Board of Education Regular Meeting
May 13, 2025 6:00 PM
MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Board Chairman, Mr. Butch Campbell.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 4-29-25 Board Minutes Consent Item	
B. Approval of 2025-2026 Job Descriptions Consent Item	
i. Job Description-BEST Coordinator Consent Item	
ii. Job Description-Intervention and Learning Loss Specialist Consent Item	
iii. Job Description-School Nutrition Maintenance Consent Item	
C. Approval of Contract-Zaner Bloser K and 1 Handwriting Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
IV. PUBLIC COMMENT Procedural Item	Chair Butch Campbell
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of 21st CCLC Budget Revision Action Item	Dr. Trey Duke
B. Budget Amendment-FY25 Consolidated Funding Application Action Item	Dr. Trey Duke
C. Budget Amendment-FY25 Extended School Program (ESP) Action Item	Dr. Trey Duke
D. Budget Amendment-FY25 General Purpose Budget Action Item	Dr. Trey Duke
E. Budget Amendment-FY25 New Revenue General Purpose Budget Action Item	Dr. Trey Duke
F. Budget Amendment-FY25 School Nutrition Budget Action Item	Dr. Trey Duke
G. Approval of Public Service Bond for the Director Action Item	Dr. Trey Duke
H. Approval of the Disciplinary Hearing Authority (Board Policy 6.317) Action Item	Dr. Trey Duke
I. Approval of Contract-RCLS Interlocal Agreement (Donating a Bus)	Dr. Trey Duke

Action Item	
J. Approval of Contract-Genesis Learning Centers Services for 2025-2026 Action Item	Dr. Trey Duke
K. Approval of Contract-Sourcewell Agreement for Cook's Direct Nutrition Steamer Purchase Action Item	Dr. Trey Duke
L. Approval of the 2025-26 Summer School Budget Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Results of the TSBA Board Self Assessment Information Item	Dr. Trey Duke
B. 2025-2026 Board Meeting Dates Information Item	Dr. Trey Duke
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell
IX. CLOSED EXECUTIVE SESSION Procedural Item	Dr. Trey Duke

MINUTES
Board of Education Regular Meeting
April 29, 2025 6:00 PM
City Hall Council Chambers

I. **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, **Absent:** Mr. David Settles. In attendance: Dr. Trey Duke, Daniel Owens, April Zavisa, Lisa Trail, Kim Fischer, Sheri Arnette, Ken Rocha, Maria Johnson, Angela Fairchild, Cynthia Hopkins, Andy Taylor, Beth Prater, Jaci Saunders, Terri Murphy, Jen Bouma, Rebecca Haigh, Christy Robinson, Natalie Hardiman, Dee Dee Potter, Jenny Ortiz, Don Bartch, Sasha Burnette, Amy Hall, Amanda Courteaux Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Jackson Francis, a fourth grade student at Reeves Rogers Elementary and Maddux Perkins, a kindergarten student at Overall Creek Elementary.	
B. Moment of Silence Procedural Item	
II. **APPROVAL OF AGENDA** Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
III. **COMMUNICATIONS** Information Item We will honor our backpack volunteers during our Volunteer Appreciation Luncheon on Wednesday, April 30 at noon. We appreciate all that our volunteers do for our schools. Thank you to the Girl Scouts for continuing to bring backpack for supplies for students. Their support made a huge impact in April. Thank you to Board member, Ms. Jeanette Price, for coordinating that. The MCS Math Madness Contest for 4th and 5th grades will be held on May 13 at Patterson Park Community Center. We will honor our 2024-25 retirees on May 22 at noon at the Central Office. Join our schools and student athletes for Special Olympics on May 5 at MTSU with the parade beginning at 9:45 a.m. and 10:00 a.m. start time. Teacher Appreciation Week is May 5-9. Congratulations to our MCS spellers that competed in the Read to Succeed Spelling Bee last Friday night: Alex Smallen - Black Fox Elementary Nathan Blanchette - Bradley Academy	Mrs. Lisa Trail

Brianna Cole - Cason Lane Academy Evelyn Stricklin - Discovery School Joseph Davenport - Hobgood Elementary Summer Penny - John Pittard Elementary Ke'Liyjha Chesterfield - Mitchell-Neilson School Finally, it's registration time. If you have a child going into kindergarten, we need to hear from you. We also need parents to complete their intent to return verification for the upcoming school year by May 5 if they have not already done so. Mr. Campbell thanked the people of Murfreesboro for choosing quality board members to represent Murfreesboro City Schools and added that they all work very well together.	
A. The Best of MCS-Rebecca Haigh Procedural Item	Dr. Trey Duke
B. Spotlight on Education-MCS Art Program Procedural Item Art Teachers, Dee Dee Potter and Sasha Burnette, recognized the Art Show winners. Sasha Burnette thanked the school board and administration for their support as well as a big thank you to Tori Carr for all of her support to the art department. Ms. Burnette and Ms. Potter shared a PowerPoint with the Board highlighting the Art program in MCS.	Dr. Trey Duke
C. Presentation of the Superintendent of the Year Award Procedural Item Dr. Gary Lilly, TOSS Executive Director, and Mr. Barry Olhausen, TOSS Assistant Executive Director, attended the meeting to present the 2026 Mid-Cumberland Superintendent of the Year award to Dr. Trey Duke.	TOSS Exec Dir Dr. Gary Lilly
D. Public Comment Procedural Item	Chair Butch Campbell
IV. **CONSENT ITEMS** Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 4-15-25 Board Meeting/Budget Discussion Minutes Consent Item	
B. Approval of Contract-Studies Weekly-Social Studies Consent Item	
C. Approval of Contract-Quaver Music Consent Item	
D. Approval of Contract-Beacon Technologies Consent Item	
E. Approval of Contract-Entuity Software Consent Item	
F. Approval of Contract-Kiddom-Phonics Consent Item	
G. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 3.600, Insurance Management on Second Reading Consent Item	
H. Approval of Surplus Property Disposal Consent Item	
V. **ACTION ITEMS**	Chair Butch Campbell

Action Item	
A. Approval of the 2025-2026 General Purpose Fund Budget Action Item Motion to approve the 2025-2026 General Purpose Fund Budget. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
B. Approval of the 2025-2026 Federal Programs Budget Action Item Motion to approve the 2025-2026 Federal Programs Budget. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of the 2025-2026 School Nutrition Budget Action Item Motion to approve the 2025-2026 School Nutrition Budget. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
D. Approval of the 2025-2026 Extended School Program Budget Action Item Motion to approve the 2025-2026 Extended School Program Budget. This motion, made by Ms. Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
E. Approval of the 2025-2026 Debt Service Budget Action Item Motion to approve the 2025-2026 Debt Service Budget. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
F. Approval of Contract-Zaner Bloser Action Item Motion to approve the Contract-Zaner Bloser. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
G. Approval of Contract-Imagine Learning Action Item Motion to approve the Contract-Imagine Learning. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
H. Approval of Contract-Zearn Action Item Motion to approve the Contract-Zearn. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
I. Approval of Contract-Studies Weekly Science Action Item Motion to approve the Contract-Studies Weekly Science. This motion, made by Ms. Amanda Moore and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
J. Approval of Contract-Kiddom OpenSciEd Action Item Motion to approve the Contract-Kiddom OpenSciEd. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
K. Approval of Contract-Open Up Resources	Dr. Trey Duke

Action Item Motion to approve the Contract-Open Up Resources. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	
L. Approval of Contract-Age of Learning Action Item Motion to approve the Contract-Age of Learning. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
M. Approval of Contract-Staples Renewal Action Item Motion to approve the Contract-Staples Renewal. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
N. Approval of MOU-MPD Addendum Action Item Captain Fanning was in attendance. Dr. Duke thanked Captain Fanning for the SROs that we have in our buildings.	Dr. Trey Duke
O. Revenue and Expenditure Report Action Item Motion to approve the MOU-MPD Addendum. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Motion to approve the Revenue and Expenditure Report. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Daniel Owens
VI. **REPORTS AND INFORMATION** Information Item	Chair Butch Campbell
A. Personnel Report Information Item	Dr. Trey Duke
B. Enrollment (PTR) Report Information Item Mr. Rocha presented the Period 7 Enrollment Report with the Board. Dr. Duke shared an update regarding enrollment trends, noting that this marks the second consecutive period of slight enrollment decline. He emphasized that the staff is closely monitoring various data points to understand the broader picture. Dr. Duke also addressed concerns about increasing truancy and chronic absenteeism, though he highlighted a positive development: a reduction in repeating students, which indicates progress in that area. In closing, Dr. Duke expressed his appreciation for Mr. Ken Rocha and his team, recognizing their diligent efforts in reducing absenteeism rates.	Mr. Ken Rocha
C. Director's Update Information Item Dr. Duke and Mrs. Arnette thanked the Board for working diligently on the budget and passing that budget tonight. Dr. Duke also thanked Mr. Daniel Owens, Beth Prater, and the entire Finance team, as well as Department Heads for their work on the budget this year. Dr. Duke informed the Board that state testing is wrapping up and is officially over with the exception of a few make ups. He said that Dr. George informed him this morning that Math and ELA tests have been shipped back to Pearson and 97% of ELA tests have been scanned. He said that 6th grade students tested online and that went smoothly thanks to Dr.	Dr. Trey Duke

George and our assistant principals who are the testing coordinators at the school level. He added that over the next four weeks, we will be busy in the assessment program with roster verification where teachers claim students as well as working on 3rd grade promotion. He told the Board that we have done two zoom meetings with 3rd and 4th grade parents and plan to do another more in May. He said that 3rd grade scores will be back on the May 20th and we will be ready to re-test any student that is non proficient. In closing, Dr. Duke shared that summer school now has enrolled over 1100 students. He said that it will be a busy four weeks, but instruction is working hard to make sure everyone is prepared.	
VII. **OTHER BUSINESS** Information Item Chairman Campbell congratulated Dr. Duke again for receiving the 2026 Mid-Cumberland Superintendent of the Year Award and told him that it is because of his positive attitude and direction that MCS is such a successful system and the Board is very proud of this accomplishment.	Chair Butch Campbell
VIII. **ADJOURNMENT** Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:50 p.m.	Chair Butch Campbell

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Director of Schools

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: New/Updated Job Descriptions for 2025-2026

Board Meeting Date: May 13, 2025

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☒
Action Item	☐
Reports and Information	☐

Summary

The proposed 25-26 job descriptions for B.E.S.T Coordinator and School Nutrition Maintenance Field Supervisor are new positions that were approved in the 2025-2026 budget. Additionally, the previous PreK-2nd Grade Literacy Coordinator has been updated to the Intervention and Acceleration Specialist.

Staff Recommendation

Approve the new and updated job descriptions for 2025-2026.

Fiscal Impact

All positions are approved within the 2025-2026 general-purpose budget.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
Special Education B.E.S.T. Coordinator
Special Education Department
Revised on 3/25/25

Credentials: Must have a current Tennessee teaching license in Special Education and successful classroom experience. Advanced degree required. Candidates must have specialized training and experience with the implementation of effective special education interventions.

Other Qualifications: Must have leadership, organization, and interpersonal skills. Must have highly developed presentation skills. Must be able to plan and evaluate strategies for improving instruction. Must demonstrate the ability to maintain a positive professional working relationship with others. Must be knowledgeable about research-based instructional practices to build teacher capacity. Must be able to analyze multiple forms of data to establish goals targeting student achievement and growth. Must be a continuous learner who is creative, innovative, and able to build highly effective teams focused on student learning. Must represent the school and district well within the community. Must be able to follow and give directions, make decisions, analyze issues, problem solve, and create action plans. Must be a leader who can deal with diverse backgrounds, knowledge, and skills. Must have good verbal and written communication skills. Must be a leader dedicated to the development of the whole child, open communication, community partnerships and collaboration.

