the session.
- We are here to assist with any questions and can be reached at support@studiesweekly.com for further support.
- By working together, we ensure that educators receive the training they need, even when unexpected changes occur.

User Agreement and Content Use

Terms of Use and Consent

By accessing or using our website, or by purchasing a subscription or any Studies Weekly product, you agree to be bound by the following:

- Our Terms and Conditions, which govern your use of our site and services;
- Our Privacy Policy, which explains how we collect, use, and safeguard your personal information; and
- Any additional policies, guidelines, or rules applicable to specific features or content on our site.

These terms apply unless otherwise stated in a separate, written agreement signed by an authorized representative of Studies Weekly.

If you do not agree to these terms, you may not use our services, access our resources, or complete a purchase.

Changes to our Legal and Privacy Policy

If we change any policy, we will post changes [here](#).

Printable Use Agreement

By printing or using any Printable content from Studies Weekly Teacher Resources, you agree to the terms outlined below:

- 1. Permitted Use**
Printables—including worksheets, activities, graphic organizers, assessments, and quizzes—may be printed and used solely for classroom instruction.
- 2. Subscription Requirement**
Only educators with a current, active Studies Weekly subscription may use or distribute these materials.
- 3. Student Access Limit**
Printables may only be printed or copied for the number of students covered under your current subscription.
- 4. No Commercial Use**
These materials may not be sold, republished, incorporated into derivative works, or used for any commercial purpose.
- 5. No Redistribution**
You may not share or distribute these Printables outside of your classroom, school, or district without prior written permission from Studies Weekly. These materials are intended only for students currently covered by an active subscription.

Agenda Item Title: Microsoft Licensing and Security Services Purchase through Sourcewell Cooperative Purchasing Contract with CDW-G

Board Meeting Date: June 23, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to purchase Microsoft licensing, security, and server software assurance services from CDW-G in the amount of \$68,199.90. This purchase includes Microsoft 365 A3 licenses for district staff, Microsoft 365 A5 Security licenses, Azure Active Directory Premium licensing, and Windows Server Software Assurance licensing necessary to support district operations, cybersecurity, identity management, and instructional technology services. The purchase is being made through the Sourcewell Cooperative Purchasing Program, Contract #121923.

Staff Recommendation

Approval of the purchase of Microsoft licensing and security services from CDW-G in the amount of \$68,199.90 through Sourcewell Contract #121923, subject to legal review and approval of any related agreements, addenda, or terms necessary to implement the purchase.

Fiscal Impact

The total cost of the purchase is \$68,199.90 and will be paid from the Technology Department 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



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

APRIL ZAVISA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXBZ626	6/5/2026	PXBZ626	2157959	\$68,199.90

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1100	5419420	\$58.00	\$63,800.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-D-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	20000	5419378	\$0.00	\$0.00
Microsoft 365 A5 Security - subscription license - 1 user Mfg. Part#: PYQ-00001-12MO Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	6	5810587	\$36.65	\$219.90
Microsoft Azure Active Directory Premium - subscription license - 1 user Mfg. Part#: 3R3-00001-12MO UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	400	3349250	\$7.50	\$3,000.00

QUOTE DETAILS (CONT.)

Microsoft Windows Server Standard Edition - License & Software Assurance	32	4325202	\$7.50	\$240.00
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Mfg. Part#: 9EM-00562
UNSPSC: 43233004
Electronic distribution - NO MEDIA
Contract: Sourcwell 121923 CDWG-Software (121923)

Microsoft Windows Server Datacenter Edition - license & software assurance	20	4325198	\$47.00	\$940.00
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Mfg. Part#: 9EA-00039
UNSPSC: 43233004
Electronic distribution - NO MEDIA
Contract: Sourcwell 121923 CDWG-Software (121923)

SUBTOTAL	\$68,199.90
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$68,199.90

PURCHASER BILLING INFO

Billing Address:
MURFREESBORO CITY SCHOOL
ACCTS PAYABLE
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342
Phone: (615) 893-2313
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
MURFREESBORO CITY SCHOOLS
2552 S CHURCH ST, SUITE 100
MURFREESBORO, TN 37127
Phone: (615) 893-2313
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Laura Clark | (877) 325-6205 | laurcla@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

**Solicitation Number: RFP #121923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (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 Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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 upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, 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.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors 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 Sourcewell receives the most current information.

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 in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. 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.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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.

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.

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 commercial 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. Sourcewell, 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.

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 Sourcewell for this Contract and must provide prompt notice to Sourcewell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. 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 Sourcwell for the percentage of administrative fee stated in Question #70 of 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.

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. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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.

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; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party 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 which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the 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.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

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.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

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, or included in, 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 include 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.

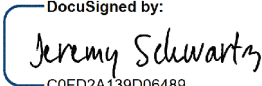
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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.

Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/13/2024 | 9:46 PM CDT

DocuSigned by:

7E5503A3787848D...
By: _____
Dario Bertocchi
Title: Vice President Contract Operations
Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: CDW Government LLC
Address: 230 N. Milwaukee Ave
Vernon Hills, IL 60061
Contact: Debb Atnip
Email: debb.atnip@cdw.com
Phone: 214-729-9078
HST#: 36-4230110

Submission Details

Created On: Tuesday October 31, 2023 11:16:38
Submitted On: Monday December 18, 2023 12:20:13
Submitted By: Debb Atnip
Email: debb.atnip@cdw.com
Transaction #: ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address: 136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell 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")	CDW Government LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061
6	Proposer website address (or addresses):	www.cdwg.com
7	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):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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.	<p>CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue.</p> <p>A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with</p>

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	<p>CDW•G's Sourcwell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcwell's next generation contract for Technology Products and Services with Related Solutions.</p> <p>We expect to see continued growth and adoption of this Sourcwell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract.</p> <p>Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcwell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcwell Members today, tomorrow, and well into the future through growth, collaboration, and partnership.</p> <p>Growth</p> <p>Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcwell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcwell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy.</p> <p>Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcwell Members.</p> <p>Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers.</p> <p>Identify opportunities to highlight the Sourcwell contract as a viable alternative to Sourcwell Members generating their own solicitations for complex solutions</p> <p>Collaboration</p> <p>Working together, Sourcwell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcwell Members. In addition, we will partner with Sourcwell to determine strong Sourcwell Member adopters, outside of CDW•G's existing customer set for an introduction.</p> <p>Creation of co-branded marketing and Sourcwell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada.</p> <p>Partnership</p> <p>As one of the longest-tenured Sourcwell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcwell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcwell's annual vendor conference, and participation on the Vendor Advisory Board.</p> <p>Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcwell's primary point of contact. Her knowledge and understanding of Sourcwell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcwell and CDW•G. Working with Sourcwell, Mandi executes Sourcwell Member initiatives such as collecting data for BuySourcwell, co-developing messages and training materials, and leveraging Sourcwell resources and programs to further educate and support Sourcwell Members.</p> <p>Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcwell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.</p>
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12	<p>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.</p>	<p>Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol “CDW” on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract.</p> <p>CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years.</p> <p>2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion</p> <p>Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period.</p> <p>We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution.</p> <p>In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners.</p> <p>Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent).</p> <p>In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends.</p> <p>We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW’s net sales in the U.S. in 2022 were \$20.8 billion.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>CDW Canada’s net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada.</p> <p>CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable market in the U.S., U.K., and Canada.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.</p>

16	<p>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.</p> <p>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?</p> <p>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?</p>	<p>CDW•G answers 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?</p> <p>CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html.</p> <p>While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.</p>
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17	<p>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.</p>	<p>CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada.</p> <p>CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers:</p> <p>ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.</p> <p>ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.</p> <p>ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).</p> <p>ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology.</p> <p>ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S.</p> <p>CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including:</p> <ul style="list-style-type: none"> AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 <p>And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including:</p> <ul style="list-style-type: none"> Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure <p>With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including:</p> <ul style="list-style-type: none"> IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner <p>CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.</p>
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<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada.</p> <p>CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers:</p> <p>ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.</p> <p>ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.</p> <p>ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS).</p> <p>ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology.</p> <p>ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S.</p> <p>CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including:</p> <ul style="list-style-type: none"> AICPA Service Organization Control Reports, formerly SAS 70 Reports (AICPA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 <p>And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including:</p> <ul style="list-style-type: none"> Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure <p>With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including:</p> <ul style="list-style-type: none"> IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner <p>CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.</p>
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
<p>19</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019:</p> <p>2023 (as of November):</p> <ul style="list-style-type: none"> Named to inaugural World's Best Companies list – TIME Recognized as part of World's Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America's most JUST Companies – JUST Capital Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTORY
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		<p>companies – Glassdoor Employees’ Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.</p>	
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years.</p> <p>2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6%</p> <p>2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9%</p> <p>2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years.</p> <p>2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2%</p> <p>2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6%</p> <p>2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%</p>	*

<p>22</p>	<p>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>	<p>CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below.</p> <p>CDW•G:</p> <ul style="list-style-type: none"> Alabama Joint Purchasing (ALJP) BuyQ National Charter School Contract California Department of General Services (DGS) Laptops/Desktops California IT in Education Association (CITE) Google Workspace CalSAVE Central Indiana Education Services Center (CIESC) County of Riverside – Microsoft E&I Cooperative Services Educational Service Commission of NJ (ESCNJ) Fairfax County Hardware and Software Florida Technology Refresh Program – Seminole State College Illinois Public Higher Education (IPHEC) Internet 2 Consortium Iowa Board of Regents Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 Michigan Computing Program (MMCP) Mid-South Independent School Business Officers (MISBO) Midwestern Higher Education Compact (MHEC) Midwestern Higher Education Compact (MHEC) Massachusetts NASPO ValuePoint Audio Video Equipment and Supplies Cloud Solutions Software Value Added Reseller (SVAR) New York City Department of Education (NYC DOE) New York Office of General Services (NY OGS) Omnia Partners Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Regional Education Media Centers (REMC) Association of Michigan School Project for Utility Rate Reduction (SPURR) Texas Department of Information Resources (DIR) The Association of Educational Purchasing Agencies (AEPA) The Interlocal Purchasing System (TIPS) The Quilt US Educational Technology Purchasing Alliance (USETPA) Wisconsin Counties Association (WCA) <p>CDW Canada:</p> <ul style="list-style-type: none"> Ontario Education Collaborative Marketplace (OECM) End-User Computing Devices and Services Software License Products and Related Services Networking Products and Related Services Vulnerability Assessment and Penetration Testing Services HealthPRO Contract for the Supply of Clinical Procedure Carts Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies Kinetic GPO RFSO Contract Information Technology Solutions Focused Education Resources End User Computing Devices (EUCD) Agreement IT Professional Services Agreement Ontario Ministry of Public and Business Service Delivery IT Security Products & Services University of Toronto Supply of Apple Products Agreement BCNET IT Professional Services Roster for Cybersecurity Core & Edge Switches - Juniper IT Professional Services Roster for Network Services IT Professional Services Roster for Infrastructure Services Government of British Columbia IT Services Vendor of Record <p>Contracts held by OEM partners under which CDW Canada is enabled:</p> <ul style="list-style-type: none"> Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement Cybera Networking Agreement
<p>23</p>	<p>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>	<p>CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows:</p> <ul style="list-style-type: none"> 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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 *

26	Sales force.	<p>CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows:</p> <p>Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations.</p> <p>50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists</p> <p>Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program.</p> <p>299 federal-focused account professionals</p> <p>State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders.</p> <p>202 dedicated account professionals</p> <p>K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial.</p> <p>400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists</p> <p>Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges.</p> <p>198 dedicated account specialists</p> <p>Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members.</p> <p>Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin.</p> <p>CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services.</p> <p>CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.</p>
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27	Dealer network or other distribution methods.	<p>As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome.</p> <p>Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually.</p> <p>We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours.</p> <p>CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.</p>
28	Service force.	<p>CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including:</p> <ul style="list-style-type: none"> 1,000 solution architects 2,000 expert engineers 300 software engineers <p>Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers.</p> <p>Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada.</p> <p>Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin.</p> <p>CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg.</p> <p>Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve.</p> <p>With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges:</p> <p>On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers.</p> <p>In October of 2019, CDW acquired Aprtris, Inc. (Aprtris), a distinguished IT</p>

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aprtis' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards.</p> <p>Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to:</p> <ul style="list-style-type: none"> Quickly add items to their cart for purchase Save time on re-orders Share shopping carts with colleagues Estimate shipping costs with the Shipping Calculator option before checking out <p>Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can:</p> <ul style="list-style-type: none"> Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be re-purchased Email the cart to a colleague Create a standard quote Check out using the standard checkout feature <p>Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria.</p> <p>Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to:</p> <ul style="list-style-type: none"> View all recent orders (from the past month to as far back as three years) Search for a specific order by P.O. number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following criteria: <ul style="list-style-type: none"> Cancelled All Items Shipped Some Items Shipped Not Yet Shipped Backordered Item(s) Processing Orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to Microsoft Excel with all open orders Initiate a product return
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>The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat.</p> <p>As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours:</p> <p>Orders, Quotes & Availability</p> <ul style="list-style-type: none"> Online Chat: 8 a.m. to 7 p.m. CT Email (cdwsales@web.cdw.com): Reply within 24 hours Phone (800.800.4239): 7 a.m. to 7 p.m. CT <p>Status, Returns & Billing</p> <ul style="list-style-type: none"> Online Chat: 7 a.m. to 6 p.m. CT Email (CustomerRelations@web.cdw.com): Reply within 24 hours Phone (866.782.4239): 7 a.m. to 9 p.m. CT <p>Sign In, Password & Settings</p> <ul style="list-style-type: none"> Online Chat: 7 a.m. to 6 p.m. CT Email (e-account@web.cdw.com): Reply within 24 hours Phone (888.239.7270): 7 a.m. to 6 p.m. CT <p>Technical Support</p>

Online Chat: 7 a.m. to 7 p.m. CT
 Email (support@cdw.com): Reply within 24 hours
 Phone (800.383.4239): 7 a.m. to 6 p.m. CT

Managed Services Support
 Email (CDW-ECC@cdw.com): Reply within 24 hours
 Phone (866.239.7270): 7 a.m. to 6 p.m. CT

Customer relations representatives complete a 6 to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience.

Escalation Plan

CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly.

Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives.

Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training.

Customer Service Metrics

Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue.

Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics.

Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening.