Physical Demands: Must have and maintain physical, sensory, emotional, and mental abilities necessary for effective communication in person, in writing, and by telephone. Must have good memory; be able to organize thoughts and activities; do basic mathematical computations and articulate clearly. Must be able to provide own transportation during performance of duty. Must be emotionally mature and able to appropriately manage stress.

Essential Job Functions: Under the direction of the Special Education Director and daily guidance of the building principals, the Special Education B.E.S.T. Coordinator will oversee the management of B.E.S.T. classrooms within their assigned schools. The primary role of the B.E.S.T. Coordinator is to support professional development, assist in planning, facilitate IEP meetings, and collaborate with staff, administration, district personnel, school counselors, social workers, and other support staff. This collaboration will focus on strategies and techniques to encourage positive behavior and social growth in students. The coordinator will also function as the liaison between school administrators, staff, and the process of entering the B.E.S.T. classroom.

- Demonstrate collaborative, intentional, and purposeful leadership.
- Oversee the daily operations of classrooms, ensuring teachers and staff have the necessary resources and support to create an effective learning environment. Ensure

schedules are followed and classrooms are structured to promote productivity and learning.

- Offer continuous, job-embedded professional development opportunities.
- Exhibit effective behavioral strategies in practice.
- Monitor students' academic and behavioral progress, collaborating with educators to develop and implement individualized strategies to address each student's needs.
- Intervene as necessary to ensure students receive appropriate support, working closely with Special Education Specialists, Behavior Specialist, Guidance Counselor, Social Workers, and external agencies to support both students and teachers effectively.
- Ensure the BEST program adheres to all relevant educational laws and regulations. Maintain accurate, up-to-date documentation of student progress, IEP meetings, behavioral interventions, and other program-related activities.
- Support teachers in implementing Behavior Improvement Plans, safety plans, and other individualized behavior strategies for students.
- Assist teachers with maintaining a disciplined and orderly classroom with a climate, which welcomes students and encourages learning.
- Assist with gathering data gathering assessments, which will guide instruction to support progress in specific areas of deficit. Lead discussions with staff members, parents, and any to her IEP team members, regarding the explanation of data.
- Function as the LEA representative for IEP meetings related to the B.E.S.T. program.
- Set clear goals and strategies focused on student growth, regularly monitoring and adjusting progress to ensure continuous academic improvement.
- Collaborate with the principal, mentors, and district team to recruit, support, and develop effective educators, using student and educator outcomes as evidence.
- Function as the primary contact for school administrators regarding potential student placements in the BEST program.
- Cultivate positive relationships with schools to facilitate referrals and ensure smooth transitions for students.
- Provide constructive feedback to teachers and staff regarding implementation challenges.
- Ensure adherence to program standards and best practices to maintain high program effectiveness.
- Perform other duties as assigned.

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Staff Relationship: Reports directly to the Director of Special Education

Terms of Employment: Salary and benefits established annually. Ten and half (10.5) month employment. Exempt.

Murfreesboro City Schools does not discriminate on the basis of age, race, color, gender, national origin, disability, religion, genetic information, creed, protected veteran status, or any other characteristic protected by federal, state, or local law in the provision of services, programs, activities, employment opportunities, or benefits.

Murfreesboro City Schools is an Equal Opportunity Employer. Individuals who need reasonable accommodations for the application or hiring process should contact the Human Resources Department for assistance.

Murfreesboro City Schools
Intervention and Acceleration Specialist
Department of Curriculum and Instruction

CREDENTIALS: Experience working with high quality reading and math instructional materials. Experience working with children teaching elementary level. Job related experience with increasing levels of responsibility. Masters degree preferred with emphasis on educational leadership, curriculum and instruction, reading or special education.

OTHER QUALIFICATIONS: Must have a passion for student learning, for teacher learning, and for increasing professional knowledge and effectiveness of self and others. Must be knowledgeable about current research and practices associated with effective instructional strategies for increasing reading/language arts competency. Must demonstrate high levels of professional conduct and exemplary teaching that result in high levels of student learning. Must be able to gather, compile, and disaggregate data; and to link that data to student learning and instruction. Must relate well to children, teachers, parents, higher education, colleagues, and the community. Must have a cooperative, helpful attitude toward people; be non-judgmental, confidential, highly organized, productive, and passionate about the development of others. Must have good verbal and written communication skills. Must be a leader who can make decisions and deal with diverse backgrounds, knowledge, and skills. Must be dedicated to development of the whole child, community partnerships, collaboration, and preparing children for the future.

PHYSICAL DEMANDS: Must have and maintain physical sensory, emotional, and mental abilities necessary for effective communication in person, in writing, and by telephone. Must have good memory, be able to organize thoughts and activities, do mathematical computations, and articulate clearly. Must be able to work occasional nights and weekends, participate in occasional overnight travel, and provide own transportation during performance of duty. Must be emotionally mature and able to appropriately handle stress.

PRIMARY DUTIES: This person has responsibility for assuring high levels of student engagement and learning by using research-based methodology in reading/language arts through side-by-side modeling and assessment of instructional effectiveness; linking reading/language arts curriculum to other content areas through a problem-based approach to instruction; building a partnership with institutions of higher learning to develop a model reading/language arts program; and working with and supporting the Assistant Superintendent of Curriculum and Instruction to increase the academic and personal success of each child within Murfreesboro City Schools.

ESSENTIAL JOB FUNCTIONS:

1. Model leadership that is collaborative, intentional, and purposeful.

2. Design professional development for one-on-one and small group instruction for teachers, educational assistants, and volunteers, and model that instruction.
3. Provide in-class fidelity checks and support with feedback to teachers.
4. Design professional development for teachers at the individual school level and district level that will provide a solid base for developing content knowledge and pedagogical effectiveness in reading/language arts for all students.
5. Design professional development for educational assistants, mid-day assistants, and volunteers to increase content knowledge and pedagogical effectiveness to positively impact student learning.
6. Collaborate with the Assistant Superintendent of Curriculum and Instruction to develop effective tiered intervention strategies for low achieving and high achieving students.
7. Serve as the primary developer, implementer, and monitor of the district's approach to Response to Intervention and tutoring and serve as a liaison with TDOE around intervention and tutoring programs
8. Keep school administrators abreast of teaching practices and be aware of teacher needs to ensure student success in reading/language arts and other content areas.
9. Promote collegiality within the profession and work with the principals to help develop professional learning communities within individual schools and across the district.
10. Provide accurate and timely reports as required such as but not limited to AIMsweb and TNPulse
11. Provided training and support to schools and interventionists around screenings for characteristics of Dyslexia and local, state, and federal requirements for documentation, assessments, and parent notification.
12. Provide monthly PLC meetings for Academic Interventionists and EAs providing tutoring.
13. Work with Assistant Superintendent of Curriculum and Instruction to develop a yearly summer school program.
14. Other duties as assigned.

STAFF RELATIONSHIP: Reports directly to the Assistant Superintendent of Curriculum and Instruction

TERMS OF EMPLOYMENT: Eleven (11) months, salary and benefits set annually. Exempt.

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Murfreesboro City Schools

School Nutrition Field Manager
Department of Nutrition

Credentials: High School or general equivalency diploma required. TN driver's license required. Certification by the School Nutrition Association is preferred.

Other Qualifications: At least three (3) years of recent food service experience. Five (5) years of experience in a supervisory role. of those years of experience must be recent. Meets physical and health qualifications.

Physical Demands: The person in this position must…

- Meet physical and health qualifications.
- Have and maintain the intellectual, sensory, emotional, and physical abilities necessary for the effective and safe performance of duty.
- Have the ability to operate a variety of kitchen and office equipment.
- Be able to occasionally lift and carry objects which up to fifty (50) pounds.
- Be able to perform cooking operations while instructing concurrently.
- Be able to clearly assign duties or give directions to subordinates.
- Exhibit the ability to work a flexible schedule.
- Possess a willingness to take direction and constructive critiques.
- Possess strong verbal, written, technical, and documentation skills.

Essential Job Functions: To assist the Supervisor of School Nutrition in following proper procedures and regulations in relation to ordering, receiving and food handling, ensuring the smooth and efficient operations of the school's nutrition program, and assisting in staff training, supervision, and accounting procedures. Specific duties may include but are not limited to…

- Makes visits to school cafeterias to ensure that managers understand policy and procedure regulations and cafeteria operations are compliant.
- Ensures that meals are prepared as specified on the menu without deviation.
- Works with new managers to ensure proper training. Also provides continuous supervision and training of all managers.
- Observes employees and confers with managers to ensure that training concerns are properly addressed.

- Monitors safety and sanitation; storage of food and supplies; cleanup operations for kitchens, serving lines, and storage areas; supervision, preparation and serving of food is administered in accordance with Federal Laws, USDA regulations and school board policies.
- Monitors the cafeteria managers to ensure all food orders, required reports, and documents are being submitted on time.
- Performs yearly On-site reviews by February 1 of each year.
- May be responsible for interviewing potential cafeteria employees for kitchens.
- Assists with internal audits of inventories, procedures, production records and documentation.
- Works with Supervisor of Nutrition to develop and conduct training on Standard Operating Procedures.
- Attend meetings as necessary, such as State Training, Food Service Equipment Seminars, and Food Vendor Conferences.
- May be required to perform the duties of other nutritional positions to ensure staff coverage.
- Identifies and recommends improvements in school nutrition operations.
- Must be knowledgeable of Microsoft products
- Other duties as assigned

Staff Relationship: Reports directly to the Supervisor of School Nutrition.

Terms of Employment: 200 days (10 months). Pay and benefits set annually. Non-exempt.

Murfreesboro City Schools does not discriminate on the basis of age, race, color, gender, national origin, disability, religion, genetic information, creed, protected veteran status, or any other characteristic protected by federal, state, or local law in the provision of services, programs, activities, employment opportunities, or benefits.

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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Zaner-Bloser Agreement for 2025-2026 School Year

Board Meeting Date: May 13, 2025

Department: Curriculum and Instruction

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☒
Action Item	☐
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Pursuant to Board Policy 2.808, an agreement with Zaner-Bloser for the 2025-2026 school year is presented to the Board for approval. This agreement will provide instructional support and materials for handwriting in Grades K-1. Zaner-Bloser provides structured, research-based instruction in manuscript and cursive writing. This program supports foundational literacy skills by promoting legible handwriting development through engaging and developmentally appropriate resources.

Staff Recommendation

Approve agreement with Zaner-Bloser for 2025-2026 School Year

Fiscal Impact

The cost of the Zaner-Bloser agreement is $45,892.00. The funding for this purchase is derived from the 2024-2025 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

Zaner-Bloser

INSPIRING aha MOMENTS

QUOTE SUMMARY FOR

Murfreesboro City School Dist
Account Number: 242022
Murfreesboro, TN
Rhonda Gore
(615) 893-2313
rhonda.gore@cityschools.net

Quote # 00066686
Issued on May 6, 2025
Expires on July 31, 2025

PREPARED BY

Jenna Antonik
Account Manager
jenna.antonik@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to your Sales Consultant. If you need to reach our Customer Experience department, please reach out via CustomerExperience@zaner-bloser.com or 800.421.3018.

May 6, 2025

Murfreesboro City School Dist • Murfreesboro, TN

Dear Rhonda Gore:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Please complete the following:
•School Information
•Digital Product Information
•Shipping and Delivery Instructions

Orders with Professional Development will be invoiced separatley from your materials. We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Jenna Antonik
Account Manager

QUOTE SUMMARY

Zaner-Bloser

Murfreesboro City School Dist • Murfreesboro, TN

PROGRAM	GRADE	COST
Zaner-Bloser Handwriting	Kindergarten	$20,860.00
Zaner-Bloser Handwriting	Grade 1	$20,860.00

PRODUCT TOTAL	**$41,720.00**
PD TOTAL	**$0.00**
SUBTOTAL COST	**$41,720.00**
SHIPPING/PROCESSING (10%)	**$4,172.00**
AMOUNT TO BE INVOICED	**$45,892.00**

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Kindergarten

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453142417	Handwriting 2025 Grade K Student Edition	$14.90	1400	$20,860.00
			SUBTOTAL COST	**$20,860.00**

Zaner-Bloser Handwriting: Grade 1

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453142424	Handwriting 2025 Grade 1 Student Edition	$14.90	1400	$20,860.00
			SUBTOTAL COST	**$20,860.00**

ORDER INFORMATION

Zaner-Bloser

IMPORTANT

Purchase Order Number_____ Phone: _____

You will be invoiced via email for this order upon processing of materials. Please do not submit credit card information with this form.

SCHOOL INFORMATION

When will you need your digital licenses? ☐ Current school year ☐ Next school year

First day of school: _____ Summer phone number: _____ Institution Type: ☐ District ☐ School

DIGITAL PRODUCT INFORMATION

Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Rhonda Gore Email: rhonda.gore@cityschool.net

Will this be your first year using MyZBPortal.com? Y ☐ N ☐

BILL TO School/District Name: Murfreesboro City School Dist Tax Exempt Number (If Applicable)_____

Contact Name: Rhonda Gore Contact Email: _____

Contact Phone Number: _____ Accounts Payable Email _____

Street Address: 2552 S CHURCH ST STE 100 City: Murfreesboro State: TN Zip: 371277135

SHIP TO ☐ **Same as BILL TO** School/District Name: Murfreesboro City School Dist

Contact Name: _____ Contact Email: _____

Contact Phone Number:_____

Street Address: _____ City: _____ State: _____ Zip: _____

RETURNS To make arrangements for return and credit, please contact our Customer Experience department at 800.421.3018. Only returns with prior authorization will be processed. Materials must have been purchased within 90 days and be in resalable condition.

DELIVERY INSTRUCTIONS — *IMPORTANT*
Please complete each section below. Missing, incomplete or inaccurate information may result in order delay.

Do Not Deliver Dates: _____ ☐ **No Delivery Date Restrictions**

For parcel delivery:
Do NOT Deliver Dates:_____ or No Delivery Date Restrictions:_____ Hours of Operation:_____
After hours phone:_____

For freight delivery:
Receiver contact name:_____ Phone:_____ Email:_____
Select DOCK ON LOCATION___or LIFTGATE NEEDED___
Delivery Days/Time:_____ Do NOT Deliver Dates:_____
Additional Delivery Needs:_____

AMOUNT TO BE INVOICED *(including shipping)** $45,892.00

** Add state and local taxes to your total order amount. Please submit a copy of your tax exempt certificate (if applicable).*

Please sign below to confirm your order and provide authorization for any applicable shipping and tax charges. Shipping is a standard rate of 10% or $5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact your Sales Consultant to place your order.
Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • **Phone:** 800.421.3018 • **Fax:** 800.992.6087
Customer Experience Inquiry Form: [Click Here] Tech Support Inquiry Form: [Click Here]

Zaner-Bloser

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THANK YOU for considering Zaner-Bloser.

We create resources for educators that help elementary students become more joyful, creative learners and communicators.

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Z0338 09.22

Zaner-Bloser

A Highlights Company

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Approval of Surplus Items

Board Meeting Date: May 13, 2025

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

Consent Agenda	☒
Action Item	☐
Reports and Information	☐

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

Attachment to AD FM6

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	3903			F5VKLATJDFHW	
Ipad	3894			F5YKFH71DFHW	
Ipad	4378			DMPNXJNQFK10	
Printer	956250		Lexmark T640	7903HPM	
Printer	[illegible]4471		Lexmark MS510dn	451445HH240LW	
Printer	4618		Lexmark MS510dn	451456LM29N0D	
Printer	4310		Lexmark MS415dn	451445LM1W52M	
Fax			Brother Intellifax 4100e	U6168969J679270	

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 Black Fox Date _____

Supervisor _____ Date 4/28/25

Director of Schools _____ Date 4/30/25

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

Attachment to AD FM6

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
Laptop	13-001479		3300	674F2Z1	damaged
Laptop	13-001462		3300	56YF2Z1	
Laptop	13-001398		3300	59XF2Z1	
Laptop	13-001705		3300	HKPG2Z1	0
Laptop	13-000754		3300	2WPG2Z1	0
Laptop	13-004451		3350	45CJ4C2	
Laptop	13-004263		3350	79D4VB2	
Laptop	13-004276		3350	4BD4VB2	
Laptop	13-000055		6430u	DFSXXY1	
Laptop	13-000077		6430u		

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

School Black Fox Date _____

Principal

April Davis Date 4/28/25

Supervisor

Bobby W Duke III Date 4/30/25

Director of Schools

_____ Date _____

Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

Attachment to AD FM6

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
Laptop	13-000599	Dell	3330	9NVF2Z1	
	13-002642	Dell	3330	GSVF2Z1	
	13-000989	Dell	3330	7DYF2Z1	
	13-000578	Dell	3330	4MVF2Z1	damaged
	13-000839	Dell	3330	3VPG2Z1	
	13-001503	Dell	3330	GJYF2Z1	
	13-002734	Dell	3330	?	
	?	Dell	3330	?	$0
	13-000641	Dell	3330	3RVF2Z1	
	13-000604	Dell	3330	GNVF2Z1	
	13-001727	Dell	3330	5MPG2Z1	
	13-001733	Dell	3330	CMPG2Z1	
	13-001399	Dell	3330	69XF2Z1	
	13-003054	Dell	3330	?	
	13-000745	Dell	3330	9VPG2Z1	

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 Blackfox Date _____

Supervisor _____ Date 4/28/25

Director of Schools Bobby W Duckett III Date 4/30/25

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

Attachment to AD FM6

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
Laptop	13-000608	Dell	3330	2PVFZZ1	
	13-002862	Dell	3330	HCXFZZ1	
	13-000590	Dell	3330	JMVFZZ1	
	13-000628	Dell	3330	6QVFZZ1	
	13-000632	Dell	3330	BQVFZZ1	
	13-001700	Dell	3330	BKPG2Z1	
	13-001415	Dell	3330	6BXFZZ1	
	13-000625	Dell	3330	3QVFZZ1	
	13-001420	Dell	3330	CLGH2Z1	
	13-001502	Dell	3330	FJYFZZ1	
	13-002702	Dell	3330	BKWFZZ1	
	13-001528	Dell	3330	?	
	13-001434	Dell	3330	9MGH2Z1	
	13-002117	Dell	3330	48MH2Z1	
	13-000642	Dell	3330	4RVFZZ1	

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 Blackfox Date _____

Supervisor _____ Date 4/28/25

Director of Schools _____ Date 4/30/25

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

ESP

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 with out 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
All-in-One computer (technology has)	100823			HS8P842	Ø
Refrigerator at HG	101702	infested with roaches			Ø
iPad > broken screen	no tags	cant get in	to see serial #		Ø
iPad					Ø

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

_____ SCHOOL _____ date _____"
Principal"

_____ date 4/29/25"
Supervisor"

_____ date 5/5/25"
Director of Schools"

_____ date _____"
Board Chairman"

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING ____/____/____ COP
COPY TO INVENTORY CONTROL ____/____/____ COPY TO

NOTES ON DISPOSAL METHOD:" :

" SIGNATURE_____

PROPERTY OF
MURFREESBORO CITY SCHOOLS
EXTENDED SCHOOL PROGRAM
100823

↑ Don.
They would like this refrigerator moved out quickly due to the infestation of roaches.

Thanks
Dena

Attachment to AD FM6

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
110 Folding chairs - New chairs - bad quality - hazardous may cause injuries					-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.

Dena Thomas FA — Date 4/29/25
Principal

Date
Supervisor

Date 5/5/25
Assistant Superintendent of School Operations or Director of Technology

Bobby W Duke III — Date 5/6/25
Director of Schools

Date
Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

amazon.com

Details for Order #114-4052362-2506633

Print this page for your records.

Paid By: Murfreesboro City Schools
Placed By: Adam Grisz
Order Placed: September 19, 2024
PO number: 1252500000 - Adam Grisz
Amazon.com order number: 114-4052362-2506633
Order Total: $1,979.89

Business order information

Use standard delivery only!: Confirm

Not Yet Shipped

Items Ordered	Price
11 of: *VINGLI Folding Chairs with Padded Seats, Metal Frame with Pu Leather Seat & Back, Capacity 350 lbs, Black, Set of 10* Sold by: VINGLI-Direct (seller profile) Supplied by: Other Condition: New	$179.99

Shipping Address:
Murfreesboro City Schools - Central Office
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Pay By Invoice

Item(s) Subtotal:	$1,979.89
Shipping & Handling:	$0.00
Total before tax:	$1,979.89
Estimated tax to be collected:	$0.00
Grand Total:	**$1,979.89**

To view the status of your order, return to Order Summary.

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Sell on Amazon Business
Sell on Amazon
Fulfillment By Amazon
Advertise on Amazon
Amazon Global Selling

Business Solutions
Amazon Business app
Amazon Business Solutions
Manage Suppliers
Purchasing Systems
Amazon Business Card
Pay by Invoice Purchasing Line
Amazon Business Blog

Business Settings
Add people
Simplify Your Reporting
Billing & shipping
Manage your Budgets (Blanket PO)
Buying Policies & Approvals
Tax Exemption & Licenses

Buy For Your Business
Buy wholesale
Today's Deals
Buy Again
PPE for Work
Request for quote

System integrations

Scan the QR code to download the new Amazon Business app

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English | United States

Alexa Actionable Analytics for the Web	Sell on Amazon Start a Selling Account	Amazon Marketing Services Self-service Advertising Solutions	Amazon Payments Login and Pay with Amazon	Amazon Web Services Scalable Cloud Computing Services	Mechanical Turk On-demand Scalable Workforce	Buy for Others Kindle eBook Bulk Buying Solution

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Summary of Refund

The folding chairs purchased from Amazon failed prematurely. Since the third-party vendor was unwilling to provide a full refund, Amazon issued a refund on their behalf using the Amazon A-to-Z Guarantee. This refund does not come in the form of a traditional credit memo that can be applied directly to the invoice, as the invoice for this transaction was part of a larger payment already sent to Amazon for our monthly bill before the refund resolution decision was made. Instead, the credit can be applied to our next monthly bill. This was the only available refund method.