Recent results based on a percentage of Excellent/Very Good ratings show:

- Overall Performance Account Manager: 85 percent
- Customer Service Staff: 82 percent
- Delivery Process: 81 percent

*Scale: Excellent, Very Good, Good, Fair, Poor

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcwell 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?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
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36	<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>CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation.</p> <p>With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada.</p> <p>Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below.</p> <p>Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information.</p> <p>Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes:</p> <p>Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE)</p> <p>Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions.</p> <p>Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.</p>
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement.</p> <p>We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services.</p> <p>Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.</p>
38	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>A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H2O and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience.</p> <p>As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.</p>
39	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>CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers.</p> <p>Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity.</p> <p>From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments.</p> <p>Key features and functions of Rubi include:</p> <ul style="list-style-type: none"> Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. <p>Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to:</p> <ul style="list-style-type: none"> Assign roles, restrictions, and permissions to individual users and groups of users. Grant users access to all products CDW•G offers or only to specific catalogs. Allow users to view only their quotes, orders, and purchase history. Grant users' rights to view multiple accounts. Assign responsibility for following established workflows as a purchaser or approver. Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		<p>Security Settings.</p> <p>Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including:</p> <ul style="list-style-type: none"> Contacting their CDW•G team Placing orders Searching order history Managing assets Administering order approval workflows Defining and governing technology standards Viewing contract pricing <p>The Rubi homepage can be configured to a Sourcewell Member’s needs, saving time and putting the most important decision-making information at their fingertips, including:</p> <ul style="list-style-type: none"> Managing subscriptions Managing quotes Streamlining repeat purchases (bundles and favorites) Approving orders <p>Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include:</p> <ul style="list-style-type: none"> Estimated time of arrival/inventory/supply chain insights to support implementation Order tracking Order status Current CDW Research Hub information <p>The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location.</p> <p>This capability allows access to the following types of information for accounts linked together:</p> <ul style="list-style-type: none"> Order status Quote activity Purchase history Financial reporting Purchase approval system <p>After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW•G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes:</p> <ul style="list-style-type: none"> An asset overview page that shows a view of hardware and software assets purchased from CDW•G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the “Buy Again” button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	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>Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment.</p> <p>As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment.</p> <p>Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more.</p> <p>The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added.</p> <p>Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports.</p> <p>Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert.</p> <p>CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include:</p> <p>Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management.</p> <p>Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions.</p> <p>Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling.</p> <p>Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs.</p> <p>CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with:</p> <ul style="list-style-type: none"> Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)

		<p>NASEF Partnership. CDW•G’s partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF’s mission is to “provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life.” In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell’s vision and mission to provide leading solutions that empower community success.</p> <p>Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include:</p> <p>Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations.</p> <p>Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment.</p> <p>Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats.</p> <p>Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment.</p> <p>Inscape Productivity Insights: Easy to pull reports of your team’s productivity in Microsoft Teams and Outlook.</p> <p>Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management.</p> <p>Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.</p>
42	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>CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth’s natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources.</p> <p>In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included:</p> <p>Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans.</p> <p>At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper.</p> <p>Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency.</p> <p>Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users’ data.</p> <p>Maintained environmental management system and energy certifications in the U.S., Canada, and U.K.</p> <p>Attained ISO 14001:2004 Certification in Canada</p> <p>We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact.</p> <p>We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options.</p> <p>Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and “smart” HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation</p>

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

<p>43</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>Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities.</p> <p>In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.</p> <p>We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products.</p> <p>CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs.</p> <p>ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including:</p> <ul style="list-style-type: none"> Logistics services for quick and efficient removal of equipment from client facilities Device pickup including palletizing equipment, shrink wrapping, and transport Document of Liability Transfer provided to indemnify client from any environmental liability Ensure removal of all client information and software from electronic media and assets U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards EPA-approved disposal Zero-landfill policy Complete serialized reporting available via a website <p>CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:</p> <ul style="list-style-type: none"> Ongoing measurement of paper consumption Custom paper footprint and forest impact insights Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing <p>Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs.</p> <p>CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.</p>
<p>44</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>CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers.</p> <p>Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including:</p> <ul style="list-style-type: none"> Minority-Owned Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) Minority-Owned Small Business (MOSB) Women-Owned Small Business (WOSB) Small Disadvantaged Business (SDB) 8(a) Small Business Veteran-Owned Business Enterprise (VBE) Veteran-Owned Small Business (VOSB) Service-Disabled Veteran Owned Small Business (SDVOSB) Historically Underutilized Business Zone (HUBZone) <p>Business and Supplier Diversity</p> <p>Launched in 2007, CDW's Business Diversity program goals are to increase procurement</p>

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcwell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers. CDW was included in the 2022 America's Top Corporations for Women Owned

Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	<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>CDW·G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas:</p> <p>K-12 Education Device Ecosystem Classroom Transformation Cybersecurity Networking Infrastructure School Safety</p> <p>Higher Education Student and Institutional Devices A/V Transformation Connected Community Hybrid Infrastructure Cyber and Physical Security</p> <p>State and Local Government Cybersecurity Program-Based Accounts Public Safety Device Transformational Government</p> <p>We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers.</p> <p>An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services:</p> <ul style="list-style-type: none"> Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. Robust portfolio of professional development partners. Best practices for defining technology standardization with each district. Project management aligned to supply chain and to ensure large device rollouts are successful and on time. Pre-shipment device configuration to provide low/no touch devices for district IT staff. Local warehousing and local deployment services, including last-mile delivery. Maintenance and break-fix solutions to ensure high availability of devices. Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. <p>As a result of CDW·G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement.</p>
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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 *
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46	Do your warranties cover all products, parts, and labor?	<p>As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty.</p> <p>Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com.</p> <p>CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases.</p> <p>In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment.</p> <p>Benefits of a Maintenance Contract include:</p> <ul style="list-style-type: none"> Easy to manage equipment coverage A single point of contact for repair service Multiple response times available on the same contract Flexibility to add or remove equipment as needed Parts and labor included Multiple contracts consolidated Annual or multi-year contact options
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts.</p> <p>While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include:</p> <ul style="list-style-type: none"> Warranty extensions and upgrades Post warranty support Accidental damage protection Maintenance Contracts Post-sale technical support Product and certification training Onsite repair Help desk services <p>As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.</p>

49	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?	<p>Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members.</p> <p>We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.</p>	*
50	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?	<p>In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.</p>	*
51	What are your proposed exchange and return programs and policies?	<p>Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply.</p> <p>Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW•G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment.</p> <p>However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.</p>	*

52	Describe any service contract options for the items included in your proposal.	<p>In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings:</p> <p>A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf.</p> <p>An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution.</p> <p>Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours).</p> <p>CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners.</p> <p>Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.</p>
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	<p>To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work.</p> <p>The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following:</p> <ul style="list-style-type: none"> Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) Ensuring a set of standard tools is used, such as ServiceNow Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly:</p> <ul style="list-style-type: none"> Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system <p>Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager.</p> <p>Preventive Action</p> <ul style="list-style-type: none"> Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs <p>Root Cause Analysis</p> <ul style="list-style-type: none"> Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW-G will communicate improvements to other activities and groups, as applicable <p>Continuous Improvement</p> <ul style="list-style-type: none"> Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	<p>CDW•G's standard payment terms are net 30 days from the date the invoice is issued.</p> <p>CDW•G accepts payment through: Credit Cards* (American Express, Discover, MasterCard, Visa) Checks Electronic Data Interchange (EDI) Electronic Funds Transfer (EFT) Procurement Cards (P-Card)</p> <p>*With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts.</p> <p>The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515</p>
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56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms.</p> <p>Premier leasing partners include: Arrow Capital Solutions Cisco Capital Dell Financial Services HPE Financial Services Lenovo Financial Services LEAF Commercial Capital, Inc.</p> <p>Preferred leasing partners include: Acer Finance Apple Finance De Lage Landen (DLL) Microsoft Finance PNC Bank US Bank</p> <p>Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps:</p> <ol style="list-style-type: none"> 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition <p>Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit.</p> <p>The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.</p>
57	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>Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to:</p> <ul style="list-style-type: none"> Statement of Work (SOW) for professional/managed services Customer-specific terms and conditions (if required by the Sourcewell Member)

58	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, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card.</p> <p>As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.</p>
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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 *
59	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>CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1."</p> <p>Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context.</p> <p>For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price).</p> <p>These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract).</p> <p>Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships.</p> <p>CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program.</p> <p>For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security.</p> <p>Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP.</p> <p>CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.</p>

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price.

Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information.

CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.

60	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>As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract.</p> <p>CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.</p>	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member.</p> <p>Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives.</p> <p>In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.</p>	*

62	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.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	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>Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document.</p> <p>Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.</p>	*
64	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>Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge.</p> <p>We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering.</p> <p>If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member</p>	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature.</p> <p>For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.</p>	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent.</p> <p>We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcwell Members with large rollouts and/or high SLA requirements.</p> <p>CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide.</p> <p>When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcwell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams.</p> <p>Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcwell Members access to a talented, diverse resource pool and helps Sourcwell Members achieve their diversity initiatives.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>CDW•G has historically worked closely with Sourcwell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcwell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcwell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcwell Members, along with the data shared monthly with Sourcwell.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	<p>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.</p>	<p>Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked.</p> <p>CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts.</p> <p>The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework.</p> <p>CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.</p>
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69	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>CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include:</p> <ul style="list-style-type: none"> Category penetration Sourcewell Member agreements and state contract adoptions New Sourcewell Member growth OEMs and category penetration Customer satisfaction survey responses Professional services and evolving technologies including cloud offerings' growth Market share under the Sourcewell contract and total available wallet share Target CDW•G customers who can be aligned with the Sourcewell contract <p>Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45.</p> <p>We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.</p>
70	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.)	<p>As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs.</p> <p>CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract.</p> <p>To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments:</p> <ul style="list-style-type: none"> Software & Cloud Offerings: 0.25 percent Chromebooks: 0.00 percent <p>We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include:</p> <p>Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware</p> <p>Technology Services e-Procurement integration Leasing services Managed services: Gold Level Support for customer devices Pre-shipment configuration Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow</p> <p>Total Solutions Cloud Collaboration Data Center and Networking Managed Print Services Point of Sale Security Software Management Total Mobility Management</p>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response:</p> <p>Accessories Security Locks Headphones and Speakers Phone Accessories Tablet Accessories Keyboards/Keypads Notebook Accessories Cases and Backpacks Mice and Trackballs Office Products and Supplies Small and Consumer Electronics Robotics</p> <p>Power, Cooling & Racks Power Supplies/Adapters UPS/Battery Backup Batteries Surge Suppressors Remote Power Management</p> <p>Desktop Computers Computer Cases Apple Desktops PC Compatible Desktop Computer Windows Based Terminals Desktop Memory Upgrades Thin Clients PC Compatible Workstations</p> <p>Data Storage/Drives Storage Enclosures/Mounting Hardware CD/DVD/Blue Ray Drives Disk Duplicators Media Hard Drives Desktop NW Attached Storage Floppy Disk Drives Flash Memory Consumer SSD</p> <p>Enterprise Storage BU/DR Infrastructure Drive Arrays</p>

Enterprise Hard Drives
 Enterprise SSD
 Interfaces Controllers
 Optical Drives
 Storage Networking
 Rackmount NW Attached Storage
 Tape Backup Drives
 Tape Automation (Lib/Changers)

Point of Sale/Data Capture
 Wireless Communication Devices
 POS Systems
 Connected Devices
 Peripheral and Barcode Scanners
 Thermal Printers

Servers & Server Management
 Server Accessories
 Linux/Unix Based Servers
 KVM Consoles and Switches
 CPUs/Fans
 Network Print Servers
 Application Servers
 Apple Mac OS Servers
 RISC Servers
 Server Memory Upgrades
 x86 Based Servers

Services (CDW Delivered)
 Installations
 Configurations
 HCA/Hlth Purch Grp (HPG) CDW
 OnSite Services
 Central Services – Repairs
 Managed Services
 Mobility Services
 Field Services
 Remote Services
 Software Asset Mgmt Services
 Classroom Training
 Workspace Management Tools

Notebook/Mobile Devices
 Notebook Memory Upgrades
 Mobile Workstation
 Notebook Computers
 Apple Notebooks
 Tablets

NetComm Products
 Network Bridges
 Modular Switches
 Communications Boards
 Network Management Hardware
 Modems
 Network Switches Managed
 Network Test Equip/Analyzer
 Network Optics
 Network Hubs
 NIC Network Interface Adapters
 Network Routers
 Network Device Memory
 Network Switches Unmanaged
 Network Security
 Wireless LAN Networking
 Physical Security

Carts and Furniture
 Furniture
 Medical Carts

Printing & Document Scanning
 3-D Prototype Printers
 Copy Machines
 Document Scanners
 Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books
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Table 15A: Category 1 - 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
74	Computer hardware, including desktops, laptops, tablets, and related devices;	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	<p>CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint.</p> <p>Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.</p>
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	<p>Included below is an overview of some of our key partner distinctions:</p> <p>Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects</p> <p>We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio.</p> <p>Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members.</p> <p>Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies.</p> <p>CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification.</p> <p>CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates</p> <p>In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security.</p> <p>In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings.</p> <p>Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers</p> <p>HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).</p>

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

- Gap analysis charts for training requirements to be quickly identified
- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	<p>CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments.</p> <p>We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs.</p> <p>Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with:</p> <ul style="list-style-type: none"> Performing health checks Maintaining the right license position so you are neither over- or under-licensed Establishing consolidated billing Providing ongoing software recommendations Ensuring accurate IT planning and budgeting Maximizing value derived from licensing agreements Applying compliance checkpoints Staying on top of licensing expiration and renewal <p>As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.</p>
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	<p>CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell</p> <p>In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need.</p> <p>From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process.</p> <p>From the shopping cart page a user can:</p> <ul style="list-style-type: none"> Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be repurchased Email the cart to a colleague Create a standard quote Estimate shipping costs with the Shipping Calculator before checking out Check out using the standard checkout feature <p>Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products.</p> <p>Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders.</p> <p>Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings.</p> <p>Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software.</p> <p>Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to:</p> <ul style="list-style-type: none"> View all recent orders (from the past month to as far back as three years) Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following statuses:

		<p>Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return</p> <p>After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.</p> <p>The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location.</p> <p>This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system</p> <p>CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.</p>
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Table 16A: Category 2 - 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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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations.</p> <p>Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices.</p> <p>Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business.</p> <p>Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons.</p> <p>Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program.</p> <p>Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions.</p> <p>Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.</p>
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	<input checked="" type="radio"/> Yes <input type="radio"/> No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

video management, and managed physical security services;

Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include:

Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services

Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including:

Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services

Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include:

Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services

Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include:

Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from:</p> <ul style="list-style-type: none"> 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners <p>The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster.</p> <p>CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage.</p> <ol style="list-style-type: none"> 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings.</p> <p>The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas:</p> <ul style="list-style-type: none"> Enterprise and data center networking Software-defined WAN (SD-WAN) Wireless networking and Wi-Fi 6 Network access control (NAC), segmentation and secure campus solutions <p>With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to:</p> <p>Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact.</p> <p>Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices.</p> <p>Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.</p>