Adam Grisz

Purchasing Agent

Request a refund

Link a bank account
To receive funds, you must link a bank account

Select the unapplied funds you want returned to your account. Why can't I choose some of them?
0 out of 36 transactions selected

	DATE	TYPE	TRANSACTION#		AMOUNT	UNAPPLIED	STATUS
☐	9/15/23	Credit Memo	13JT-FG7H-6NQ6	PO# 9402300023 Invoice# 1H1V-FDXF-94X9 Order# 114-8024273-1411454	$85.62	$85.62	Unapplied
	10/5/23	Payment	32038		$1,267.59	$238.00	Partially Applied
	3/14/24	Credit Memo	1WML-GLJT-6JT3	Invoice# 17KC-LXJ6-RX3X Order# 113-4573678-3479411	$36.78	$36.78	Unapplied
	3/14/24	Credit Memo	1G1Y-R3VW-9DQF	Invoice# 17KC-LXJ6-RX3X Order# 113-4573678-3479411	$59.99	$59.99	Unapplied
	3/19/24	Credit Memo	1NND-9YP4-76KJ	PO# 3000001421/CALM Invoice# 1R44-HJ7C-7XX1 Order# 112-3053964-9392233	$37.91	$10.94	Unapplied
	5/9/24	Payment	4866		$260.98	$59.98	Partially Applied
	5/10/24	Credit Memo	1HGQ-MD1P-H3VG	PO# 3001002182/ROBINSON Invoice# 1N4D-HKLL-WR66 Order# 113-3834249-5432223	$7.08	$7.08	Unapplied
	5/11/24	Credit Memo	1MF7-QYCJ-T6XM	PO# 3001002182/ROBINSON Invoice# 1N4D-HKLL-WR66 Order# 113-3834249-5432223	$7.08	$7.08	Unapplied

Request a refund

REFUND AMOUNT
$0.00

AVAILABLE FOR REFUND
$0.00

BANK ACCOUNT

Request

5/21/24	Credit Memo	16D9-YY1J-VQKC	PO# 1132400097 Invoice# 1YC1-RG6C-LC7H Order# 111-4991187-9588265	$89.99	$89.99	Unapplied	
5/28/24	Credit Memo	1Q9L-DT4G-7G9D	PO# 902100000942 Invoice# 19MH-F7GD-H9VL Order# 114-0475638-3874664	$59.98	$59.98	Unapplied	
7/30/24	Credit Memo	1VLM-PY4P-6HKM	PO# 134250016 Invoice# 1GDK-FCW3-4C1G Order# 114-1825046-8037837	$17.49	$12.99	Unapplied	
8/15/24	Payment	12676		$89.00	$89.00	Unapplied	
8/20/24	Credit Memo	1VXD-J3K7-99TM	PO# 15000002725 Invoice# 1YVN-1GHJ-CG17 Order# 113-0575476-4929852	$25.49	$25.49	Unapplied	
8/22/24	Credit Memo	1RJC-HGM9-CLQY	PO# 10000001164EVANS Invoice# 1FFY-WTG1-91L7 Order# 113-7589416-8162629	$39.98	$39.98	Unapplied	
8/22/24	Credit Memo	1DD6-MX1V-CRHY	PO# 10000001164EVANS Invoice# 1FFY-WTG1-91L7 Order# 113-5052728-5907450	$13.52	$13.52	Unapplied	
9/3/24	Payment	12692		$11.99	$11.99	Unapplied	
9/4/24	Payment	26106		$89.99	$89.99	Unapplied	
9/9/24	Credit Memo	1C6T-PVJK-4RMY	PO# 1062500082 - Adam Grisz Invoice# 1G9N-DKYT-KLWG Order# 113-9023913-9950606	$269.99	$269.99	Unapplied	
9/9/24	Credit Memo	1CPT-3HH9-6R4W	PO# 14000001458 Invoice# 13JG-7RPP-6NKN Order# 112-6383615-5790630	$25.49	$25.49	Unapplied	
9/12/24	Credit Memo	16JP-QX6K-CR3V	PO# 3001002232/ADAMS Invoice# 1WL6-H4RR-TR63 Order# 114-3093389-7334647	$13.85	$13.85	Unapplied	

9/14/24	Credit Memo	1FMC-K14N-J6RT	PO# 1002500041 Invoice# 1C3H-N17X-4XPC Order# 112-8112779-2138661	$78.57	$78.57	Unapplied
9/20/24	Payment	12743		$92.54	$92.54	Unapplied
9/29/24	Credit Memo	16C7-TY64-R4VY	Invoice# 1797-LPPT-4RN4 Order# 111-2757006-9200229	$9.03	$9.03	Unapplied
10/5/24	Credit Memo	141G-KCVW-6KQJ	PO# 3000001504/ADAMS Invoice# 143M-H7KW-RNRN Order# 112-0534772-9828227	$31.50	$18.76	Unapplied
10/11/24	Credit Memo	1MWF-GPRF-H7VD	PO# 1352500024 Invoice# 1QHJ-CD4Y-4MDR Order# 114-1235231-7243422	$199.96	$199.96	Unapplied
10/12/24	Credit Memo	1633-VWT4-Q3W7	PO# 1202500014 - Adam Grisz Invoice# 1M6R-T4KH-KM3L Order# 112-6262150-5634646	$6.95	$6.95	Unapplied
10/14/24	Credit Memo	141C-RYQQ-GJNK	PO# 14000001477 Invoice# 1VT1-9YVG-MXRH Order# 111-4225621-0680224	$19.98	$19.98	Unapplied
10/14/24	Credit Memo	19G1-H4VK-GNQ4	Invoice# 1N6C-HN6M-KR4N Order# 114-7035749-5418627	$24.98	$24.98	Unapplied
10/14/24	Credit Memo	11HQ-N91L-HVCC	PO# 14100000045 Invoice# 136R-NXPQ-VX9N Order# 113-3269441-4113832	$119.99	$119.99	Unapplied
10/17/24	Credit Memo	1M9G-N9LC-PQ9C	PO# 14000001472 Invoice# 1MFK-VHXT-6D1X Order# 111-0890575-1931445	$19.50	$19.50	Unapplied
10/21/24	Payment	101074		$10,455.70	$1,979.89	Partially Applied

10/22/24	Credit Memo	1VN4-MJCF-DGN3	PO# 14100000045 Invoice# 136R-NXPQ-VX9N Order# 113-3269441-4113832	$39.00	$39.00	Unapplied
10/24/24	Credit Memo	1L6P-3TNV-3LMQ	PO# 410001247-Junker Invoice# 1HC7-CD99-P9CH Order# 112-2591420-4740237	$119.99	$119.99	Unapplied
10/28/24	Credit Memo	1XD4-QQ4K-1LPP	PO# 3000001491/SCHOOL-WIDE Invoice# 14CL-CF3V-CQCH Order# 114-6199698-2303442	$50.98	$50.98	Unapplied
10/29/24	Credit Memo	1DR9-J9TD-CXGR	PO# 11000001590/Nunley Invoice# 19VJ-XPCF-6T36 Order# 111-7411803-5959466	$9.89	$9.89	Unapplied
10/31/24	Credit Memo	1CRG-LV3P-JF9J	PO# 9900001799 - SCHULTE Invoice# 1C3G-RW47-DDXT Order# 113-9413825-4170615	$23.79	$23.79	Unapplied

Unapplied payments and credit memos are available for refund after 5 business days

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($1.04/100 Sheets)
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xiwxi for iPhone SE Case 2022/3rd/2020,iPhone 8/7 Case,with [2xTempered Glass Screen Protector] [360 Full Body Shockpro...
5,297
-23% $9.99
List: $12.99
FREE One-Day Get it
Tomorrow, Nov 7

MyOfficeInnovations 706811 Poly Exp Hanging File Folders,Letter,Assorted
182
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3 offers from $13.84

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Summary of Refund

The folding chairs purchased from Amazon failed prematurely. Since the third-party vendor was unwilling to provide a full refund, Amazon issued a refund on their behalf using the Amazon A-to-Z Guarantee. This refund does not come in the form of a traditional credit memo that can be applied directly to the invoice, as the invoice for this transaction was part of a larger payment already sent to Amazon for our monthly bill before the refund resolution decision was made. Instead, the credit can be applied to our next monthly bill. This was the only available refund method.

Adam Grisz

Purchasing Agent

Adam Grisz

From: cs-reply@amazon.com
Sent: Thursday, October 24, 2024 9:32 AM
To: Adam Grisz
Subject: A Message from Amazon Business Escalations

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

amazon

Your Account | Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley, with Amazon Business Executive Customer Relations. Following up with regards to the requested write-off.

The write-off has been granted for Invoice #: 11VT-Q9DG-36NG in reference to Order ID: 114-4052362-2506633 in the amount of:$1,979.89.

Write off means that we clear the invoice so that you won't owe the amount we write off.

If you have questions or need any additional assistance with this issue, please reply directly to this email and I will personally respond.

I appreciate the opportunity to work with you as I resolve this issue.

Best regards,
Ashley P.
Amazon.com

RECEIVED
OCT 24 2024
BY:

Adam Grisz

From: cs-reply@amazon.com
Sent: Tuesday, October 22, 2024 10:11 AM
To: Adam Grisz
Subject: A Message from Amazon Business Escalations

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

amazon

Your Account | Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley with Amazon Business Executive Customer Relations. I am following up to provide an update on your issue with order 114-4052362-2506633.

I hope you are having a great day. I just wanted to let you know that our payments department is still currently processing the write off. I will continue to provide you with updates as new information becomes available. At minimum, you will receive a status update from me every other day until your issue is resolved.

Thank you!

Best regards,
Ashley P.
Amazon.com

RECEIVED
OCT 23 2024
BY:

Adam Grisz

From: cs-reply@amazon.com
Sent: Friday, October 18, 2024 12:19 PM
To: Adam Grisz
Subject: A Message from Amazon Business Escalations

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

amazon

Your Account Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley with Amazon Business Executive Customer Relations. I am following up to provide an update on your issue with order 114-4052362-2506633.

Thank you for your response. I have completed my research of the issue and escalated to the payments team to process the write off. I will continue to provide you with updates as new information becomes available. At minimum, you will receive a status update from me every other day until your issue is resolved.

Thank you!

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Ashley P.
Amazon.com

Thank you for your inquiry. Did I solve your problem?
Yes No

Your feedback is helping us build Earth's Most Customer-Centric Company.

Adam Grisz

From: Adam Grisz
Sent: Friday, October 18, 2024 10:36 AM
To: 'cs-reply+A3OEGHK8QCWAV@amazon.com'
Subject: RE: A Message from Amazon Business Escalations

Good morning,

This solution is acceptable for us. Please let me know if there is anything else required on my end and provide any confirmation that may be available. Thank you and have a great day.

Best Regards,

Adam Grisz | Purchasing Agent

Murfreesboro City Schools
2552 South Church Street | Murfreesboro, TN | 37127
p: 615-225-9352
e: adam.grisz@cityschools.net

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From: cs-reply@amazon.com <cs-reply@amazon.com>
Sent: Thursday, October 17, 2024 6:29 PM
To: Adam Grisz <Adam.Grisz@cityschools.net>
Subject: A Message from Amazon Business Escalations

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

amazon

Your Account | Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley with Amazon Business Executive Customer Relations. I am following up to provide an update on order 114-4052362-2506633.

Since this was sold and fulfilled by a third party I am unable to issue a memo credit. I see that invoice 11VT-Q9DG-36NG has not been cleared. I can submit a write off request to have the order total of $$1,979.89 forgiven from the

owed amount in invoice 11VT-Q9DG-36NG. If the payment does come the leftover amount ($1979.89) will go in your unappllied balance so that you can use it at another time on a different invoice.

Please reply to this email and let me know if this is an acceptable solution.

Thank you and I look forward to working with you on this issue.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Ashley P.
Amazon.com

Thank you for your inquiry. Did I solve your problem?
Yes No

Your feedback is helping us build Earth's Most Customer-Centric Company.

Adam Grisz

From: cs-reply@amazon.com
Sent: Thursday, October 17, 2024 3:10 PM
To: Adam Grisz
Subject: A Message from Amazon Business Escalations

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

Your Account | Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley with Amazon Business Executive Customer Relations. I am following up to provide an update on order 114-4052362-2506633.

Thank you for your reply. Unfortunately since this was a third party order, I am unable to send memo credits. The only was we are able to compensate you is to write off the invoice.

If you have questions or need any additional assistance with this issue, please reply directly to this email and I will personally respond.

Thank you and I hope you have a wonderful evening.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Ashley P.
Amazon.com

Thank you for your inquiry. Did I solve your problem?
Yes No

Your feedback is helping us build Earth's Most Customer-Centric Company.

Adam Grisz

From: cs-reply@amazon.com
Sent: Friday, October 11, 2024 9:19 AM
To: Adam Grisz
Subject: A Message from Amazon Business Escalations

Follow Up Flag: Follow up
Flag Status: Flagged

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.

Your Account | Amazon.com

Message From Customer Service

Hello Adam,

This is Ashley with Amazon Business Executive Customer Relations. I am following up to provide an update on order 114-4052362-2506633.

I noticed that the A to Z claim was cancelled. So, in order to reimburse you for this order, I can submit a write off request to have the order total of $$1,979.89 forgiven from the owed amount in invoice 11VT-Q9DG-36NG. Keep in mind this process would not generate a credit memo but would reduce the owed amount on the invoice.

Please let me know if this would be an acceptable resolution. If you have questions or need any additional assistance with this issue, please reply directly to this email and I will personally respond.

Thank you!

Best regards,
Ashley P.
Amazon.com

amazon business

Invoice

Invoice # **11VT-Q9DG-36NG** | **September 20, 2024**

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by October 20, 2024

Item subtotal before tax	$ 3,617.41
Shipping & handling	$ 0.00
Promos & discounts	$ 0.00
Total before tax	$ 3,617.41
Tax	$ 0.00
Amount due	**$ 3,617.41 USD**

Account #	A3LJLBAQS8NBAE
Payment terms	Net 30
Purchase date	19-Sep-2024
Purchased by	Adam Grisz
PO #	1252500000 - Adam Grisz
Use standard delivery only!	Confirm

Registered business name
Murfreesboro City Schools

Bill to
Central Office
Melinda Fee
2552 S. Church Street
Murfreesboro, TN 37127

Ship to
Murfreesboro City Schools - Central Office
2552 S CHURCH ST
MURFREESBORO, TN 37127-6342

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name	Amazon Capital Services, Inc.
Bank name	Wells Fargo Bank
ACH routing # (ABA)	121000248
Bank account # (DDA)	4163041016584874 1
SWIFT code (wire transfer)	WFBIUS6S

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

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

Invoice details

	Description	Qty	Unit price	Item subtotal before tax	Tax
1	Furmax Ribbed Office Desk Chair Mid-Back PU Leather Executive Conference Task Chair Adjustable Swivel Chair with Arms (Black) ASIN: B07Y6X719C Sold by: CHENXIN OPTOELECTRONIC CO., LIMITED Order # 114-2398758-4479404	24	$68.23	$1,637.52	0.000%
2	VINGLI Folding Chairs with Padded Seats, Metal Frame with Pu Leather Seat & Back, Capacity 350 lbs, Black, Set of 10 ASIN: B0CXY8YW6K Sold by: DERICK LIMITED Order # 114-4052362-2506633	11	$179.99	$1,979.89	0.000%

amazon business

Invoice

Invoice # 11VT-Q9DG-36NG

Total before tax	$3,617.41
Tax	$0.00
Amount due	**$3,617.41**

FAQs

How is tax calculated?
Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?
Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

Manage Your Business Account › Your Invoices › Request a refund

Request a refund

Link a bank account
To receive funds, you must link a bank account

Select the unapplied funds you want returned to your account. Why can't I choose some of them?
0 out of 35 transactions selected

DATE	TYPE	TRANSACTION#		AMOUNT	UNAPPLIED	STATUS
9/15/23	Credit Memo	13JT-FG7H-6NQ6	PO# 9402300023 Invoice# 1H1V-FDXF-94X9 Order# 114-8024273-1411454	$85.62	$85.62	Unapplied
10/5/23	Payment	32038		$1,267.59	$259.00	Partially Applied
3/14/24	Credit Memo	1WML-GLJT-6JT3	Invoice# 17KC-LXJ6-RK3X Order# 113-4573678-3479411	$36.78	$36.78	Unapplied
3/14/24	Credit Memo	1G1Y-R3VW-9DQF	Invoice# 17KC-LXJ6-RK3X Order# 113-4573678-3479411	$59.99	$59.99	Unapplied
3/19/24	Credit Memo	1NND-9YP4-76KJ	PO# 3000001421/CALM Invoice# 1R44-HJ7C-7XX1 Order# 112-3053984-9392233	$37.91	$10.94	Unapplied
5/9/24	Payment	4066		$260.98	$59.98	Partially Applied
5/10/24	Credit Memo	1HGQ-MD1P-H3VG	PO# 3001002182/ROBINSON Invoice# 1H4D-HKLL-WR66 Order# 113-3834249-5432223	$7.08	$7.08	Unapplied
5/11/24	Credit Memo	1MF7-QYCJ-T6XM	PO# 3001002182/ROBINSON Invoice# 1H4D-HKLL-WR66 Order# 113-3834249-5432223	$7.08	$7.08	Unapplied
5/21/24	Credit Memo	1GD9-YY1J-VQKC	PO# 1132400097 Invoice# 1YC1-RG6C-LC7H Order# 111-4991187-9588265	$89.99	$89.99	Unapplied
5/28/24	Credit Memo	1Q9L-DT4G-7G9D	PO# 902100000942 Invoice# 19MH-F7GD-H9VL Order# 114-0475038-3874664	$59.98	$59.98	Unapplied
7/30/24	Credit Memo	1VLM-PY4P-6HKM	PO# 134250016 Invoice# 1GDK-FCW3-4C1G Order# 114-1825046-8037837	$17.49	$12.99	Unapplied
8/15/24	Payment	12676		$89.00	$89.00	Unapplied
8/20/24	Credit Memo	1VXD-J3K7-99TM	PO# 15000002725 Invoice# 1YVN-1GHJ-CG17 Order# 113-0575476-4929852	$25.49	$25.49	Unapplied
8/22/24	Credit Memo	1RJC-HGM9-CLQY	PO# 10000001164EVANS Invoice# 1FFY-WTG1-91L7 Order# 113-7589416-8162629	$39.98	$39.98	Unapplied
8/22/24	Credit Memo	1DD6-MK1V-CRHY	PO# 10000001164EVANS Invoice# 1FFY-WTG1-91L7 Order# 113-5052728-5907450	$13.52	$13.52	Unapplied
9/3/24	Payment	12692		$11.99	$11.99	Unapplied
9/4/24	Payment	26106		$89.99	$89.99	Unapplied
9/9/24	Credit Memo	1C6T-PVJK-4RMY	PO# 1062500082 - Adam Grisz Invoice# 1G9N-DKYT-KLWG Order# 113-9023913-9950606	$269.99	$269.99	Unapplied
9/9/24	Credit Memo	1CPT-3HH9-6R4W	PO# 14000001458 Invoice# 13JG-7RFP-6NXN Order# 112-6383615-5790630	$25.49	$25.49	Unapplied
9/12/24	Credit Memo	16JP-QX6K-CR3V	PO# 3001002232/ADAMS Invoice# 1WL6-H4RR-TR63 Order# 114-3093389-7334647	$13.85	$13.85	Unapplied

Request a refund

REFUND AMOUNT
$0.00

AVAILABLE FOR REFUND
$0.00

BANK AC

Available for refund	**$0.00**
Unapplied funds	$3,998.00
Past due invoices	$3,755.27
Pending payments	$1,879.89

The amount available for refund is the unapplied funds minus the amounts owed on the past due invoices and payments that are on hold.

Folding Chair Refund

10/17/24	Credit Memo	1M9E-N0LC-PQ9C	PO# 14000001472 Invoice# 1MFK-VHQT-6D1X Order# 111-0990575-1931445	$19.50	$19.50	Unapplied
10/21/24	Payment	101074		$10,455.70	$1,979.89	Partially Applied
10/22/24	Credit Memo	1VN4-MJCF-DGN3	PO# 14100000045 Invoice# 136R-NXPQ-VXSN Order# 113-3263441-4113852	$39.00	$39.00	Unapplied
10/24/24	Credit Memo	1LEP-3TKV-3LNQ	PO# 410001247-Junker Invoice# 1HC7-CD39-P9CH Order# 112-3591420-4240237	$119.99	$119.89	Unapplied

Unapplied payments and credit memos are available for refund after 5 business days

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Attachment to AD FM6

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
Dena's Old Computer	Property of Murfreesboro City Schools 961870				<20
Old Seagate back up box	Property of Murfreesboro City Schools 959900				<10

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

School _____ Date _____

Principal X Delia Thomas PA Date 5/8/25

Supervisor Date 5/8/25

Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III Date 5/8/25

Director of Schools

Date _____

Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 21st Century Community Learning Grant Budget Revision

Board Meeting Date: May 13, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers expenditures within the same Federal Fund to meet the actual expenditures for FY 25. The savings found within other salaries, benefits, and staff development line items will offset the increase cost of Educational Assistants, other equipment, other charges, and supplies.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY25 budget amendment to recognize transfers within the Federal Fund 21st CCLC to meet the actual expenditures for FY25.

Fiscal Impact

This will align final projected expenditures for FY25, and it will not affect fund balance. The total amount of transfers is $28,144.

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: FY25 Federal Funds 21st CCLC Revision 1

BOE Meeting Date: 13-May-25

Account	Description	Increase	Decrease
	21st CCLC		
142 E 73300 163	Educational Assistants	19,571	
142 E 73300 189	Other Salaries & Wages		24,102
142 E 73300 201	Social Security		73
142 E 73300 204	State Retirement		2,514
142 E 73300 206	Life Insurance	169	
142 E 73300 207	Medical Insurance	307	
142 E 73300 212	Medicare		37
142 E 73300 499	Other Supplies & Materials	1,878	
142 E 73300 524	In-service/Staff Development		1,292
142 E 73300 599	Other Charges	2,220	
142 E 73300 790	Other Equipment	4,000	
142 E 99100 504	Indirect Cost		126
Total		$ 28,144	$ 28,144

Explanation: This amendment request will revise budget lines in the FY25 21st CCLC grant from estimated budgets to actual expenditures.

The budget revision is reasonable, necessary and allowable.

Reviewed by Finance Director/Finance Manager — Date: 5/8/25

Approved [X] — Director of Schools: Bobby W Duckett — Date: 5/8/25

Declined [ ]

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 Consolidated Funding Application Budget Amendment

Board Meeting Date: May 13, 2025

Department: Federal Programs and Finance Departments

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The Federal Program and Finance departments are requesting board approval for a budget amendment to the FY25 Consolidated Funding Application for Title IA. This amendment reflects a shift from estimated to actual expenditures.

The amendment includes a decrease in funds allocated to salaries and benefits, and a corresponding increase in instructional supplies and materials, professional development, and retirement, totaling $1,015.00.

This adjustment ensures that budgeted amounts align with actual program needs and expenditures.

Staff Recommendation
Recommend approval of the revisions to the consolidated funding application for FY 24-25.

Fiscal Impact
The amendment amount is $1,015.00, and it will not affect fund balance.

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 FY25 Federal Funds Consolidated Funding Title IA Revision 2

Account	Description	Increase	Decrease
	Consolidated Funding Application Title I		
142 E 71100 116	Teachers		46
142 E 71100 299	Fringe Benefits		750
142 E 71100 429	Instructional Supplies and Materials	796	
142 E 72210 204	State Retirement	100	
142 E 72210 207	Medical Insurance		219
142 E 72210 524	Inservice/Staff Development	119	
Total		$ 1,015	$ 1,015

Explanation: This amendment request will revise budget lines in the FY25 Consolidated Funding Application for Title IA from estimated budgets to actual expenditures.

The budget revision is reasonable, necessary and allowable.

[signature] 5/8/25

Reviewed by Finance Director/Finance Manager Date

Approved [X] Bobby N Duke III 5/8/25

Director of Schools Date

Declined [ ]

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 Extended School Program (ESP) Budget Amendment

Board Meeting Date: May 13, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $70,000 of previously approved funds within the ESP fund. This transfer will increase salary, benefits, and other contracted services but will be offset by a reduction in equipment and other supplies.

Staff Recommendation

To approve the FY25 budget amendment to recognize the increase in expenditures which will be offset by a reduction in other lines within the ESP fund.

Fiscal Impact

Transfer of $70,000 with no new revenues or expenditures. This amendment will not affect fund balance.

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 FY2025 Extended School Program (ESP) Fund 146

Account	Description	Increase	Decrease
146 E 73300 105	SUPERVISOR/DIRECTOR	20,000	
146 E 73300 204	STATE RETIREMENT	38,000	
146 E 73300 207	MEDICAL INSURANCE	10,000	
146 E 73300 399	OTHER CONTRACTED SERVICES	2,000	
146 E 73300 336	MAINTENANCE & REPAIR - EQUIPMENT	-	15,000
146 E 73300 499	OTHER SUPPLIES & MATERIALS	-	55,000
Total		$ 70,000	$ 70,000

Explanation: To transfer $70,000 in previously approved funds within the employee salary and benefits line -items. This will be offset by savings in Maintenance & Repair of Equipment and Other Supplies & Materials.