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models.</p> <p>CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.</p>
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey.</p> <p>Security focus areas include:</p> <ul style="list-style-type: none"> Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	<p>CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical.</p> <p>CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions.</p> <p>Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST.</p> <p>CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation.</p> <p>Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field.</p> <p>CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business.</p> <p>Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics.</p> <p>Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video.</p> <p>Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises.</p> <p>The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.</p>
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	<p>Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions.</p> <p>Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them.</p> <p>With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals:</p> <ul style="list-style-type: none"> Program Strategy and Operations 85+ risk, governance, and strategy experts Cyber Resilience and Compliance 35+ cyber security and advisory consultants Identity and Access Management 110+ advisors, engineers, and architects Cloud and Application Security 10+ cloud security specialists Secure Infrastructure 60+ physical, network, and IR engineers and architects Skills and Training 20+ workforce specialists Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	<p>CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include:</p> <p>Industry</p> <ul style="list-style-type: none"> CISSP – Certified Information Systems Security Professional CISA – Certified Information Systems Auditor CIPP – Certified Information Privacy Professional PCI QSA – PCI Qualified Security Assessor CEH – Certified Ethical Hacker PMP – Project Management Professional CSM – Certified Scrum Master <p>Vendor</p> <ul style="list-style-type: none"> Cisco CCNPs and CCIEs Splunk Certified Consultants and Enterprise Architects AWS Cloud Security Architects Microsoft Certified Systems Engineers Palo Alto Certified Network Security Professionals SailPoint Certified Engineers and Architects Okta Certified Professionals, Administrators, and Architects CyberArk Certified Delivery Engineers <p>CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies:</p> <ul style="list-style-type: none"> CSA – Cloud Security Alliance CISA – Cybersecurity and Infrastructure Security Agency iapp – International Association of Privacy Professionals IDSA – Identity Defined Security Alliance IIA – The Institute of Internal Auditors ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium NACD – National Association of Corporate Directors NIST – National Institute of Security Standards PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	<p>At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction."</p> <p>CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including:</p> <p>Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes.</p> <p>Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads.</p> <p>Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there.</p> <p>Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure.</p> <p>Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people.</p> <p>Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments.</p> <p>Implementation: Once vetted, our engineers will implement the designed solution.</p> <p>Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented.</p> <p>Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.</p>
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - 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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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW’s trusted digital advisor for customers.</p> <p>Rubi’s Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as:</p> <ul style="list-style-type: none"> Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. Proactive renewal notifications before technology, licenses, or subscriptions expire. Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. Quick search for individual assets by serial number and CDW-applied asset tags. <p>CDW•G also offers a variety of IT Asset Management (ITAM) solutions including:</p> <ul style="list-style-type: none"> Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zyl0 – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW’s Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently.</p> <p>Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include:</p> <ul style="list-style-type: none"> Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>How We Work with our ITAD Partners</p> <p>CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value.</p> <p>CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets.</p> <p>A Full Lifecycle Refresh Solution</p> <p>CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment.</p> <p>Our ITAD Services include:</p> <ul style="list-style-type: none"> Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	<p>International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards:</p> <p>ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers.</p> <p>ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area.</p> <p>In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.</p>
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

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. - David Hutchins, VP, Strategic Programs, CDW Government 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 contractual obligations contemplated in the bid.

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
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	<input checked="" type="checkbox"/>	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	<input checked="" type="checkbox"/>	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	<input checked="" type="checkbox"/>	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	<input checked="" type="checkbox"/>	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	<input checked="" type="checkbox"/>	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	<input checked="" type="checkbox"/>	1

Agenda Item Title: Agreement with Master Fence for Fence Installation at Mitchell-Neilson Elementary School

Board Meeting Date: June 23, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to enter into an agreement with Master Fence, LLC for the installation of approximately 48 linear feet of four-foot residential-grade black chain-link fencing, including two four-foot gates, at Mitchell-Neilson Elementary School to enclose a designated play area for Little Sprouts classes per state guidelines. The project is intended to provide a permanent perimeter improvement and enhance safety and access control at the site.

Staff Recommendation

Approval of the agreement with Master Fence, LLC for the installation of fencing at Mitchell-Neilson Elementary School

Fiscal Impact

The cost of the fence installation is \$3,325.42. Funding will be provided through 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



QUOTE #5688

SENT ON:

Jun 05, 2026

RECIPIENT:

Murfreesboro City Schools

2552 South Church Street
Murfreesboro, Tennessee 37127

SENDER:

MASTER FENCE, LLC

220 Highway 269 Christiana Road
Christiana, Tennessee 37037

SERVICE ADDRESS:

711 West Clark Boulevard
Murfreesboro, Tennessee 37129

Phone: 6156928299

Email: Masterfencecos@gmail.com

Product/Service	Description	Unit Price	Total
4' black chain link	Supply and install approximately 48' of 4' residential grade black chain link fence. 2 single 4' gates with standard hardwire.	\$3,325.42	\$3,325.42*
			Not included
Panic Gate	Upgrading the exit gate to a panic gate with a push bar.	\$2,620.00	\$2,620.00*

* Non-taxable

Total	\$3,325.42
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If there is any part of this document you do not understand, or if you would like a Master Fence representative to go over any or all of these terms, please let us know and we will accommodate this request. PLEASE READ ALL 19 LINES OF THIS SERVICE AGREEMENT, Do not sign this agreement until you have fully read and understand this document.

- 1: This quote is valid for the next 5 days, after which values may be subject to change.
- 2: We offer multiple finance options! Talk to your Master Fence representative for more information. If customer wishes to finance, they must be approved for financing before accepting and signing this quote. If financing, there are separate terms and conditions than this contract alone.
- 3: If paying with a debit or credit card, a 3% fee will be added for each swipe
- 4: We wet set every dug post in concrete. This ensures a complete mix and the best strength possible.
- 5: Aluminum fencing: We only use American manufactured panels for all of our aluminum fencing. It has a limited lifetime warranty, is powdercoated instead of painted, and is thicker and more sturdy than most aluminum brands. it is made in the U.S.A.
- 6: Vinyl fencing: Our vinyl fencing has a Limited Lifetime warranty against fading, cracking, and warping.
- 7: Wood disclaimer: We do our best to use the highest quality lumber available. We throw out lumber that is warped or bowed at installation, and do not install it. A wood fence is guaranteed to have boards/ posts that split, warp, and twist after installation. Wood will also have knots, mill variances with cutting, and varying colors as it is a natural product. There is no



QUOTE #5688

SENT ON:

Jun 05, 2026

way to predict which wood is going to split, warp, or twist, so we do not warranty lumber itself. Most wood defects will happen in the first few days, weeks, or months after installation.

8: We propose to provide material and labor for the installation for the work described above, any changes or alterations may incur additional charge. Change orders must be presented to and accepted by Master Fence before changes will be made. A change order fee of \$250 may occur for any changes on day of install.

9: For certain jobs, a rock charge may occur depending on severity. We charge \$20 per hole needing to be jackhammered or drilled.

10: Master Fence is not responsible for removing any excavated materials, Including but not limited to, rocks, dirt, gravel, or roots. If the customer requests to have materials removed from property, they must notify Master Fence a minimum of 1 day before the job starts, and additional costs will be incurred. Also, Any specific request for excavated material placement other than directly next to the fence must be given to Master Fence so we can know and follow the customers request.

11: Please keep in mind lead times are estimates only. Dates may change due to weather, material delay, or other circumstances outside of Master Fence's control. Master Fence will maintain every effort to keep lead times accurate and on schedule.

12: It is the responsibility of the customer for property surveying, HOA approvals, or any permits needed to install the fence. Master Fence will install the fence according to measurements on our drawing taken during the initial consultation. Any changes must be made and verified by us a minimum of 24 hours before installation. It is the customers responsibility to confirm exact placement of the fence before installation.

13: Master Fence will not to be held liable for any underground or sub-surface lines or objects. We will call 811 to mark utilities, but anything not marked by 811 that may be hit or damaged will be the responsibility of the customer to fix or replace if hit.

14: Customer agrees to have a sign placed on the fence with a road facing view at completion. This sign will also be used for warranty purposes. Removal of a branded sign will null any warranty unless otherwise discussed.

15: In Case of cancelation by customer, the customer will be billed for all material already ordered or paid for, along with a possible shipping, holding, and cancelation fee. The customer will be able to obtain the material paid for once it is paid in full. A cancelation fee of \$250, or 10%, whichever is greater will occur.

16: Master Fence reserves the right to use an equal or greater material due to supply chain issues or material availability. We will never use an inferior product, and will discuss significant changes with customer before install.

17: All materials remain the property of Master Fence LLC until all invoices pertaining to this job are paid in full. Right of property access and removal is granted to Master Fence LLC in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt, including but not limited to attorney's fees. Customer also agrees that any action or proceeding seeking to enforce any provision of, or based upon any right rising out of, this service agreement must be brought against any of the parties in the circuit, general sessions, or chancery court of Rutherford County, TN.

18: Master Fence has the right to assess a late fee to any final payments that are delayed after the job is completed. We offer multiple online payment options including ACH payment and credit cards, and also in person payment options including cash or check. IF FINANCING, THE CUSTOMER MUST BE APPROVED AND LET MASTER FENCE KNOW BEFORE APPROVING THIS QUOTE.

19: Lifetime Craftmanship warranty:

We are pleased to offer our valued customers a hassle-free lifetime workmanship warranty for all our fences. This warranty ensures that both materials and labor are covered in the event that a fence was installed incorrectly or fails due to improper installation. To benefit from this warranty, the original purchaser must provide the original PAID IN FULL receipt. Additionally, the warranty is exclusive to residential customers and requires the Master Fence branded sign to be visibly placed on the



QUOTE #5688

SENT ON:

Jun 05, 2026

fence at all times. Removal of the branded sign will void the warranty.

Exclusions: It's important to note that our warranty does not extend to cover damages including but not limited to wind, fire, or flooding. Furthermore, user errors, misuse of the fence for purposes other than its original intent, wood materials, wood cracking, warping, splitting, or rotting, ground settling, fences that have been tampered with by any party other than Master Fence, or any act considered an act of God are not covered. Additionally, damages caused by objects or debris being placed against or pushing on the fence, or any other incidents out of our control are not covered. Manufacturing defects are not part of this warranty and will be handled directly through the manufacturer, if applicable.

By accepting this quote, you agree to all the terms and conditions stated above. If there is any part of this document you do not understand, or if you would like a Master Fence representative to go over any or all of these terms, please let us know and we will accommodate this request.

Signature: _____ Date: _____

AGREEMENT FOR FENCE INSTALLATION SERVICES

This Agreement is entered into and effective as of June 23, 2026, by and between Murfreesboro City Schools ("District") and Master Fence, LLC ("Contractor"). In the event of any conflict between this Agreement and any proposal, quote, invoice, purchase order acknowledgment, service agreement, or other document prepared by Contractor, including Master Fence Quote No. 5688 dated June 5, 2026, the terms of this Agreement shall govern and control. Any terms contained in Contractor's documents that limit warranties, require advertising signage, grant repossession rights, impose cancellation fees, shift liability to the District, or otherwise conflict with this Agreement are expressly rejected and shall have no force or effect.

1. **Scope of Work.** Contractor shall furnish all labor, materials, equipment, supervision, transportation, and incidentals necessary to supply and install approximately forty-eight (48) linear feet of four-foot (4') residential-grade black chain-link fencing with two (2) four-foot (4') single gates at Mitchell-Neilson Elementary School, located at 711 West Clark Boulevard, Murfreesboro, Tennessee, in accordance with Master Fence Quote No. 5688 dated June 5, 2026.
 - a. The work shall be performed in a professional and workmanlike manner and in compliance with applicable laws, codes, and regulations.
 - b. No material substitutions shall be made without prior approval of the District.
 - c. Any changes to the scope of work or contract price must be approved in writing by both parties before the additional work is performed.
 - d. Contractor shall contact Tennessee 811 before excavation and exercise reasonable care during installation. Contractor shall remain responsible for damage resulting from its negligence or failure to comply with applicable utility location requirements.
 - e. No permits are anticipated to be required other than those obtained by Contractor in the ordinary course of its work.
2. **Contract Price and Payment.** The District shall pay Contractor a total amount not to exceed Three Thousand Three Hundred Twenty-Five Dollars and Forty-Two Cents (\$3,325.42) for completion of the work described in this Agreement. Payment shall be made within thirty (30) days after completion and acceptance of the work and receipt of a proper invoice. Invoices shall reference the applicable District purchase order number.
3. **Term.** The work shall be completed within thirty (30) calendar days after issuance of a notice to proceed. This Agreement shall remain in effect until the work is completed and final payment is made unless terminated earlier in accordance with this Agreement.
4. **Warranty.** Contractor warrants that all work shall be performed in a good and workmanlike manner consistent with industry standards and that all materials furnished under this Agreement shall be new unless otherwise approved by the District.
 - a. Contractor shall repair or correct any defects in workmanship that become apparent within one (1) year following completion and acceptance of the work by the District.
 - b. Contractor shall also assign to the District any applicable manufacturer warranties provided for materials installed under this Agreement.
 - c. Contractor's warranty obligations are not conditioned upon the placement or maintenance of any advertising, signage, logo, or promotional materials on District property.

5. **Insurance.** Contractor shall maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required by Tennessee law throughout the performance of the work. Upon request, Contractor shall provide proof of such coverage to the District.
6. **Indemnification.** To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, arising out of Contractor's negligent acts, omissions, or willful misconduct in connection with the performance of this Agreement. The District shall not indemnify, defend, or hold harmless Contractor in any manner. Pursuant to Tennessee Attorney General Opinion 93-01, the District expressly rejects any provision contained in any quote, proposal, invoice, purchase order acknowledgment, service agreement, or other document prepared by Contractor that purports to require the District to indemnify, defend, hold harmless, reimburse, or assume liability for Contractor or any third party.
7. **District Property and Safety.** Contractor shall keep the work area reasonably clean and safe during performance of the work and shall remove debris generated by its work upon completion. Contractor shall be responsible for damage to District property caused by Contractor or its employees and shall promptly repair such damage at its expense.
 - a. Title to all materials incorporated into the work shall pass to the District upon payment.
 - b. Contractor shall have no right of self-help, repossession, or entry onto District property to remove installed materials, fencing, gates, or other improvements, whether before or after final payment.
8. **Background Checks.** Contractor represents that any employee, agent, or subcontractor who may have direct contact with students while performing work on District property shall comply with applicable Tennessee law and District requirements regarding criminal background checks. The District may prohibit any individual from accessing District property if the District reasonably determines that doing so is necessary for student or staff safety.
9. **Tobacco-Free Campuses.** Contractor acknowledges that all District property is tobacco-free. Contractor, its employees, agents, and subcontractors shall not use tobacco products, electronic cigarettes, vaping devices, or similar products on District property while performing work under this Agreement.
10. **Independent Contractor.** Contractor is an independent contractor and not an employee, partner, joint venturer, or agent of the District. Contractor shall have sole responsibility for the means and methods of performing the work and shall be solely responsible for the compensation, supervision, direction, and control of its employees, agents, and subcontractors. Contractor and its employees, agents, and subcontractors shall not be entitled to any compensation, benefits, insurance, retirement benefits, workers' compensation coverage, or other employment benefits provided by the District to its employees. Contractor shall be responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations applicable to its business operations and personnel. Contractor shall have no authority to bind or obligate the District in any manner unless expressly authorized in writing by the District.
11. **Compliance with Law.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the work. Contractor certifies that

it is not prohibited from contracting with the District under the Iran Divestment Act of Tennessee, Tenn. Code Ann. § 12-12-101 *et seq.*

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Tennessee. Any legal action arising from this Agreement shall be filed exclusively in the courts of Rutherford County, Tennessee.
13. **Dispute Resolution and Attorney Fees.** Before initiating litigation arising out of this Agreement, the parties shall make a good-faith effort to resolve the dispute through informal discussions and, if requested by either party, non-binding mediation. Nothing in this provision shall prevent either party from seeking immediate injunctive relief or other remedies necessary to protect its rights pending resolution of the dispute. Each party shall be responsible for its own attorney fees and litigation costs except as otherwise required by applicable law or court order.
14. **Entire Agreement.** This Agreement, together with Master Fence Quote No. 5688 dated June 5, 2026 as incorporated herein for descriptive purposes only, constitutes the entire agreement between the parties and supersedes all prior discussions and understandings relating to the subject matter of this Agreement. The quote is incorporated only to describe the work and price and does not incorporate Contractor's standard terms and conditions.
15. **Effective Date.** This Agreement shall become effective upon execution by both parties.

MASTER FENCE, LLC

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: i-Ready Classroom Mathematics Materials Annual Purchase

Board Meeting Date: June 23, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to purchase i-Ready Classroom Mathematics instructional materials for the 2026-2027 school year. i-Ready Classroom Mathematics is a comprehensive K-8 mathematics curriculum that combines print instructional materials with digital resources designed to support standards-based instruction. The materials are included on the list of instructional materials approved by the Tennessee Textbook and Instructional Materials Quality Commission, and the purchase will be made consistent with the applicable state-approved pricing and terms. The purchase includes state-approved instructional materials and will include access to associated digital resources. This purchase represents our annual purchase of our district adopted instructional materials for kindergarten-6th grade math.

Staff Recommendation

Approval of the purchase of i-Ready Classroom Mathematics instructional materials, subject to legal review and approval of any related agreements, addenda, or terms necessary to implement the purchase.

Fiscal Impact

The total cost of the instructional materials purchase is \$399,840.00 and will be paid from budgeted Curriculum and Instruction funds 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

TENNESSEE BOOK COMPANY

QUOTE

1550 HEIL QUAKER BLVD. STE 100
P.O. BOX 3009
LA VERGNE, TN 37086
615-793-5040

Number	006138
Date	01/16/2026
Page	1

Ship-to: 000
MURFREESBORO CITY SCHOOLS
RHONDA GORE, TEXTBOOKS
2552 S. CHURCH STREET
MURFREESBORO TN 37130

Bill-to: 123
MURFREESBORO CITY SCHOOLS
TREY DUKE, DIRECTOR
2552 SOUTH CHURCH STREET
MURFREESBORO TN 37130

Po #	Slsp	Terms	Whse	Freight	Ship Via
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Quote	123	NET 30 DAYS	01	PREPAID	ID/LG AVERITT
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Quoted By: WEB	Quoted To: Rhonda Gore	Effective: 01/16/2026	Expires: 05/16/2026
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Item	Description	ISBN	Ordered	UM	Price	UM	Extension
T28051925	IREADY CLSRM MATH G/K TN SE WR	9781728051925	1360	EA	46.00	EA	62560.00
T28051932	IREADY CLSRM MATH G/1 TN SE WR	9781728051932	1260	EA	46.00	EA	57960.00
T28051949	IREADY CLSRM MATH G/2 TN SE WR	9781728051949	1339	EA	46.00	EA	61594.00
T28051956	IREADY CLSRM MATH G/3 TN SE WR	9781728051956	1317	EA	46.00	EA	60582.00
T28051963	IREADY CLSRM MATH G/4 TN SE WR	9781728051963	1399	EA	46.00	EA	64354.00
T28051970	IREADY CLSRM MATH G/5 TN SE WR	9781728051970	1424	EA	46.00	EA	65504.00
T28051987	IREADY CLSRM MATH G/6 TN SE WR	9781728051987	340	EA	46.00	EA	15640.00
	Entered by: <-> 01/16/26						
	GRATIS MATERIAL FROM PUBLISHER						

QUOTE

<i>Kellie Dumas</i>	Merchandise	Misc	Tax	Freight	Total
	388194.00	.00	.00	11646.00	399840.00

Rhonda.Gore@cityschools.net

SOQ



01-006138



ADDENDUM TO CURRICULUM ASSOCIATES, LLC TERMS OF USE

This Addendum (herein “Addendum”) amends the Curriculum Associates, LLC Terms of Use and all attachments, exhibits, physical or virtual documents, writings, references, click-through, clickwrap, shrink-wrap, or other similar terms or agreements incorporated therein or presented in connection with Customer’s access to or use of Curriculum Associates, LLC products or services (collectively, the “Agreement”), by and between Curriculum Associates, LLC (herein “Contractor”) and Murfreesboro City Schools (herein “Customer”). The parties acknowledge that Customer may purchase certain bundled print, consumable, digital, or related instructional materials through Tennessee Book Company Quote 006138, however, this Addendum governs Customer’s access to and use of Contractor’s products and services, including any digital i-Ready resources made available to Customer under or in connection with such purchase. In consideration of Customer’s use of 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 governmental entities 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. § 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. **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.

5. **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.

6. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities 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.

7. **No Unauthorized Click-Through Terms.** No District employee, teacher, administrator, student, parent, account user, or other individual may bind District to any click-through, clickwrap, browsewrap, online, electronic, supplemental, updated, or incorporated terms unless such terms are expressly approved in writing by District's authorized representative. Continued use of the Services, account access, login activity, acceptance by an individual user, or failure to object to online terms shall not constitute District's acceptance of any new, revised, or additional terms.

8. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each Party shall bear its own costs.

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

10. **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.

11. **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.

12. **FERPA Compliance.** For purposes of carrying out this Agreement, Contractor will perform an institutional service or function for which the Customer would otherwise use employees, and is hereby designated by Customer 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).

- a. Contractor understands and agrees to comply with 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.
- b. Contractor understands and agrees that that it remains under direct control of Customer with respect to the use and maintenance of the education records. Contractor understands that the use of educational records is limited in scope and purpose. To access education records there must be a legitimate educational interest and must be essential to complete a function or task under this agreement.
- c. 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.
- d. Any failure to comply with applicable FERPA requirements by Contractor or any of its employees will be immediately reported to Customer by Contractor.

13. **Data Ownership.** In supplementation and not in limitation of the foregoing, the Customer retains and reserves the ownership of, and all rights, title, and interest in any and all data provided by the Customer to the Contractor under or in connection to this Agreement. The Contractor shall not destroy or permit the destruction of any Customer data, except upon the prior written consent of the Customer. On the expiration of the Term of this Agreement, when commercially reasonable, the Contractor shall promptly, and in no event not later than sixty (60) calendar days after request by the Customer, destroy and dispose of any remaining copies of the data in its possession or in the possession of any subcontractor.

14. **Compliance with Tenn. Code Ann. §49-1-221(c)(1)(A-D).** 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.

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.

Contractor

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

Terms of Use



[Home](#) > [Support](#) > Terms of Use

Last Updated: November 18, 2022

Welcome to www.CurriculumAssociates.com (the “CA Website”), a website owned and operated by Curriculum Associates, LLC (“Curriculum Associates”). These Terms of Use apply to your use of the CA Website, and only the CA Website. To review the Terms of Use for the *i-Ready*® platform, please [click here](#).

The following Terms of Use for the CA Website is a legal contract between you (“you,” “You,” or, collectively, “Users”) and Curriculum Associates, regarding your use of the CA Website.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR AN ACCOUNT WITH, ACCESSING, BROWSING, DOWNLOADING FROM OR USING THE CA WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE “TERMS”). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE CA WEBSITE.

1. **Eligibility.** The CA website is a resource for customers and potential customers. By registering for an account with the CA website, you represent that you are at least 13 years of age and



have not been previously suspended or removed from any Curriculum Associates web service.

2. **Privacy.** We take the protection of your personal information seriously, which is why Curriculum Associates has adopted the following privacy policy, which can be found by [clicking here](#). Curriculum Associates' Privacy Policy is hereby incorporated into these Terms by reference. Please read our Privacy Policy carefully for information relating to Curriculum Associates' collection, use, and disclosure of your personal information.
3. **Individual Features and Services.** When using the CA Website, you will be subject to any additional posted guidelines or rules applicable to specific services and features that may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.
4. **Modification of these Terms.** Curriculum Associates reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time with or without notice. Please check these Terms and any Guidelines periodically for changes. Your continued use of the CA Website after the posting of changes constitutes your binding acceptance of such changes.
5. **Digital Millennium Copyright Act.** Curriculum Associates respects authors' and content holders' rights. It is Curriculum Associates' policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to Curriculum Associates' DMCA Notification Guidelines in our [Copyright and Trademark Policy](#).
6. **Ownership and License Grants.** The CA Website is owned and operated by Curriculum Associates. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of the CA Website provided by Curriculum Associates (the "Materials") are protected by United States copyright, patent, trade secret, trade dress and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained in the CA Website are the property of Curriculum Associates and its third-party licensors. All trademarks, service marks, and trade names are proprietary to Curriculum Associates or its third-party licensors. Except as expressly authorized by Curriculum Associates, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Curriculum Associates reserves all rights not expressly granted in these Terms.
7. **Prohibited Conduct.** The following behaviors are prohibited by Curriculum Associates. You hereby agree that you shall not:

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Agenda Item Title: Purchase of Replacement Motorola Radios

Board Meeting Date: June 23, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests approval to purchase 150 replacement Motorola radios from Airwave Communications, an authorized Motorola reseller, at a cost of \$315.00 per unit for a total purchase price of \$47,250.00. The radios will replace equipment currently in service throughout the District.

Staff Recommendation

Approval of the purchase of 150 replacement Motorola radios at a total cost of \$47,250.00

Fiscal Impact

The total cost of the purchase is \$47,250.00 (\$315.00 per radio for 150 radios). Funding will be provided through the district's FY27 approved Operations 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

QUOTATION



61 Industrial Park Dr Ste 3
 Hendersonville, TN 37075
 (615) 822-7905



MOTOROLA
 Authorized Two-Way
 Radio Dealer

PREPARED FOR: Murfreesboro City Schools

ATTN: Ron McDaries

DATE: 6/16/2026

QUANTITY	EQUIPMENT DESCRIPTION	UNIT PRICE	TOTAL PRICE
150	Digital Portable Radio, Motorola CP100d, 4W, 16CH, UHF,	\$315.00	\$47,250.00
	1750 mAh Li-Ion Battery, Single Rapid Charger, UHF Stubby Antenna, 2" Belt Clip,		
	2YR Warranty, Item AAH87YDC9JA2AN		
FREE DELIVERY			
Equipment Total			\$47,250.00
Installation			\$0.00
Sales Tax			\$0.00
Shipping Estimate			\$0.00
Total Price			\$47,250.00

PAY TERMS NET 30 WAC

SALES REP MICHAEL LANE

ACCEPTED BY _____

DATE _____

Agenda Item Title: School Resource Officer Grant Memorandum of Understanding for State Fiscal Year 2027

Board Meeting Date: June 23, 2026

Department: Operations

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests Board approval of the Memorandum of Understanding (MOU) required for participation in the Tennessee Department of Safety and Homeland Security State FY 2027 School Resource Officer (SRO) Grant Program. The MOU establishes the responsibilities of the school district and the Murfreesboro Police Department regarding the assignment and operation of School Resource Officers within MCS schools. Because the MOU contains school safety and security-related information and is designated as confidential under Tennessee law, the document will not be included in the publicly posted agenda materials. Copies will be provided to Board members prior to the meeting for review and consideration.

Staff Recommendation

Approve the MOU between Murfreesboro City Schools and Murfreesboro Police Department for participation in the State Fiscal Year 2027 School Resource Officer Grant Program

Fiscal Impact

Approval of the MOU will allow the district to participate in the State FY 2027 SRO Grant Program. SRO services are funded through the City of Murfreesboro and state grant funding. There is no direct cost to the district associated with participation in the program, other than administrative and operational coordination related to the placement and support of School Resource Officers within school buildings.

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

Agenda Item Title: FY26 General Purpose Transportation Budget Amendment

Board Meeting Date: June 23, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment transfers \$10,000 of previously approved funds within the General-Purpose fund. This will address several accounts needing adjustments due to end of year invoices for transportation contracts of homeless and foster kids and DOT physicals for our staff. The additional money in 599 will cover the fees to extend the bus certifications.

Funds are being reallocated from savings found in the Transportation account. There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. Total amount of transfers is \$10,000.

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

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141 Interfund Transfer

Account	Description	Increase	Decrease
141 E 72710 146	Bus Drivers	-	10,000
141 E 72710 311	Contracts with Other Schools	4,000	-
141 E 72710 399	Other Contracted Services	4,500	-
141 E 72710 599	Other Charges	1,500	-
Total		\$ 10,000	\$ 10,000

Explanation: To transfer \$10,000 in previously approved funds within the General Purpose - Transportation
account to align the necessary expenditures for end of year closeout.

D. J. D.
 Reviewed by Finance Director/Finance Manager

6/18/26
 Date

Approved

Bobby D. D.
 Director of Schools

6/18/26
 Date

Declined

Agenda Item Title: FY26 Summer School Interfund Budget Amendment

Board Meeting Date: June 23, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment transfers \$19,200 of previously approved Summer School funds within the General-Purpose fund. This amendment is needed to follow the States' guidance on remaining money to be moved from other salaries to in-service/staff development. The savings are found from crossing guards' salaries now being paid out of transportation.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. The total amount of transfers is \$19,200.