Reviewed by Finance Director/Finance Manager — Date 5/8/25

Approved [X] Declined [ ]

Director of Schools Bobby N Duke III — Date 5/8/25

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 General Purpose Budget Amendment

Board Meeting Date: May 13, 2025

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 $107,815 of previously approved funds within the major accounts in the General-Purpose fund. This will address several accounts needing adjustments to benefits, salaries, and contracts to recognize actual expenditures for the end of year.

Funds are being reallocated from savings found in other line items within the same budget category.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY25 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

This will align final projected expenditures for FY25, and it does not affect fund balance. Total amount of transfers is $107,815.

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 2024-2025 General Purpose Schools Fund 141 May 13, 2025

Expenditure Accounts	Description	Increase	Decrease
141 E 71100 163	EDUCATIONAL ASSISTANTS	-	45,000
141 E 71100 204	STATE RETIREMENT	45,000	-
141 E 71100 217	HYBRID STABILIZATION RETIREMENT	1,500	-
141 E 71100 336	MAINTENANCE & REPAIR-EQUIP	-	1,500
Total Regular Education		**$ 46,500**	**$ 46,500**
141 E 72120 105	SUPERVISOR/DIRECTOR	-	22,000
141 E 72120 207	MEDICAL INSURANCE	29,000	-
141 E 72120 208	DENTAL INSURANCE	200	-
141 E 72120 299	OTHER FRINGE BENEFITS	-	7,200
Total Health Services		**$ 29,200**	**$ 29,200**
141 E 72130 206	LIFE INSURANCE	500	-
141 E 72130 207	MEDICAL INSURANCE	2,000	-
141 E 72130 217	HYBRID STABILIZATION	2,500	-
141 E 72130 299	OTHER FRINGE BENEFITS	-	5,000
Total Other Student Support Services		**$ 5,000**	**$ 5,000**
141 E 72250 399	OTHER CONTRACTED SERVICES	15,000	-
141 E 72250 599	OTHER CHARGES	-	5,000
141 E 72250 709	DATA PROCESSING SUPPLIES	-	10,000
Total Technology		**$ 15,000**	**$ 15,000**
141 E 72320 161	SECRETARY	3,000	-
141 E 72320 162	CLERICAL PERSONNEL	150	-
141 E 72320 189	OTHER SALARIES & WAGES	150	-
141 E 72320 201	SOCIAL SECURITY	250	-
141 E 72320 204	STATE RETIREMENT	415	-
141 E 72320 212	MEDICARE	50	-
141 E 72320 207	MEDICAL INSURANCE	7,100	-
141 E 72320 299	FRINGE BENEFITS	-	250
141 E 72320 307	COMMUNICATION	-	5,000
141 E 72320 348	POSTAL CHARGES	-	2,500
141 E 72320 355	TRAVEL	-	500
141 E 72320 399	OTHER CONTRACTED SERVICES	-	2,500
141 E 72320 435	OFFICE SUPPLIES	-	365
Total Director of Schools		**$ 11,115**	**$ 11,115**
141 E 73300 399	OTHER CONTRACTED SERVICES	-	1,000
141 E 73300 524	IN-SERVICE/STAFF DEVELOPMENT	1,000	-
Total Community Services		**$ 1,000**	**$ 1,000**
Total Expenditures		**$ 107,815**	**$ 107,815**

To transfer $107,815 in budgeted expenditures within major categories to recognize changes in preliminary budget estimates to projected year-end actuals. Increases include benefit categories, salaries, and services. Each increase is sustained through transfers within each category and no major change to the fiscal budget.

There are no new revenues or expenditures, no new positions, and no change to fund balance.

Reviewed by Finance Director/Finance Manager — Date 5/8/25

Approved [X]
Declined [ ]

Director of Schools — Date 5/8/25

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 New Revenue General-Purpose Budget Amendment

Board Meeting Date: May 13, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☒ No ☐

Summary

This amendment recognizes new revenue of $931,860 and corresponding interfund transfers to balance the final projected budget for FY25. The new revenue is generated from investments and checking interest, TISA state funds, and state Paid Parental Leave funds. These revenues along with interfund transfers will align the corresponding expenditures to meet the final projections for FY25.

The inter-fund transfers are being reallocated from savings found in other line items within the same budget category. There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY25 budget amendment to recognize new revenue and changes within the General-Purpose fund.

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of $931,860. This will align final projected expenditures for FY25, and it will not affect fund balance.

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.
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☐ **Empowered**: Every student will be *empowered* through academic success.

Murfreesboro City Schools Budget Amendment (#9)

BOE Approval 5/13/2025

General Purpose Schools Fund 141
Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
	Revenues			
141 R 44110	Interest Earned-Investments	$ 2,500	$ 130,000	$ 127,500
141 R 44111	Interest Earned-Checking	349,408	973,768	624,360
141 R 46513	TISA On-Behalf Payments	-	30,000	30,000
141 R 46596	Paid Parental Leave	150,000	300,000	150,000
	Total Increase in Revenues	$ 501,908	$ 1,433,768	$ 931,860
	Expenditures			
141 E 71100 595	TISA On-Behalf Payments	$ -	$ 10,000	$ 10,000
Total Regular Education			$ 10,000	$ 10,000
141 E 71200 116	Teachers	$ 4,892,000	$ 5,132,000	$ 240,000
141 E 71200 217	Hybrid Stabilization	35,500	37,500	2,000
141 E 71200 312	Contracts w/ Private Agencies	215,038	345,038	130,000
141 E 71200 399	Other Contracted Services	5,000	27,500	22,500
141 E 71200 595	TISA On-Behalf Payments	-	20,000	20,000
141 E 71200 163	Educational Assistants	3,530,000	3,430,000	(100,000)
141 E 71200 299	Other Fringe Benefits	105,000	90,000	(15,000)
Total Special Education		$ 8,782,538	$ 9,082,038	$ 299,500
141 E 72110 189	Other Salaries & Wages	$ 104,500	$ 112,500	$ 8,000
141 E 72110 201	Social Security	6,480	6,980	500
141 E 72110 204	State Retirement	12,720	13,695	975
141 E 72110 207	Medical Insurance	24,300	29,300	5,000
141 E 72110 208	Dental Insurance	460	485	25
141 E 72110 212	Medicare	1,515	1,640	125
141 E 72110 355	Travel	1,250	250	(1,000)
141 E 72110 499	Other Supplies & Materials	1,000	500	(500)
141 E 72110 704	Equipment	10,700	5,700	(5,000)
Total Attendance		$ 162,925	$ 171,050	$ 8,125
141 E 72210 129	Library/Media Specialists	$ 959,500	$ 999,500	$ 40,000
141 E 72210 138	Instructional Computer Pers.	600,000	602,500	2,500
141 E 72210 189	Other Salaries & Wages	35,360	36,360	1,000
141 E 72210 201	Social Security	115,138	118,138	3,000
141 E 72210 204	State Retirment	134,825	138,325	3,500
141 E 72210 212	Medicare	26,931	27,931	1,000
141 E 72210 163	Educational Assistants	103,560	98,560	(5,000)

141 E 72210 299	Other Fringe Benefits		10,500		5,500	(5,000)
Total Regular Education-Support		$	1,985,814	$	2,026,814	$ 41,000
141 E 72220 124	Psychological Personnel	$	675,220	$	710,720	$ 35,500
141 E 72220 189	Other Salaries & Wages		516,550		556,550	40,000
141 E 72220 201	Social Security		93,245		98,245	5,000
141 E 72220 204	State Retirement		111,000		117,500	6,500
141 E 72220 207	Medial insurance		174,000		215,000	41,000
141 E 72220 212	Medicare		21,810		23,310	1,500
141 E 72220 524	In-Service/Staff Development		30,000		33,000	3,000
141 E 72220 299	Other Fringer Benefits		10,500		5,500	(5,000)
141 E 72220 499	Other Supplies & Materials		57,744		52,744	(5,000)
Total Special Education-Support		$	1,690,069	$	1,812,569	$ 122,500
141 E 72310 189	Other Salaries & Wages	$	132,720	$	133,220	$ 500
141 E 72310 320	Dues & Memberships		15,000		15,200	200
141 E 72310 506	Liability Insurance		470,000		535,000	65,000
141 E 72310 510	Trustee's Commission		445,000		495,000	50,000
141 E 72310 533	Criminal Investigation of Appl.		30,000		60,000	30,000
141 E 72310 210	Unemployment Compensation		46,000		21,000	(25,000)
141 E 72310 331	Legal Services		35,000		15,000	(20,000)
Total Board of Education		$	1,173,720	$	1,274,420	$ 100,700
141 E 72410 139	Assistant Principals	$	1,565,400	$	1,596,400	$ 31,000
141 E 72410 201	Social Security		280,255		282,255	2,000
141 E 72410 204	State Retirement		371,205		374,705	3,500
141 E 72410 207	Medical Insurance		572,000		596,000	24,000
141 E 72410 212	Medicare		65,545		66,045	500
141 E 72410 299	Other Fringe Benefits		34,500		24,500	(10,000)
141 E 72410 307	Communication		95,000		85,000	(10,000)
Total Office of Principal		$	2,983,905	$	3,024,905	$ 41,000
141 E 72510 119	Accountants/Bookkeepers	$	253,090	$	265,090	$ 12,000
141 E 72510 161	Secretary		47,695		48,195	500
141 E 72510 201	Social Security		34,115		34,890	775
141 E 72510 204	State Retirement		66,965		68,515	1,550
141 E 72510 207	Medical Insurance		92,000		104,000	12,000
141 E 72510 212	Medicare		7,980		8,180	200
141 E 72510 299	Other Fringe Benefits		7,980		6,480	(1,500)
141 E 72510 411	Data Processing Supplies		6,500		5,500	(1,000)
141 E 72510 524	In-Service/Staff Development		10,000		9,000	(1,000)
Total Fiscal Services		$	526,325	$	549,850	$ 23,525
141 E 72520 105	Supervisor/Director	$	256,150	$	259,550	$ 3,400
141 E 72520 121	Data Processing Personnel		50,725		51,225	500
141 E 72520 201	Social Security		25,870		26,120	250
141 E 72520 204	State Retirement		35,890		36,240	350
141 E 72520 207	Medical Insurance		8,500		21,700	13,200
141 E 72520 212	Medicare		6,050		6,110	60
141 E 72520 299	Other Fringe Benefits		4,500		3,750	(750)

141 E 72520 399	Other Contracted Services		61,000		56,000		(5,000)
141 E 72520 599	Other Charges		7,500		5,500		(2,000)
Total Personnel Services		$	456,185	$	466,195	$	10,010
141 E 72610 415	Electricity	$	2,010,000	$	2,085,000	$	75,000
141 E 72610 434	Natural Gas		450,000		410,000		(40,000)
141 E 72610 454	Water & Sewer		375,000		360,000		(15,000)
Total Operation of Plant		$	2,835,000	$	2,855,000	$	20,000
141 E 72620 335	Maintenance & Repair-Buildings	$	550,000	$	750,000	$	200,000
141 E 72620 451	Uniforms		1,500		3,500		2,000
141 E 72620 499	Other Supplies & Materials		100,000		110,000		10,000
141 E 72620 599	Other Charges		40,000		50,000		10,000
Total Maintenance of Plant		$	691,500	$	913,500	$	222,000
141 E 72710 162	Clerical Personnel	$	134,000	$	146,000		12,000
141 E 72710 307	Communication		1,000		2,500		1,500
141 E 72710 338	Maintenance & Repair-Vehicles		35,000		65,000		30,000
141 E 72710 299	Other Fringe Benefits		36,000		31,000		(5,000)
141 E 72710 399	Other Contracted Services		71,500		66,500		(5,000)
141 E 72710 425	Gasoline		256,595		246,595		(10,000)
141 E 72710 524	In-Service/Staff Development		10,000		8,000		(2,000)
Total Transportation		$	544,095	$	565,595	$	21,500
141 E 73400 207	Medical Insurance	$	120,000	$	133,000	$	13,000
141 E 73400 299	Other Fringe Benefits		3,000		2,000		(1,000)
Total Early Childhood Education		$	123,000	$	135,000	$	12,000
	Total Increase in Expenditures	$	21,955,076	$	22,886,936	$	931,860

CHANGE IN FUND BALANCE (CASH)

To recognize new revenue of $931,860 in interest checking and investments, TISA On-Behalf payments, and Paid Parental Leave. This new revenue along with interfund transfers within major categories will assist in covering projected actual expenditures for FY25. This will not change fund balance.