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

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY26 General Purpose Fund 141 Summer School
 BOE Meeting Date 23-Jun-26

Account	Description	Increase	Decrease
	Summer School		
141 E 72210 189	Other Salaries		19,200
141 E 72210 524	In-Service/Staff Development	19,200	
Total		\$ 19,200	\$ 19,200

Explanation: To realign Summer School funding based on the state's guidance.

The budget revision is reasonable, necessary and allowable.

[Signature] Reviewed by Finance Director/Finance Manager *6/18/26* Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby J. Duke III</i></u> Director of Schools	<u><i>6/18/26</i></u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: 2026-2031 Strategic Plan

Board Meeting Date: June 23, 2026

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

In August 2025, the district began the process of developing a new five-year strategic plan (2026–2031) to serve as a blueprint for implementing the Board’s vision for the school district. The Board established and solidified district goals in October, and from October through May, district staff gathered extensive input from teachers, school administrators, department heads, and parents through a variety of engagement opportunities. Since that time, the Board has received multiple updates and had additional opportunities to provide feedback. This evening, we are presenting the final draft for approval. Once adopted, the strategic plan will provide consistency of priorities for leadership across the district, guide budgetary and funding priorities, and serve as a framework for measuring and monitoring our progress as a district.

Staff Recommendation

Approval of the district’s five-year plan as presented.

Fiscal Impact

The five-year strategic plan will serve as a guide for creating budget priorities. However, there is no specific fiscal impact with the revision.

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

MCS 2026-2031 Strategic Plan -Goals and Objectives Only

Mission Statement: To assure academic and personal success for each student.

Vision: All students and stakeholders are known, safe, challenged and empowered.

Goal 1: MCS will raise achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.	
Objectives	
<p>Priority Objective 1: For all students in grades 3-6, increase the percentage of students scoring on or above a proficient level on state-assessed subjects annually by an average of 2.5% and maintain TVAAS scores of a minimum of 3 or higher in ELA and math.</p>	<p>Priority Objective 2: For all students in grades K-2, increase the percentage of students scoring on or above grade level on district benchmark assessments annually by an average of 2.5%</p>
<p>Priority Objective 3: Decrease the percentage of SWD and ELLs who are scoring in the below level in ELA and Math annually and Maintain Level 3 TVAAS growth for SWD and ELL student groups in ELA and Math annually.</p>	<p>Priority Objective 4: For students in grades 3-6 who perform in the bottom 25%, maintain level 4 TVAAS growth.</p>

Goal 2: MCS will promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.	
Objectives:	
<p>Priority Objective 1: Decrease non-academic, behavioral, and social emotional barriers to learning by providing multiple pathways to tiered services and support as measured by an increase in our average daily attendance to 96% and decreasing Out of School Suspensions from 7.3% to 5% or less by 2031.</p>	<p>Priority Objective 2: Increase support and learning opportunities for parents to serve as their child’s first and most important teacher as measured by 90% of families stating they receive information from the school/district about how to help their child.</p>
<p>Priority Objective 3: Identify, implement, and support a variety of extracurricular opportunities for students in athletics, STEAM, Performing Arts, and advanced academics.</p>	

Goal 3: MCS will invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.	
Objectives:	
Priority Objective 1: Retain at least 90% of highly effective educators, defined as teachers earning a Level of Effectiveness (LOE) score of 4 or 5.	Priority Objective 2: Engage in proactive recruitment and strategic partnerships to ensure less than 1% of certified positions are unfilled at the start of each school year.
Priority Objective 3: Ensure workforce stability and high-quality staffing through retention in all district positions as measured by less than 1% of all positions are unfilled by August 1 st of each year.	

Goal 4: MCS will ensure operational efficiency so that resources effectively support and enhance student learning.	
Objectives:	
Priority Objective 1: MCS will strategically manage facilities, equipment, and infrastructure through a data-informed, multi-year planning process where 100% of major assets are tracked and used to inform a multi-year CIP.	Priority Objective 2: Maintain safe and secure learning environments that reduce risk to students and staff in which annually 100% of staff are thoroughly trained and 100% of schools complete an annual security assessment with documented findings and action steps.
Priority Objective 3: Maintain secure technology systems aligned with the NIST Cybersecurity Framework and Tennessee K–12 requirements to protect district operations, instructional continuity, and student and staff data. Success will be measured through 100% semi-annual access audits, a 14-day critical patch window, 95% cybersecurity training completion, monthly phishing simulations with a click rate below 5%, and zero unauthorized data disclosures.	Priority Objective 4: Maintain financial stability and sustainability to protect instructional resources and support long-term district priorities by ensuring a minimum 10% fund balance in the general-purpose fund and labor cost at, or below, 88%.

Goal 5: MCS will strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.	
Objectives	Strategies
Priority Objective 1: Enhance our brand and public narrative by communicating consistently, transparently, and positively about the work happening across the district as measured by parent, staff, and community surveys.	Priority Objective 2: Expand family access to high-quality educational programmatic options by increasing opportunities for school choice within the district.

MCS 2026-2031 Strategic Plan -Full Version with Strategies

Mission Statement: The mission of MCS is to assure academic and personal success for each student.

Vision: All students and stakeholders are known, safe, challenged and empowered.

Goal 1: EMPOWER: MCS will raise achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.	
Objectives:	Strategies:
<p>Priority Objective 1: For all students in grades 3-6, increase the percentage of students scoring on or above a proficient level on state-assessed subjects annually by an average of 2.5% and maintain TVAAS scores of a minimum of 3 or higher in ELA and math.</p> <p><i>ELA 2025: 41.5%</i> <i>Math 2025:47.8%</i> <i>Science 2025:44.8%</i></p>	<ol style="list-style-type: none"> 1. Ensure all students have access to high-quality instructional materials in all subject areas and ensure implementation with integrity across all schools. 2. Utilize standards-aligned benchmark assessments and district-supported item banks to monitor student progress and instructionally respond. 3. Provide high-quality professional development that is ongoing, job-embedded, coherent, and curriculum-based to all employees who support student instruction with specialized training for teachers in their first three years in HQIM foundations. 4. Provide for and train tutors and gifted specialists to ensure coherence with Tier I through the services provided. Provide consistent collaboration experiences between Tier I teachers and tutors/gifted specialists to ensure coherence with Tier I through the services provided. 5. Align school-based tutoring and ESP tutoring to ensure continuity and coherence. 6. Provide tools that support curricular ease-of-use, including curriculum maps, scope-and-sequence documents, and instructional time guidance designed to maximize learning while preserving time for relationship-building and social-emotional supports, including morning meetings.
<p>Priority Objective 2: For all students in grades K-2, increase the percentage of students scoring on or above grade level on district benchmark assessments annually by an average of 2.5%</p> <p><i>ELA Skills Block Benchmark 2025: (to be entered at the end of 2025-2026)</i> <i>Math Foundational Domains Benchmark 2025:</i> <i>NO-39%</i> <i>ALG-43%</i></p>	<ol style="list-style-type: none"> 1. Implementation of early literacy high-quality instructional materials for both whole group and small group Tier I instruction. 2. Utilize early literacy assessments to align instructional supports to students' individual needs. 3. Provide early literacy training to teachers, school leaders, and classified instructional staff on a sounds first approach to instruction. 4. Provide for and train ELA and Math interventionists and tutors who support students with achievement gaps and ensure coherence with Tier I in the services provided. 5. Align school-based tutoring and ESP tutoring to ensure continuity and coherence.
<p>Priority Objective 3: Decrease the percentage of SWD and ELLs who are scoring in the below level in ELA and Math annually and Maintain Level 3 TVAAS growth for SWD and ELL student groups in ELA and Math annually.</p>	<ol style="list-style-type: none"> 1. Provide consistent collaboration experiences between Tier I teachers and ESL/SWD teachers to ensure coherence with Tier I through the services provided. 2. Provide training and resources to ensure SWD remain in Tier I or LRE 80% of their school day as measured by the APR indicators.

	<ol style="list-style-type: none">3. Provide ongoing professional learning for general education and special populations teachers on evidence-based best practices and language supports embedded within ELA and Math instruction.4. Implement and monitor ELA and Math programs in special education and ESL to ensure coherence with Tier I instruction and that it explicitly address language development, scaffolding, and access to grade-level standards for SWD and ELL students.
<p>Priority Objective 4: For students in grades 3-6 who perform in the bottom 25%, maintain level 4 TVAAS growth.</p>	<ol style="list-style-type: none">1. Provide consistent collaboration experiences between Tier I teachers and Tier III interventionists to ensure coherence with Tier I through the services provided.2. Provide high-quality professional development that is ongoing, job-embedded, to all interventionist and educational assistants who support student instruction.3. Utilize benchmark assessments and skills-based screeners to monitor individual student growth and align supports to the level of student need.4. Ensure school schedules include daily intervention time and provide ongoing training for administrators and teachers on appropriate use of this time.

Goal 2: KNOWN: MCS will promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.	
Objectives:	Strategies:
<p>Priority Objective 1: Decrease non-academic, behavioral, and social emotional barriers to learning by providing multiple pathways to tiered services and support as measured by an increase in our average daily attendance to 96% and decreasing Out of School Suspensions from 7.3% to 5% or less by 2031.</p>	<ol style="list-style-type: none"> 1. Maintain a 1:500 ratio for school counselors and a combined 1:300 for all social-emotional and non-academic supports (counselors, behavior interventionists, Calm Coaches, social workers). 2. Achieve and maintain daily mental health coverage at all schools through district-based staff and third-party providers. 3. Maintain school nurses in every school to aid in the health and well-being of all students to promote attendance and keep students in class. 4. Implement and monitor a consistent, universal (Tier I) RTI-B curriculum with the support of school counselors and morning-meeting time in each classroom. 5. Implement and monitor a consistent, districtwide RTI2B framework for behavior and social-emotional learning that is implemented as a shared responsibility across all schools and staff; ensures universal (Tier I), targeted (Tier II), and intensive (Tier III) supports are clearly defined, consistently implemented, and accessible at every school; and is guided by district-level structures, including the RTI2B Districtwide Committee, to support integrity and continuous improvement. 6. Increase system-wide training and coaching opportunities for all staff in de-escalation, implementation of behavioral plans, and trauma-informed practices and provide resources to ensure all staff fully understand pathways of support. 7. Refinement of BEST Classroom through systematic training and processes to increase % of students exiting the program and expansion of partnerships with out-of-district providers to ensure all students receive the appropriate level of support. 8. Annually communicate and train families on the district’s Progressive Truancy Intervention Plan by integrating attendance education into Parent Universities, Kindergarten registration, and other parent engagement events.
<p>Priority Objective 2: Increase support and learning opportunities for parents to serve as their child’s first and most important teacher as measured by 90% of families stating they receive information from the school/district about how to help their child.</p>	<ol style="list-style-type: none"> 1. Provide targeted parent universities through multiple formats and with flexible scheduling (online, in-person, school-level, district-level, mobile, etc.) that cover both academic and non-academic strategies for students across grade levels. 2. Through partnerships with community organizations, maintain a family resource center and mobile FRC to provide essentials needs to families to eliminate barriers to learning. 3. Provide targeted training for PreK families to support the transition to kindergarten.
<p>Priority Objective 3: Identify, implement, and support a variety of extracurricular opportunities for students in athletics, STEAM, Performing Arts, and advanced academics.</p>	<ol style="list-style-type: none"> 1. Continue and expand partnerships with MTSU and other agencies for sports clinics and early exposure to careers. 2. Align with ESP to develop a unified stipend approach that strengthens school day and ESP cohesion and ensures dependable staffing for student programming.

	<ol style="list-style-type: none"> 3. Supports schools in the designation and re-designation process for TN STEM (STEAM) accreditation. 4. Provide ongoing professional development for visual and performing arts educators (i.e. <i>TN Arts Academy</i>) and authentic opportunities annually for students to showcase their work and performances. 5. Ensure ongoing student showcase events such as district STEAM nights, Music Festival, Arts Shows, etc.
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Goal 3: CHALLENGED: MCS will invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.	
Objectives:	Strategies:
<p>Priority Objective 1: Retain at least 90% of highly effective educators, defined as teachers earning a Level of Effectiveness (LOE) score of 4 or 5.</p>	<ol style="list-style-type: none"> 1. Ensure employees have access to on-going, job-embedded professional learning that leads to improvements in their teaching (90% on annual staff survey) including in-depth training such as literacy and networks. 2. Ensure all new educators have access to high-quality, trained mentors who provide instructional, professional, and relational support during their first two years in the district with specialized mentoring for new special education and ESL teachers. 3. Establish multiple on-going feedback loops that provide educators and staff with meaningful opportunities to share input, reflect on working conditions, and influence district decision-making through annual staff surveys, the Teacher Advisory Council, and structured roundtable conversations. 4. Expand and sustain leadership development pathways that prepare and support teachers for growth opportunities within MCS, including instructional leadership, mentoring roles, and formal leadership development programs.
<p>Priority Objective 2: Engage in proactive recruitment and strategic partnerships to ensure less than 1% of certified positions are unfilled at the start of each school year.</p>	<ol style="list-style-type: none"> 1. Maintain and create new partnerships with multiple education preparation providers (including out-of-state and HBCUs) to recruit high-quality teaching candidates by providing regular access to MCS classrooms, teachers, specialized programs, and early exposure to the district 2. Engage in recruitment activities such as attendance at job fairs (including out-of-state and HBCUs), tour of schools days, and social media/digital presence to expand the recruitment reach. 3. Provide hard-to-staff differentiated compensation for specific roles determined annually by the board. 4. Work with partners to provide opportunities annually to assist highly effective classified staff to obtain their teaching certificates.
<p>Priority Objective 3: Ensure workforce stability and high-quality staffing through retention in all district positions as measured by less</p>	<ol style="list-style-type: none"> 1. Annually evaluate salary comparisons and differentiated pay with neighboring districts to review the salary scale for certified and classified positions to ensure MCS is offering competitive pay at all steps.

<p>than 1% of all positions are unfilled by August 1st of each year.</p>	<ol style="list-style-type: none"> 2. Modify classified salary steps to better align with certified salary steps to compensate for longevity. 3. Routinely and systematically provide leadership training opportunities to all district leaders on personnel, management, and instructional leadership grounded in our MCS Leads Core Values. 4. Annually evaluate employee benefits to ensure all employees have access to affordable health care including access to emotional wellbeing solutions. 5. Provide paid, role-specific professional development during scheduled work hours on designated professional learning days throughout the school year for classified employees.
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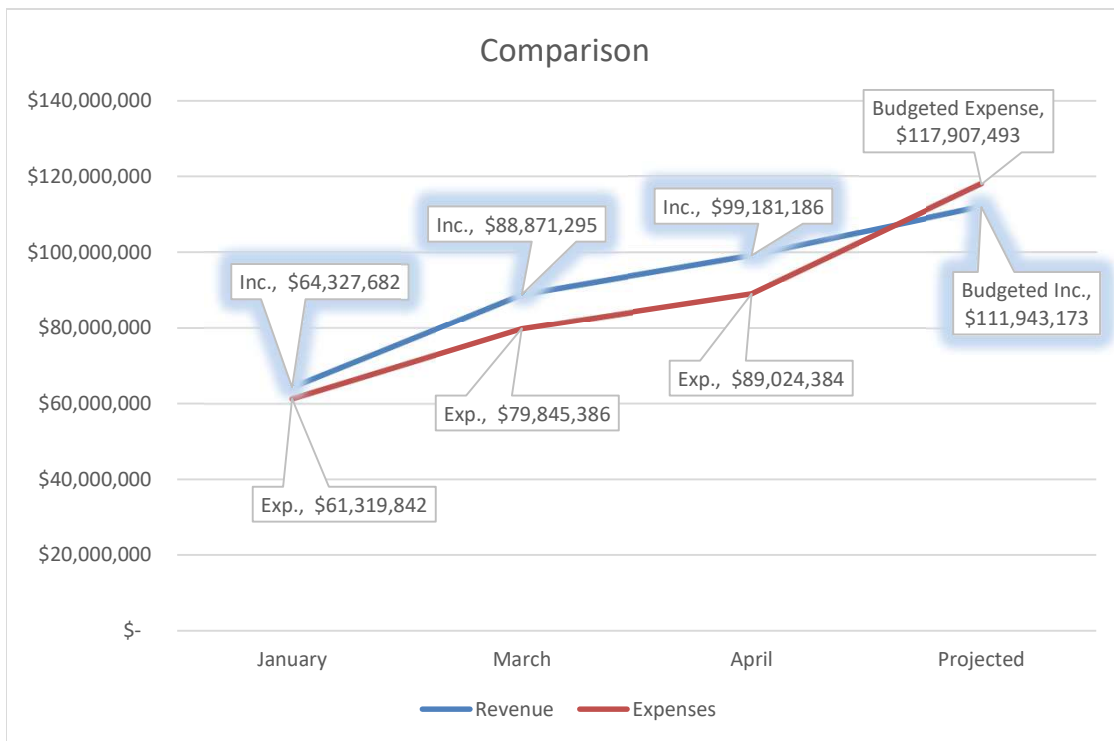
<p>Goal 4: SAFE: MCS will ensure operational efficiency so that resources effectively support and enhance student learning.</p>	
<p>Objectives</p>	<p>Strategies</p>
<p>Priority Objective 1: MCS will strategically manage facilities, equipment, and infrastructure through a data-informed, multi-year planning process where 100% of major assets are tracked and used to inform a multi-year CIP.</p>	<ol style="list-style-type: none"> 1. Monitor and adjust infrastructure plans to account for enrollment growth and operational demands so that all school facilities remain at least 80% full and no school is at 110% capacity for multiple years. 2. Implement an asset management process to prioritize major projects such as roofing, HVAC, access control, radios, and freezers so that annual CIP addresses needs proactively. 3. Systematic and routine dialogue and communication between operational leads and building principals to ensure reliable learning environments.
<p>Priority Objective 2: Maintain safe and secure learning environments that reduce risk to students and staff in which annually 100% of staff are thoroughly trained and 100% of schools complete an annual security assessment with documented findings and action steps.</p>	<ol style="list-style-type: none"> 1. Conduct annual comprehensive security assessments at all schools and district facilities in conjunction with Murfreesboro Police Department and monthly informal checks by the district safety supervisor. 2. Meet and coordinate regularly with the Murfreesboro Police Department and the Department of Homeland Security to review protocols, share intelligence, and strengthen emergency response planning. 3. Maintain an active MOU with MPD to ensure SROs are in all schools daily. 4. Provide training and communication to staff on safety procedures and emergency preparedness twice annually.
<p>Priority Objective 3: Maintain robust cybersecurity and access control protocols aligned to NIST CSF 2.0—covering governance, identity management, data protection, detection, and incident response—and in compliance with Tennessee K-12 legal requirements. Success will be measured through</p>	<ol style="list-style-type: none"> 1. Implement a district instructional technology leadership team to guide and provide input on the use of technology in the classrooms including emerging trends around online testing and artificial intelligence. 2. Maintain robust cybersecurity and access control protocols to protect student and staff data. 3. Implement a replacement plan and update cycle to ensure reliability and cost predictability.

<p>100% semi-annual access audits, full MFA adoption, a 14-day critical patch window, 95% cybersecurity training completion, monthly phishing simulations with a click rate below 5%, and zero unauthorized data disclosures.”</p>	
<p>Priority Objective 4: Maintain financial stability and sustainability to protect instructional resources and support long-term district priorities by ensuring a minimum 10% fund balance in the general-purpose fund and labor cost at, or below, 88%.</p>	<ol style="list-style-type: none"> 1. Effective internal controls and operational accountability through consistent training, monitoring, and continuous improvement. 2. Ongoing coordination between human resources, finance, and legal to ensure personnel tasks and position control. 3. Maintaining budget integrity with ongoing formal and informal budget monitoring.

<p>Goal 5: MCS will strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.</p>	
<p>Objectives</p>	<p>Strategies</p>
<p>Priority Objective 1: Enhance our brand and public narrative by communicating consistently, transparently, and positively about the work happening across the district as measured by parent, staff, and community surveys.</p>	<ol style="list-style-type: none"> 1. Promote and expand awareness of signature programs (ESP, STEM/STEAM, Farm2School, etc.) and student supports that distinguish the district and meet the needs of families. 2. Elevate employee recognition and school spotlights by regularly celebrating staff contributions and school accomplishments through district communications, public recognitions, social media channels and storytelling that highlights the impact of employees and the district on student success. 3. Strengthen community partnerships by collaborating with local organizations, businesses, and civic leaders to highlight shared successes and expand opportunities for students and families. 4. Increase parent and stakeholder education and engagement by providing accessible information about district initiatives, programs, and outcomes, and by creating regular opportunities for feedback and dialogue including a formal parent advisory group.
<p>Priority Objective 2: Expand family access to high-quality educational programmatic options by increasing opportunities for school choice within the district.</p>	<ol style="list-style-type: none"> 1. Conduct an annual review of the zone waiver process to identify opportunities to responsibly increase the number of available choice seats across schools. 2. Create and expand distinct programmatic options within MCS that provide families with meaningful choices while leveraging district strengths and meeting student interests and needs. 3. Implement a coordinated communication strategy (including school tours and informational sessions) that clearly explains MCS choice options, zone waiver processes, timelines, and program offerings so families can make informed decisions.

**COMPARISON OF BUDGET TOTALS
July 1, 2025 Through April 30, 2026**

TOTAL INCOME	7/1/25 - 4/30/26	\$	99,181,186
TOTAL EXPENSES	7/1/25 - 4/30/26		89,024,384
			<hr/>
	NET INCOME 4/30/26	\$	10,156,802
			<hr/> <hr/>



**Projected to end the year:
Revenue - \$115,276,615
Expenditures - \$117,031,151**

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received	2025-26 BUDGET	2025-26 YTD REV.	2025-26 OVR/(UNDR) BUDGET	2025-26 % Received
1	40110-Current Prop. Tax	15,000,000	12,880,319	(2,119,681)	85.9%	14,000,000	13,500,249	(499,751)	96.4%
2	40210-Local Option Sales Tax	16,700,000	12,080,158	(4,619,842)	72.3%	17,888,900	13,210,542	(4,678,358)	73.8%
3	40000-41110-Other County Rev	1,972,000	1,001,284	(970,716)	50.8%	2,032,500	1,378,394	(654,106)	67.8%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,621,796	1,518,519	(103,277)	93.6%	786,675	1,373,674	586,999	174.6%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 35,293,796	\$ 27,480,280	\$ (7,813,516)		\$ 34,708,075	\$ 29,462,859	\$ (5,245,216)	
5	46310-Project Diabetes Grant	126,700	126,699	(1)	100.0%	-	-	-	N/A
6	46510-TISA	63,477,651	57,687,899	(5,789,752)	90.9%	65,887,040	59,984,591	(5,902,449)	91.0%
7	46513-TISA On-Behalf Payments	30,000	-	(30,000)	N/A	30,000	-	(30,000)	N/A
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,500,605	1,082,900	(417,705)	72.2%	1,326,895	1,044,950	(281,945)	78.8%
9	46590-Other State Education	1,851,909	-	(1,851,909)	0.0%	3,991,841	1,699,589	(2,292,252)	42.6%
10	46596-Paid Parental Leave	300,000	179,372	(120,628)	N/A	250,000	166,251	(83,749)	66.5%
11	46610-Career Ladder Program	51,000	44,946	(6,054)	88.1%	40,000	38,539	(1,461)	96.3%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	-	-	-	N/A	183,622	24,530	(159,092)	N/A
	<i>SUBTOTAL STATE REVENUES</i>	\$ 67,337,865	\$ 59,121,816	\$ (8,216,049)		\$ 71,709,398	\$ 62,958,451	\$ (8,750,947)	
15	47000- Federal Funds	396,348	136,766	(259,582)	34.5%	16,200	113,654	97,454	701.6%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 396,348	\$ 136,766	\$ (259,582)		\$ 16,200	\$ 113,654	\$ 97,454	
16	49100-49800 Insurance Recovery/Indirect Costs	195,000	27,305	(167,695)	14.0%	365,920	75,303	(290,617)	20.6%
17	49810-City of Murfreesboro Allocation	7,885,103	6,570,919	(1,314,184)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
18	49820-City TN All Corp Grant	156,000	156,000	-	100.0%	-	-	-	N/A
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,236,103	\$ 6,754,224	\$ (1,481,879)		\$ 8,251,023	\$ 6,646,222	\$ (1,604,801)	
	<i>TOTAL REVENUES</i>	\$ 111,264,112	\$ 93,493,087	\$ (17,771,026)	84.0%	\$ 114,684,696	\$ 99,181,186	\$ (15,503,510)	86.5%

YEAR-TO-DATE EXPENDITURE COMPARISON

	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %	2025-26 BUDGET	2025-26 YTD EXP.	2025-26 OVR/(UNDR) BUDGET	2025-26 %
1 71100-Reg. Instruction	61,154,757	43,871,961	(17,282,797)	71.7%	63,923,942	\$ 46,510,946	(17,412,996)	72.8%
2 71200-Sp. Ed. Instruction	13,930,329	10,080,758	(3,849,571)	72.4%	14,041,646	11,316,308	(2,725,338)	80.6%
3 71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4 72110-Attendance	188,725	150,839	(37,886)	79.9%	192,705	157,232	(35,473)	81.6%
5 72120-Health Services	1,252,495	891,901	(360,594)	71.2%	1,226,965	790,129	(436,837)	64.4%
6 72130-Guidance	4,188,625	3,073,960	(1,114,665)	73.4%	3,711,291	2,730,874	(980,417)	73.6%
7 72210-Reg. Instr. Support	2,774,798	2,076,962	(697,836)	74.9%	4,279,312	3,220,582	(1,058,730)	75.3%
8 72220-Sp. Ed. Support	2,209,555	1,639,781	(569,774)	74.2%	3,067,320	2,372,019	(695,301)	77.3%
9 72250-Technology	2,738,190	2,137,355	(600,835)	78.1%	2,826,855	1,950,718	(876,137)	69.0%
10 72310-Bd. Of Education	2,187,020	1,830,526	(356,494)	83.7%	2,150,885	1,666,703	(484,182)	77.5%
11 72320-Office of Supt.	471,438	356,122	(115,316)	75.5%	475,310	357,173	(118,137)	75.1%
12 72410-Office of Principal	6,151,248	4,714,521	(1,436,727)	76.6%	6,310,490	4,819,142	(1,491,348)	76.4%
13 72510-Fiscal Services	885,280	726,701	(158,579)	82.1%	972,675	772,476	(200,199)	79.4%
14 72520-Personnel Services	606,845	486,088	(120,757)	80.1%	663,990	543,785	(120,205)	81.9%
15 72610-Oper. Of Plant	6,372,847	4,564,282	(1,808,565)	71.6%	6,292,839	4,588,176	(1,704,663)	72.9%
16 72620-Maint. Of Plant	3,481,108	2,180,724	(1,300,384)	62.6%	3,409,757	2,249,874	(1,159,883)	66.0%
17 72710-Pupil Transp.	5,457,902	3,748,278	(1,709,624)	68.7%	5,059,870	3,445,517	(1,614,353)	68.1%
18 73300-Community Service	507,561	349,804	(157,757)	68.9%	468,005	372,093	(95,912)	79.5%
19 73400-Early Childhood Educ.	1,154,547	798,822	(355,725)	69.2%	1,173,395	853,351	(320,044)	72.7%
20 76100-Reg. Cap. Outlay	3,243,219	40,793	(3,202,426)	1.3%	202,365	151,779	(50,586)	75.0%
21 82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22 82230-Education Debt Int	-	-	-	N/A	-	-	-	N/A
23 99100-Operating Transfers	217,601	155,510	(62,091)	71.5%	217,590	155,510	(62,080)	71.5%
TOTALS	119,174,090	83,875,687	\$ (35,298,403)	70.4%	120,667,207	89,024,384	\$ (31,642,823)	73.8%