5/8/25

Reviewed by Finance Director/Finance Manager Date

Approved ☑ Bobby W Duke III 5/8/25

Director of Schools Date

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 School Nutrition Budget Amendment

Board Meeting Date: May 13, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $418,910 of previously approved funds within the School Nutrition Cafeteria fund. This transfer will increase the necessary lines to meet actual expenditures for FY25, but it will be offset by a reduction within the same fund without affecting fund balance.

Staff Recommendation

To approve the FY25 budget amendment to recognize the increase in expenditures, which will be offset by a reduction in other lines within the cafeteria fund.

Fiscal Impact

The total amount of transfers is $418,910. This will complete the FY25 Cafeteria budget, and it will not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

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

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2025 Central Cafeteria Fund 143 revision

Account	Description	Increase	Decrease
143 E 73100 105	SUPERVISOR/DIRECTOR	2,010	
143 E 73100 165	CAFETERIA PERSONNEL	288,500	
143 E 73100 201	SOCIAL SECURITY	12,000	
143 E 73100 204	STATE RETIREMENT	18,000	
143 E 73100 207	MEDICAL INSURANCE	43,000	
143 E 73100 212	MEDICARE	4,200	
143 E 73100 336	MAINTENANCE & REPAIR - EQUIPMENT	10,000	
143 E 73100 355	MILEAGE	5,000	
143 E 73100 718	MOTOR VEHICLES	36,200	
143 E 73100 119	ACCOUNTANTS/BOOKKEEPER		5,000
143 E 73100 189	OTHER SALARIES & WAGES		50,000
143 E 73100 299	OTHER FRINGE BENEFITS		4,300
143 E 73100 399	OTHER CONTRACTED SERVICES		135,000
143 E 73100 422	FOOD SUPPLIES (FOOD)		202,110
143 E 73100 425	GASOLINE		4,500
143 E 73100 524	IN-SERVICE/STAFF DEVELOPMENT		5,000
143 E 73100 599	OTHER CHARGES		3,500
143 E 73100 710	EQUIPMENT		5,000
143 E 73100 719	OFFICE EQUIPMENT		4,500
Total		$ 418,910	$ 418,910

Explanation: To transfer $418,910 in previously approved funds within the same fund to meet actual expenditures. This will not affect fund balance.

D [illegible] 5/8/25

Reviewed by Finance Director/Finance Manager — Date

Approved ☑ Bobby W Duke III 5/8/25

Director of Schools — Date

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Approval of Public Official Bond

Board Meeting Date: May 13, 2025

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
State law requires the Superintendent/Director of a Local Education Agency (LEA) to execute a statutory bond, which protects the School District from loss of funds. This approval renews the statutory bond in the amount of the bond, $100,000 (with a premium of $300) for Director of Schools for a one-year term beginning June 1, 2025, through May 31, 2026.

This is the recommended amount for a Superintendent of Schools as listed by the Tennessee Comptroller.

Staff Recommendation

We recommend approval of the statutory bond renewal.

Fiscal Impact

$300 from the General-Purpose budget. This amount is budgeted within the FY25 budget.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: 2025-2026 Disciplinary Hearing Authority

Board Meeting Date: May 13, 2025

Department: Student Supports

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Board Policy 6.317 requires the School Board to appoint a Disciplinary Hearing Authority to hear appeals of suspensions, remands, and expulsions.

Policy states the Board shall appoint no more than seven (7) members to the DHA, which shall include three (3) school system administrators and at least two (2) licensed employees. The Director shall appoint a chairman from the members appointed.

Staff Recommendation

Staff is recommending the following individuals to serve on the DHA for the 2025-2026 school year.

1. Ken Rocha, Assistant Superintendent of Student Supports
2. Amanda Adams, Coordinator of Behavioral Supports
3. Angela Fairchild, Director of Special Education *(if the student receives special education services)*
4. Jeremy Lewis, Principal of Bradley Academy
5. Emily Spencer, Principal of Erma Siegel Elementary School
6. Adam Bryson, Principal of Mitchell-Nielson Elementary School

Alternate Administrator if the DHA is hearing the appeal of a student at a school where the principal is a committee member: Andrea Oakley, Principal of Scales Elementary.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: RCLS Interlocal Donation Agreement

Board Meeting Date: May 13, 2025

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
The Transportation Department has identified a surplus school bus that is no longer needed for operations. We recommend approval of an interlocal agreement with the Rutherford County Library System to convey the bus for use in mobile library and literacy outreach services. The bus will be transferred at no cost, and all future responsibilities for maintenance, insurance, and operation will be assumed by the library.

Staff Recommendation
Approve RCLS Interlocal Donation Agreement

Fiscal Impact
No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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INTERLOCAL AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION
AND
RUTHERFORD COUNTY LIBRARY SYSTEM

This Interlocal Agreement ("Agreement") is entered into on this 13th day of May, 2025, by and between Murfreesboro City Schools Board of Education, a municipal local education agency in located in Rutherford County, Tennessee ("School District"), with its principal address at 2552 South Church Street, Murfreesboro TN 37127; and Rutherford County Library System, a governmental public library system organized and operating under Tennessee Code Annotated § 10-3-101, *et seq*. ("Library System"), with its principal address at 1127B Dow Street, Murfreesboro, TN 37130.

WHEREAS, Tennessee Code Annotated § 12-9-101, *et seq*. authorizes public agencies to enter into interlocal agreements to make efficient use of their powers by enabling cooperation with other public agencies;

WHEREAS, under Tennessee Code Annotated § 12-9-110, local education agencies may contract with another public agency for the conveyance or transfer of property if the public agency receiving the conveyance or transfer utilizes the property for a public purpose and the governing body of each public agency that is a party to the contract authorizes such conveyance or transfer and determines that the terms and conditions set forth are appropriate;

WHEREAS, the School District has determined that a school bus is surplus property and no longer needed for educational instruction or operations and the Library System seeks to use the school bus for educational and outreach purposes;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to formalize the conveyance of a surplus school bus from the School District to the Library System, to be used for educational and community outreach purposes, and to set forth the respective roles and responsibilities of the parties in accordance with T.C.A. § 12-9-104.

2. Description of Conveyed Property. The School District hereby agrees to convey and transfer ownership of the following surplus school bus to the Library System:
   a. Make/Model: _____
   b. Year: _____
   c. VIN: _____
   d. Current Mileage: _____
   e. Bus Number: _____

The bus is provided as-is, where-is, without any warranties or representations regarding condition or fitness for a particular purpose.

3. Declaration of Surplus. The School District affirms that the above-described school bus has been declared surplus in accordance with T.C.A. § 49-6-2006(a) and is no longer needed for instructional or operational purposes. Upon execution of this Agreement, title to the bus shall be transferred to the Library System as part of this intergovernmental conveyance.

4. Purpose of Conveyance. The Library System agrees that the bus will be used for educational purposes consistent with the provisions of T.C.A. § 12-9-104, including but not limited to:
   a. Mobile library or bookmobile services;
   b. Early literacy outreach;
   c. Public engagement and community education programs.

5. No Compensation. This conveyance is made without expectation of payment or other consideration. The transfer is a charitable contribution for the benefit of the public.

6. Transfer of Title and Liability. Title to the school bus shall be transferred to the Library System upon execution of this Agreement and delivery of the bus. The Library System assumes all responsibility for registration, licensing, insurance, maintenance, and use of the vehicle following the transfer. The School District shall have no liability or obligation related to the vehicle after the date of transfer.

7. Hold Harmless and Indemnification. The Library System agrees to indemnify, defend, and hold harmless the School District, its officers, employees, and agents from any and all claims, demands, liabilities, damages, or expenses arising out of the possession, use, operation, or condition of the vehicle after the date of transfer.

8. Miscellaneous.
   a. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Venue for any litigation arising out of this Interlocal Agreement shall be in the courts of Rutherford County Tennessee
   b. Entire Agreement: This document contains the entire agreement between the parties and supersedes all prior understandings or agreements.
   c. Severability: Should any provision of this Interlocal Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Interlocal Agreement.
   d. Amendment: Any amendment or modification must be in writing and signed by both parties.

e. No Joint Venture or Financial Obligation. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship. Neither party is obligated to provide funding or assume financial responsibility beyond the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date first written above.

RUTHERFORD COUNTY LIBRARY SYSTEM

Signature

Date

Printed Name

Title

MURFREESBORO CITY SCHOOLS

Bobby N. Duke, III
Director of Schools

Date

Approved as to form:

Lauren Bush, Assistant City Attorney

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Genesis Academy- Agreement for 2025-2026 School Year

Board Meeting Date: May 13, 2025

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Pursuant to Board Policy 2.808, MCS recommends the acceptance of the Genesis Academy agreement for the 2025-2026 school year. The district recommends continuing services with Genesis Academy to support students whose IEP teams have determined a more restrictive setting is needed. Genesis provides specialized instruction and therapeutic supports aligned with students' individual needs and IDEA requirements.

Staff Recommendation
Approve agreement with Genesis Academy for 2025-2026 School Year

Fiscal Impact
The contract is funded out of the general-purpose budget based on the number of students served at Genesis Academy.

Education Services - $300.00 per day/per student
One-on-One Services - $385.00 per day/per student
Extended School Year Services - $250.00 per half day/per student
Extended School Year One-on-One Service - $250.00 per half day/per student

Connection to MCS's Five-Year Strategic Plan

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☒ **Empowered**: Every student will be *empowered* through academic success

2025-2026 SCHOOL YEAR
GENESIS LEARNING CENTERS
AND
MURFREESBORO CITY SCHOOLS

This contract agreement between Murfreesboro City Schools at 2552 South Church Street, Murfreesboro, TN 37127, herein termed "The District", and Genesis Learning Centers (GLC) with its primary office at 430 Allied Drive, Nashville, TN 37211, DBA as "The Academy", is made effective on July 1, 2025, and shall continue until June 30, 2026.

This agreement is for the provision of educational and therapeutic day school services for students with disabilities requiring exceptionally specialized and individualized intervention to meet his/her social, emotional, behavioral, communication, and academic needs.

This agreement should be deemed to have been made, executed, and delivered in accordance with all applicable laws. The Chancery Court and/or the Circuit Court of Davidson County shall have exclusive and concurrent jurisdiction of any disputes that may arise.

WITNESSETH

- Whereas, in accordance with Tennessee Annotated Code (TCA) 49-10-102, 103, 107, 305, 701 and Tennessee State Board Rule 0520-01-09 provides that, The District may enter into contractual agreements with a nonpublic school for the provision of specialized education services for students with disabilities whose Individualized Education Program (IEP) team determines the student requires the most restrictive placement in a separate educational setting to serve as his/her Least Restrictive Environment;
- Whereas, The District, to provide the comprehensive continuum of special education and related services, finds it necessary to acquire the services of an appropriately licensed nonpublic school;
- Whereas The Academy, a nonpublic school, is approved by the Tennessee Department of Education to serve students whose IEP requires placement outside of his/her District by providing the required educational and clinical services for implementation of the special education and related services outlined in the IEP; and
- Therefore, The District and The Academy agree to full execution of this contractual agreement to provide the services outlined below.