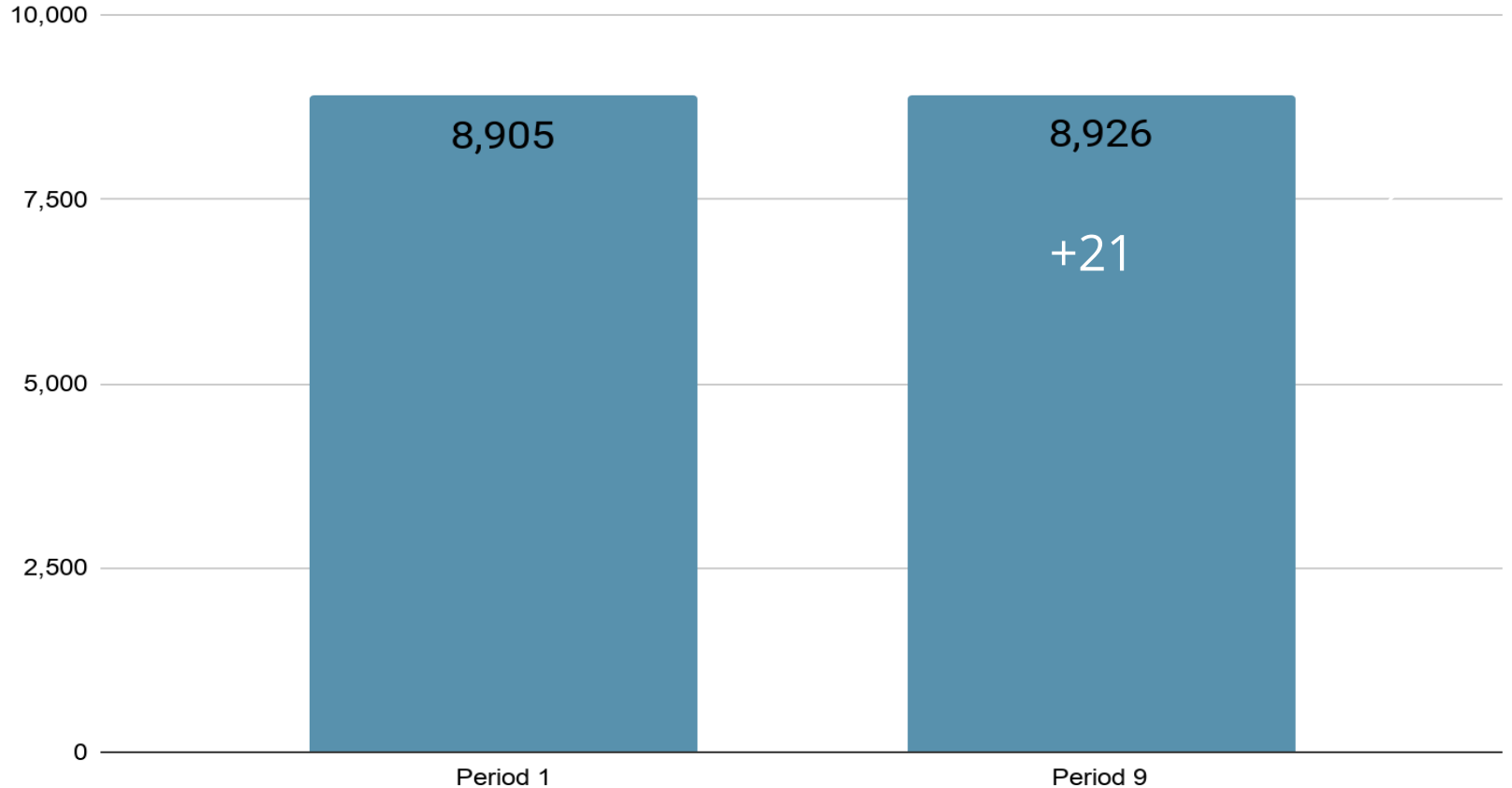
Period 9

May 12 - 28, 2026

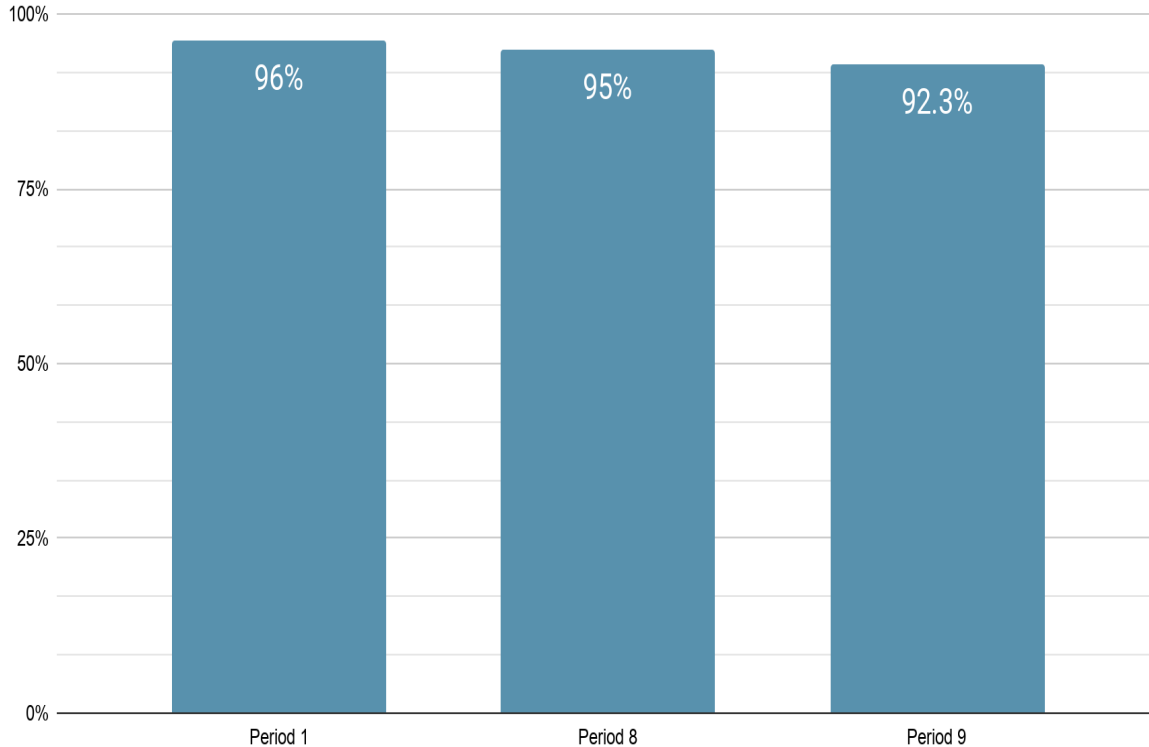
Enrollment Update



Total Enrollment for Pre-Kindergarten through Grade 6



Average Daily Attendance (ADA)



94.8% MCS Year End

+.3% change from last year

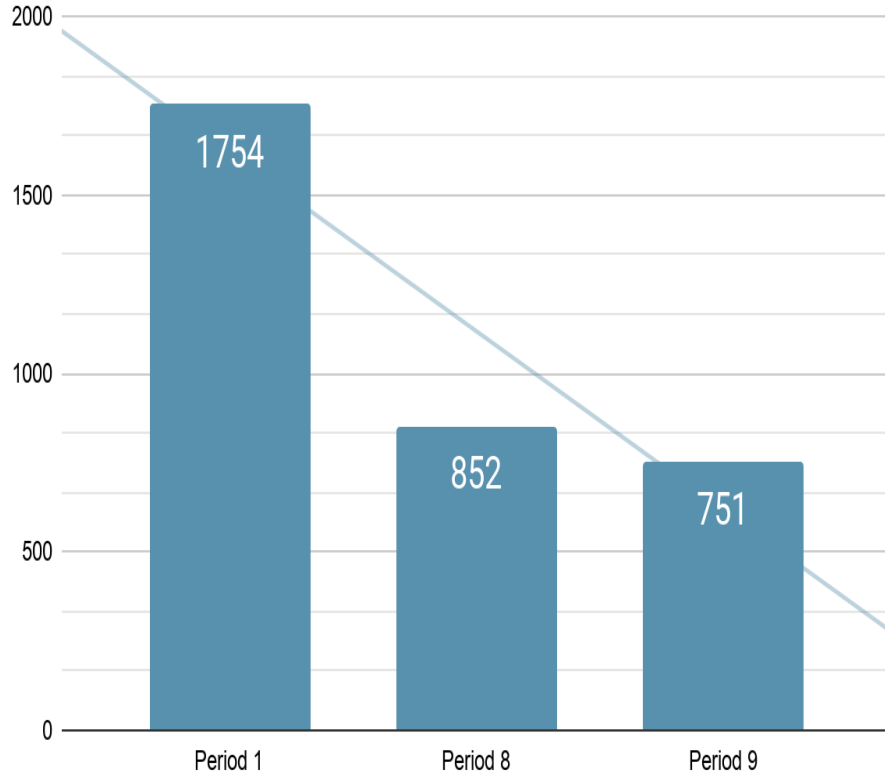
94.5 year end from previous 2025

Significant mentions:

All schools were between 93.8% - 96.6%

Unofficial Chronic Absenteeism

Missing 18+ Days or +10% (Excused and Unexcused)



751 students or 9%

161 less students or 10%
from Period 9 in 2025

Unofficial significant mentions

All schools remained the same of decreased

-70% Discovery (7 students)

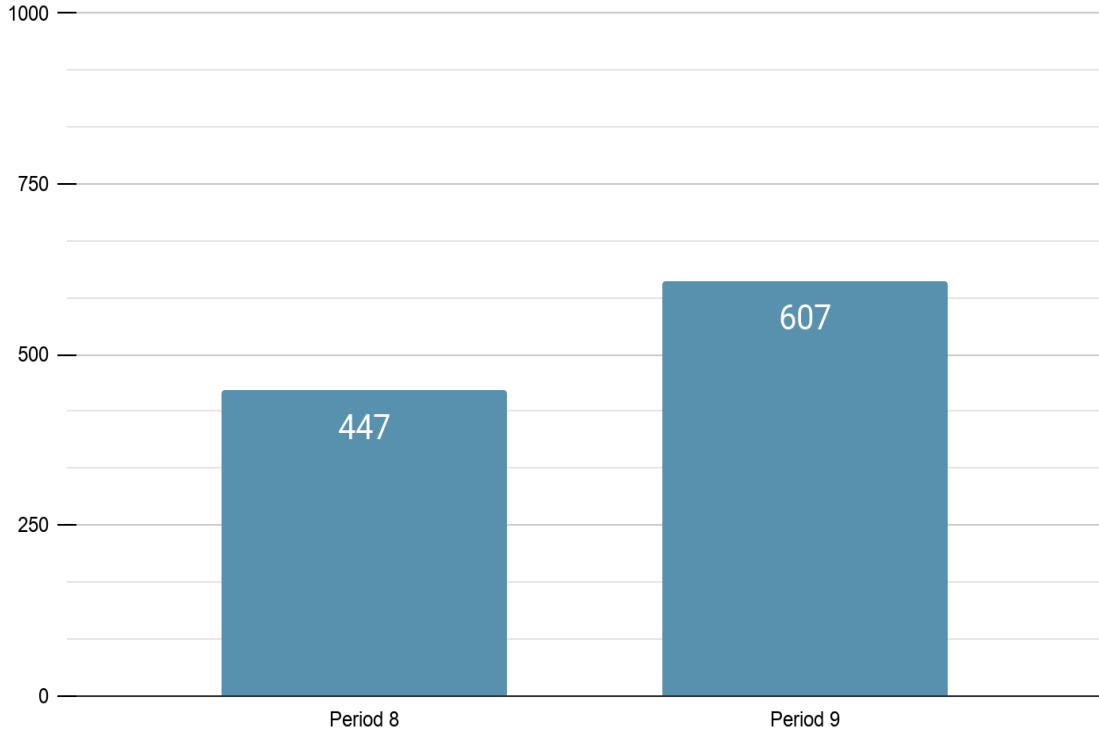
-49% Salem (39 students)

-24% Overall Creek (15 students)

-22.5% Mitchell Neilson (22 students)

Truancy

10+ Days Unexcused Absences



607 Students or 7.3%

75 less students, 2025 Period 9

Significant mentions

-75% Discovery (3 students)

-41% Mitchell Neilson (26 students)

-41 Northfield (14 students)

-32% Reeves Rogers (17 students)

-32% Salem (30 students)

-23% CLA (15 students)

-17% Black Fox (6 students)

Enrollment and Attendance Summary

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from <u>Previous</u> <u>Period</u>
Kindergarten through 3rd Grade	5,266	291	18.10	-0.02
4th Grade through 6th Grade	3,013	162	18.60	-0.02
District Totals	8,279	453	18.28	-0.02

Questions



Enrollment Period 9 - 05/12/2026-05/28/2026

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 7
Black Fox	782	40			28			850	4
Bradley	341					10		351	(3)
Cason Lane	622	72	34	21	33			782	(1)
Discovery	376							376	0
Erma Siegel	841		12	11	24		1	889	0
Hobgood	601				17			618	(7)
John Pittard	718	39	20	12	21			810	(3)
Mitchell-Neilson	499	38	19	10		14		580	(2)
Northfield	562	40	12	6	33			653	0
Overall Creek	881				17			898	0
Reeves-Rogers	325				15			340	0
Salem	871				19			890	(1)
Scales	859				30			889	(1)
								8926	(14)

Totals	8278	229	97	60	237	24	1	8926
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8278				237	24	1	8540
Non-TISA Funded		229	97	60				386

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-339

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-339

TISA Funded Growth by Reporting Period	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-339

Average Attendance Percentage	
92.3%	

PTR Period 9 - 05/12/2026-05/28/2026

	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 8	
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio			
Black Fox	115	7	16.43	123	7	17.57	113	6	18.83	121	6	20.17	472	26	18.15	134	7	19.14	110	5	22.00	66	3	22.00	310	15	20.67	782	4	
Bradley	53	3	17.67	47	3	15.67	48	3	16.00	52	3	17.33	200	12	16.67	44	3	14.67	56	3	18.67	41	2	20.50	141	8	17.63	341	(3)	
Cason Lane	96	6	16.00	98	5	19.60	99	6	16.50	110	7	15.71	403	24	16.79	100	6	16.67	78	5	15.60	41	2	20.50	219	13	16.85	622	0	
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	62	3	20.67	64	3	21.33	10	1	10.00	136	7	19.43	376	0	
Erma Siegel	135	8	16.88	137	7	19.57	144	7	20.57	138	7	19.71	554	29	19.10	149	8	18.63	138	7	19.71				287	15	19.13	841	0	
Hobgood	82	5	16.40	80	5	16.00	102	6	17.00	98	5	19.60	362	21	17.24	89	5	17.80	95	5	19.00	55	3	18.33	239	13	18.38	601	(7)	
John Pittard	116	6	19.33	107	6	17.83	113	6	18.83	113	6	18.83	449	24	18.71	116	6	19.33	104	6	17.33	49	3	16.33	269	15	17.93	718	(3)	
Mitchell-Neilson	80	5	16.00	84	5	16.80	76	4	19.00	93	5	18.60	333	19	17.53	65	4	16.25	79	4	19.75	22	2	11.00	166	10	16.60	499	0	
Northfield	80	5	16.00	99	5	19.80	95	5	19.00	93	5	18.60	367	20	18.35	91	5	18.20	85	4	21.25	19	1	19.00	195	10	19.50	562	0	
Overall Creek	118	7	16.86	134	7	19.14	157	8	19.63	149	8	18.63	558	30	18.60	169	9	18.78	154	8	19.25				323	17	19.00	881	0	
Reeves-Rogers	46	3	15.33	74	4	18.50	46	3	15.33	51	3	17.00	217	13	16.69	56	3	18.67	52	3	17.33				108	6	18.00	325	0	
Salem	132	7	18.86	138	8	17.25	126	7	18.00	152	8	19.00	548	30	18.27	163	8	20.38	133	8	16.63	27	2	13.50	323	18	17.94	871	(1)	
Scales	135	8	16.88	142	7	20.29	135	8	16.88	150	8	18.75	562	31	18.13	156	8	19.50	141	7	20.14				297	15	19.80	859	(1)	
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade											
	1248	73	17.10	1323	72	18.38	1314	72	18.25	1380	74	18.65	1394	75	18.59	1289	68	18.96	330	19	17.37							8278	(11)	
																								8278						
																											Total K-6			

Regular Education PTR			
Kindergarten thru Third Grade -----	5265	291	18.09
Fourth Grade thru Sixth Grade -----	3013	162	18.60
District Totals	8278	453	18.27

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	-	1	1	1	3	3	7	6	6	10	10	14	15	16	20	22	30	36
Bradley	-	1	2	1	3	3	8	3	9	6	11	10	15	17	19	20	27	22
Cason Lane	1	1	1	2	-	5	4	11	4	19	10	20	20	33	30	45	49	64
Discovery	-	-	1	-	-	-	1	1	-	2	1	2	2	-	2	2	1	4
Erma Siegel	-	-	2	-	2	-	18	2	8	6	7	6	11	6	15	8	18	15
Hobgood	2	-	6	1	9	2	14	7	30	31	51	46	75	57	93	70	126	99
John Pittard	3	3	6	7	12	14	19	19	30	40	44	55	63	71	83	82	97	107
Mitchell-Neilson	1	-	-	-	5	4	6	5	4	17	11	25	17	34	23	37	37	63
Northfield	-	1	1	1	1	1	1	2	8	8	8	8	10	10	17	12	20	34
Overall Creek	2	-	2	-	3	-	6	-	11	1	12	-	12	2	14	8	23	22
Reeves-Rogers	3	-	3	2	3	3	11	8	14	22	23	19	20	27	24	35	36	53
Salem	1	-	1	4	1	7	4	17	18	29	27	37	41	47	51	57	64	94
Scales	2	-	2	-	6	1	10	3	25	11	31	17	42	32	56	45	79	69
Total Students	15	7	28	19	48	43	109	84	167	202	246	259	343	352	447	443	607	682

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)	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	148	161	106	132	93	87	61	108	106	124	107	121	104	101	88	97	74	86
Bradley	66	63	55	39	49	28	34	44	53	46	47	47	44	43	34	38	36	36
Cason Lane	131	146	87	134	83	84	58	96	81	120	86	106	85	99	72	99	74	87
Discovery	40	51	15	32	12	19	8	23	19	24	16	22	10	15	6	14	3	10
Erma Siegel	93	107	48	72	39	37	26	59	66	77	55	68	54	50	43	39	35	31
Hobgood	198	152	112	116	95	76	70	109	117	146	109	134	100	123	94	110	87	104
John Pittard	174	168	116	117	96	85	63	102	102	133	100	113	94	102	80	79	66	77
Mitchell-Neilson	123	167	102	140	96	109	59	120	86	135	98	128	98	117	88	106	76	98
Northfield	117	132	74	94	64	62	47	78	92	104	92	90	88	82	73	66	61	64
Overall Creek	145	153	81	111	77	82	50	89	73	85	74	91	63	79	57	71	48	63
Reeves-Rogers	110	105	76	84	69	73	48	73	63	95	67	83	66	80	59	75	58	70
Salem	149	162	90	120	80	79	40	94	80	106	68	106	58	99	57	83	41	80
Scales	199	187	125	163	105	101	82	117	126	140	116	145	106	124	101	117	92	106
District Total	1693	1754	1087	1354	958	922	646	1112	1064	1335	1035	1254	970	1114	852	994	751	912
Internal %	20%	19%	13%	14%	11%	13%	8%	12%	12%	13%	12%	12%	11%	12%	10%	11%	9%	10%

Agenda Item Title: Personnel Report

Board Meeting Date: June 23, 2026

Department: Human Resources

Presented by: Don Bartch

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The personnel report summarizes all certified and classified employee actions including new hires, resignations, retirements, and terminations occurring between May 20, 2026, and June 15, 2026. The report reflects employees' official start and end dates within this period. New hires for the 2026-2027 school year will be reflected on the report associated with their official start date.

Staff Recommendation

Approval of tentative assignments

Fiscal Impact

Not applicable

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

Human Resources Personnel Report 5/20/26 - 6/15/26

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>
None			

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
None				

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>	<u>Notes</u>
Iosif 'Joe' Perivolaris	SHOP	Bus Driver	6/1/2026	

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
Mollie Hindley	CO	School Psychologist	5/22/2026	N
Shawn Pilkinton	NF	Teacher	5/28/2026	N
Raven Fiquett	OCE	Teacher	5/28/2026	N
Taylor Ball	OCE	Teacher	5/28/2026	Y
Tina Broughton	CLA	Teacher	5/28/2026	N
Marian Evilsizer	OCE	School Counselor	5/28/2026	Y
Emily Sharp	OCE	Teacher	5/28/2026	N
Brittney Souter	OCE	Teacher	5/28/2026	N
Catherine Gitchell	BF	Teacher	5/28/2026	N
Emily Quinones	ESE	SPED Teacher	5/28/2026	N
Riki Webb	RR	Academic Intervention	5/28/2026	Y
Jeffrey Clark	BF	CDC Teacher	5/28/2026	N
Nicollette Sanders	MNS	School Counselor	5/28/2026	Y
Evan Hill	CLA	Teacher	5/28/2026	N
Candace McFarlane	RR	CDC Teacher	5/28/2026	Y
Samantha Trotter	SA	Teacher	5/28/2026	N
Jordan Derrick	RR	SPED Teacher	5/28/2026	N
Alexandria Hernandez	NF	Teacher	5/28/2026	N
Katherine Edmonson	SA	Teacher	5/28/2026	N
Andrea Tousignant	SC	Teacher	5/28/2026	N
Any McDaniel	SC	SPED Teacher	5/28/2026	N
Melissa Bryant	NF	Teacher	5/28/2026	N
Kimberly Christopher	SC	Teacher	5/28/2026	Y
Charlotte Jamison	HG	CDC Teacher	5/28/2026	Y
Lori Turnbow	DS	PE Teacher	5/28/2026	Y
Angela Bunyi	SA	School Counselor	5/28/2026	Y
Krista Kindle	SA	Teacher	5/28/2026	N

Sarah Eakes	SC	Teacher	5/28/2026	N
Jennifer Ghedini	SA	Teacher	5/28/2026	N
Abbey Brown	OCE	Teacher	5/28/2026	Y
Sydney Fabbri	HG	Teacher	5/28/2026	N
Kimberley Taylor	ESE	Teacher	5/28/2026	Y
Alysia Jenkins	ESE	PE Teacher	5/28/2026	N
Chelsea Simmons	SC	Teacher	5/28/2026	N
Macy Barrett	BR	Teacher	5/28/2026	N
Tracy Bates	ESE	Teacher	5/28/2026	Y
Kalii Roller	JP	School Counselor	5/28/2026	Y
Kimberly Kahle	SA	Teacher	5/28/2026	Y
Rachael Law	OCE	Teacher	5/28/2026	N
Tristyn Wilson	SA	Teacher	5/28/2026	N
Corbyn Shelbie Gregory	HG	ESL Teacher	5/28/2026	N
Haley Armstrong	BR	BEST Teacher	5/28/2026	N
Aleshia Williams	NF	CDC Teacher	5/28/2026	N
Samantha Stehler	SA	Resource Teacher	5/28/2026	N
Nell Simpson	NF	Teacher	5/28/2026	Y
Rachel Friedman	ESE	Music Teacher	5/28/2026	N
Devontae Kelley	ESE	Teacher	5/28/2026	Y
Amy Miller	HG	PT Resource Teacher	5/28/2026	Y
Kathy Buchanan	CLA	Teacher	5/28/2026	N
Joshua McGee	JP	Teacher	5/28/2026	N
Brian Truax	HG	Teacher	5/28/2026	N
Nina Smith	RR	Teacher	5/28/2026	N
Tiffany Hurst	RR	SPED Teacher	5/28/2026	N
Mary Kathryn Martin	MNS	Teacher	5/28/2026	N
Adam Duggan	MNS	Teacher	5/28/2026	N
Ethan Scott (permit)	MNS	Teacher	5/28/2026	N
Ayarri Cox (permit)	MNS	Teacher	5/28/2026	N
Jahniya Yates	RR	Behavior Interventionist	5/28/2026	N
Shaleen Armstrong	BR	Teacher	5/28/2026	N
Kelly Stewart	JP	Teacher	5/28/2026	N
Samantha Freemon	CLA	SP	5/28/2026	N
Ashton Miller	OCE	Teacher	5/28/2026	N
Lesley Norris	RR	Teacher	5/28/2026	N
Mary Katherine Dodson	MNS	BEST Teacher	5/28/2026	N
Regina Coley (permit)	HG	Teacher	5/28/2026	N
Mahala Brandt (permit)	CLA	Teacher	5/28/2026	N
Karla Walton-Grove (permit)	OCE	Teacher	5/28/2026	N
Breanna Scott (permit)	OCE	Teacher	5/28/2026	N
Katie Stricklin (permit)	RR	Teacher	5/28/2026	N
Hannah Gallardo (permit)	SA	Teacher	5/28/2026	N
Jon Simmons	BF	Teacher	5/28/2026	Y

Melissa Wood	BF	Teacher	5/28/2026	N
Alexis Pruitt	RR	Teacher	5/28/2026	N
Heather Martin	SC	Teacher	5/28/2026	N
Susan Watson	HG	Math Coach	5/28/2026	N
Alexis Williams	OCE/DS	School Psych	6/5/2026	N
Edwards Walls	SHOP	Filter Tech	6/5/2026	N
Jasmine Hailey	BF	ESL Teacher	5/28/2026	N
Catherine Holt	BR	SPED Resource Teacher	5/28/2026	Y
Victoria Morse	JP	Teacher	5/28/2026	N
Elizabeth Bolden	ESE	SPED Teacher	5/28/2026	N
Sydney Hudson	RR	Teacher	5/28/2026	N

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Kalinda Clippard	CLAPK	IPK EA	5/22/2026
Robin Rawson	ESE	EA	5/22/2026
Jennifer Lavoie	OCE	EA	5/22/2026
Kayla Alcorn	OCE	SPED EA	5/22/2026
Melissa Martin	CLAPK	IPK EA	5/28/2026
Rachel Hollingsworth	OCE	CDC EA	5/28/2026
Amber Corrigan	CLAPK	VPK EA	5/28/2026
Mona Smadi	NF	EA	5/28/2026
Amani Al Jammal	SC	EA	5/28/2026

Agenda Item Title: Director's Evaluation Results

Board Meeting Date: June 23, 2026

Department: Director's Office

Presented by: Amanda Moore

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Two components of the Director's annual evaluation have been completed. The Board observational data yielded a total mean score of 4.82 out of 5. The administrator survey produced a total mean score of 4.92 out of 5. The final section of the evaluation will be calculated once achievement and testing data are received from the Tennessee Department of Education. At that time, the three components will be used to generate a final evaluation score for the 2025-2026 school year.

Staff Recommendation

No recommended action; for informational purposes only.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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2025-2026

DIRECTOR OF SCHOOLS EVALUATION SUMMARY REPORT

DR. TREY DUKE



2025-2026 Director of Schools Evaluation Summary Year-over-Year Comparison

Overview: This comparison provides a comparative analysis of your evaluation data from the last two school years and the current school year. The results indicate consistent high performance across all evaluated domains, with slight year-over-year gains in some key areas.

Board Observational Data Comparison			
Performance Standard	2023-2024 Mean Score	2024-2025 Mean Score	2025-2026 Mean Score
Vision	4.80	4.81	5
Instructional Leadership	4.77	4.77	4.81
Organizational Management	4.72	4.77	4.86
Communications/Community Relations	4.51	4.68	4.77
Professionalism	4.80	4.79	4.86
Governance/Board Relations	4.73	4.89	4.83
Total Mean Score	4.72	4.79	4.82

Key Observations:

- The Director's overall Board Observation mean score increased from 4.79 in 2024-2025 to 4.82 in 2025-2026, continuing a three-year trend of consistently high performance across all evaluation standards.
- *Vision* received a perfect mean score of 5.00, representing the highest-rated performance standard.
- *Organizational Management* and *Professionalism* both increased to 4.86, continuing an upward trend from prior years and representing the strongest sustained gains since 2023-2024.
- *Communications/Community Relations* improved for the third consecutive year, increasing from 4.51 in 2023-2024 to 4.77 in 2025-2026, representing the largest multi-year gain among all performance standards.

Administrator Survey Results - Metrics	2023-2024	2024-2025	2025-2026
Total Number of Responses	21	23	23
Mean Score (Questions 1-20)	4.96	4.95	4.92

Key Observations:

- Administrator survey results remained exceptionally strong, with an overall mean score of **4.92**, marking the third consecutive year that the average rating exceeded **4.90**.
- Although the overall mean score decreased slightly from **4.95 to 4.92**, ratings across all survey items remained within a narrow range, indicating continued positive perceptions of leadership effectiveness.

Item-Level Highlights from Administrator Survey

While overall administrator ratings remained exceptionally strong and stable (Mean Score over 4.9 in both years), a closer look at individual items reveals some meaningful trends:

Question	2023-2024 Mean Score	2024-2025 Mean Score	2025-2026 Mean Score
Q1	4.95	5	4.96
Q2	5	4.96	4.96
Q3	4.9	4.91	4.87
Q4	4.9	4.96	4.96
Q5	4.95	4.96	4.91
Q6	5	4.87	4.87
Q7	5	5	4.91
Q8	5	4.96	4.87
Q9	5	5	4.91
Q10	5	4.96	4.91
Q11	4.95	4.87	4.83
Q12	4.95	4.96	4.96
Q13	4.9	4.91	4.96
Q14	4.9	4.96	4.91
Q15	5	5	5
Q16	4.95	4.91	4.91
Q17	5	5	4.91
Q18	4.95	4.96	4.87
Q19	4.95	4.96	4.91
Q20	5	4.96	5
Score	4.96	4.95	4.92

Notable Increases:

Q13: The Director demonstrates a caring attitude.
Increased from 4.91 to 4.96 between 2024-25 and 2025-26.

Q15: The Director demonstrates honesty and integrity.
Maintained a perfect mean score of 5.00 for three consecutive years.

Q20: The Director is accessible when needed.
Earned a perfect mean score of 5.00.

Slight Decreases:

Q11: The Director has an effective plan to recruit competent employees.
Decreased from 4.87 to 4.83

Q8: The Director supports and encourages innovation.
Decreased from 4.96 to 4.87

Q7, Q9, Q10, Q17, and Q19, showed minor year-to-year variation but remained at or above 4.91