SCOPE OF SERVICES

Purpose

1. This contractual agreement establishes the provision of educational and related services in a therapeutic day school for eligible special education students with social, emotional, behavioral, communication, and academic needs requiring placement in a separate educational setting.
2. The goal of the therapeutic day school is to provide individualized services that will assist students in meeting established IEP goals and benchmarks.

Placement

1. Student placement shall not be initiated, changed, terminated, or continued, including from one school year to the next without an IEP meeting for the student that includes his/her parent(s)/guardian(s) and designated representatives from The District and The Academy.

Program Requirements

1. The Academy will be approved by the Tennessee Department of Education as a Category 1 Nonpublic School pursuant to the requirements of the Tennessee State Board Rule 0520-07-02.
2. The Academy's calendar shall reflect a school year comprised of one hundred eight days (180).
    a. The student's IEP may outline a modified schedule reflecting a reduced number of days for required attendance.
    b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
3. The Academy's school day will consist of a minimum of seven (7) hours per day.
    a. The student's IEP may outline a modified schedule reflecting a reduced number of hours for required attendance each day/week.
    b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
    c. The hours of service provided shall not exceed the time allowed in the student's IEP without the written approval by The District.
4. The Academy will provide the special education and related services required by the IEP for each student enrolled. The physical learning environment will be considered appropriate and conducive for learning. The staff, equipment, and instructional materials and supplies necessary for implementation of the IEP will be provided by GLC.
5. Educational curriculum will meet the Tennessee Department of Education requirements.
6. The Academy will provide a nutritious breakfast and lunch for each student each day.
7. GLC will provide Extended School Year (ESY) services for students if identified as a requirement by his/her IEP team and listed as a service within the document.
8. The programs and services provided by The Academy shall comply with all relevant Federal and State laws and regulations, including those identified by the Tennessee Department of Education.
9. Representatives of The District may inspect the facility, observe the program, confer with The Academy staff to ensure compliance with Federal and State rules and regulations.
    a. Inspections and observations must be scheduled in advance and occur at a time reasonable to both parties.

IEP Development

1. Designated IEP team members from The District and The Academy will work together to develop a compliant IEP that meets the requirements of Federal and State Law and designed to meet the unique needs of each student enrolled in the school.
2. Procedural Safeguards
    a. The District and The Academy shall ensure that all rights and privileges afforded to students with disabilities through the Individuals with Disabilities Education Act (IDEA), will be available for students enrolled at The Academy, including but not limited to prior written notice, parental consent, due process procedures, independent educational evaluation, right to participate, right to examine educational records, and confidentiality of information.
3. At the annual IEP meeting, the team will review data, evaluate progress and discuss goals and benchmarks that may help facilitate transition to a less restrictive setting, when determined to be the appropriate next step for the student.
4. No components of the student's program or the IEP may be changed or terminated without agreement by the members of the IEP Team and within the context of an IEP meeting to include The District and The Academy.
5. The IEP and any associated compliance documentation required by the Tennessee Department of Education is developed by The Academy on the software program maintained by the district. The District is responsible for providing the Academy staff members with electronic access to the software program for students enrolled with GLC.
6. A draft IEP will be made available to the district and parent/guardian for review at least 48 hours prior to the meeting. The IEP will include the following information:
    a. Statement of present level of academic achievement and functional performance for each core deficit area, including how the student's disability adversely impacts involvement and progress in the general education curriculum;
    b. Statement of measurable annual goals and benchmarks describing the educational performance to be achieved by the end of the IEP;
    c. Statement of special education and related services and supplementary aids and services provided to or on behalf of the student;
    d. Statement of program modifications or supports for the student to:
        - Advance appropriately toward attaining the annual goals;
        - Be involved in and progress in the general curriculum and participate in extracurricular and nonacademic activities; and
        - Be educated and participate with other children with disabilities and nondisabled peers in education and nonacademic activities;
    e. Consideration of any special factors and needs, including a statement regarding the extent, if any, to which the student will participate with non-disabled peers in the general curriculum, extracurricular, and nonacademic activities;
    f. Description of the individualized accommodations and modifications;
    g. Statement outlining assessment details, including accommodations and type of assessment, required for State or district-wide assessments. If the IEP team determines the student will not participate in any standardized assessment, the IEP must indicate:
        - Why the assessment is not appropriate for the student; and
        - How the student will be alternately assessed;

h. Projected date for beginning services identified by the IEP;
i. Statement describing the special education, related services, and supplementary aids provided to the student or on behalf of the student frequency, location, and duration of the educational and related services;
j. Identification of individuals or service providers responsible for providing each specific service;
k. Statement of how the student's progress toward the annual goals will be measured;
l. Statement of how the student's parents will be regularly informed of the child's progress toward the annual goals and the extent to which the progress is sufficient to enable the child to achieve the goals by the end of the IEP period;
m. Functional behavior assessment and behavior intervention plan;
n. Data related to ESY services;
o. Transportation services; and
p. Post-secondary transition services for students turning 14 ½ during the life of the IEP.

7. The Academy will provide a progress report at minimum on a quarterly basis, unless otherwise requested by the district. The report will detail the student's progress towards attaining the short-term objectives and annual goals and be submitted to both the district and the parent/guardian for review.

RECORDS, REPORTING, AND CONFIDENTIALITY

Student Records

1. In accordance with all federal and state laws, The District will provide The Academy's School Leadership Team with access to any relevant records and information for each student enrolled, as necessary for the provision of services.
2. All student records provided to The Academy and GLC will remain property of The District.

Reporting

1. The Academy shall report to The District any concerns related to implementation of the IEP, interfering and disruptive behaviors not listed or not adequately addressed in the current BIP, or lack of progress towards academic and/or behavioral goals and benchmarks.
2. Together, The District and The Academy will develop a plan to resolve the identified concerns.
3. The Academy will send reports specifying the services provided and the progress of each student towards achieving goals and benchmarks.
   a. The reports will be submitted during every report card period in which the student receives services.
   b. Should The District require more frequents report, The Academy and GLC require advance notification. If a new timeline is identified and agreed upon, the information will be integrated into the established contract.
4. Weekly attendance for each student enrolled at The Academy will be sent to The District's identified designee.
   a. After 5 consecutive absences, whether excused or unexcused, The Academy must notify The District so the appropriate truancy procedures may be initiated. Each time an additional 5 consecutive days of absences are accrued, The District will be notified.

b. The District's attendance and truancy policies and procedures apply to each student enrolled at The Academy.

5. GLC will submit an attendance report at the end of each month for students enrolled at The Academy listing when the student is in attendance.
6. The Academy will report each use of restraint or isolation to the district and comply with the parental notification requirements.
   a. The Academy must notify The District within 24 hours following an occurrence of any incident of restraint, isolation, injury, etc. The Academy will provide any State-Required written documentation to The District within 48 hours following the incident.
   b. The Academy must notify the student's parent/guardian of the occurrence of any restraint, isolation, injury, etc., on the same day as the incident.

Confidentiality

1. Both parties shall maintain complete confidentiality of all information which relates to or identifies a particular student, including but not limited to name, address, medical treatment or condition, financial status, and/or any other personal information to comply with the applicable state and federal laws.
2. The Academy and GLC will notify all employees, contractors, and other relevant representatives of this requirement and agree to inform The District of any incidences of noncompliance.

Transportation Services – Bus Aides

GLC shall provide bus aides for the purpose of assisting in the transportation of children to and from GLC, at the times and along specific bus route(s) as assigned. Bus aides will provide supervision on the transportation provided by Rutherford County Schools.

1. Each bus aide shall undergo a criminal history check as required by Tennessee Code Annotated 49-5-413. At least one (1) bus aide shall be present on the bus when children are being transported to or from GLC.
2. Each bus aide should assist the driver in maintaining safety, order, and discipline on the school bus. All bus aides will participate in any mandatory training activities offered prior to the start and throughout the school year.
3. GLC shall provide bus aide as assigned to routes for a period of one hundred eighty (180) days. If GLC does not provide a school bus aide for any school day, there shall be deducted from the billing invoice.
4. The District may require the suspension or termination of any bus aide for violation of any federal, state, or local law, rule, regulation of any District policy regarding the health, safety, or welfare of children.

<u>TERMS</u>

Business Functions

1. Neither party may assign any of its rights under the contract without the prior written consent of the other party.

2. In the event The Academy is transferred to another entity, the contract shall be binding for a continuation of the provision of services to the subsequent successor, legal representative, or assignment after GLC.
3. All written and oral materials, documents, pamphlets, handouts, forms, and other information provided by either organization shall be the sole and exclusive property of the party providing the item, whether copyrighted or not.
    a. Items shall not be used or reproduced without prior written approval of the originating party.
    b. No audio or video recording shall take place without the consent of either party.

Default on Services

1. If GLC fails to fulfil its obligations or violates any of the terms of the contractual agreement, the District has the right to terminate the agreement with written notification and withhold payment more than fair compensation for the work completed.
2. If any component of this contractual agreement is deemed invalid or unenforceable to any extent, the remainder of the agreement shall not be affected and is enforceable to the greatest extent permitted by law.

Agreements and Amendments

1. Th contractual agreement between parties supersedes all prior contracts, either oral or written, with respect to the provision of therapeutic day school services.
2. No amendment or variation of the contract is considered valid unless written in the contractual agreement as an addendum and signed by required designees from The Academy and The District.

Federal Discrimination Laws

1. In compliance with federal law, including Title IX of the Education Amendments, Sections 503 and 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and Title VI of the Civil Rights Act, each party agrees that it will not discriminate based on race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status in its administration of its policies, including admission policies, employment, programs, or activities.
2. Any employee advertisement shall state that all qualified applicants will receive consideration for employment without regard to their race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status.

Force Majeure

1. If any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control and/or if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking the provision shall be suspended to the extent necessary.
2. This shall include, without limitation, acts of God, natural disaster, fire, flood, explosion, vandalism, storm, or other similar occurrences including, declarations of outbreak, pandemic, or epidemic, and orders or acts of military or civil authority, or by national emergencies, act of terrorism, riots, wars, strikes, lockouts, and/or work stoppages.

3. The excused party shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

Insurance

1. GLC agrees to obtain and maintain general liability insurance and professional liability insurance and/or professional negligence insurance with policy limits of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate, providing coverage for any and all damages, costs, or expenses arising out of death, physical or mental injury, sickness, disease, or injury to or destruction of property resulting from GLC's performance and implementation of this contractual agreement.
2. Upon request and prior to renewing the contract, GLC will provide proof of insurance to Murfreesboro City Schools' Director of Special Education Services.
3. All premiums will be pre-paid and maintained in full force and effect throughout the duration of this contract, including any extensions or renewals.
4. GLC will provide Worker's Compensation insurance coverage for all internal program employees, as required by law.
5. GLC will provide transportation liability insurance, as required by law.

Termination of Services

1. If either party fails to fulfill the obligations outlined within the contract in the time and manner provided herein, the other party may immediately terminate the contract with written notification. Murfreesboro City Schools' Board of Education will provide just and equitable compensation to GLC for any work completed prior to the termination date. Written notice outlining the cause or causes of termination shall be sent to the other party via email.
2. A thirty (30) day written notice is required to terminate the contract at any time and for any reason prior to the effective date of termination established as part of the contractual agreement (pg. 1).
3. Early termination of the contract will not relieve Murfreesboro City Schools of the obligation for payment of services rendered prior to the effective date of termination.
4. The terminating party may be held liable for any damages sustained if there is breach of contract.
5. If the needs of the District change, resulting in an insufficient number of students in attendance at the Academy, the District has the discretion to terminate the contract with written notification.

Independent Contractor

1. GLC and the District acknowledge each party is hereto independent of the other and shall, under no circumstances be construed as an agent or representative of the other and shall have no liability for the acts or omissions of the other party.
2. GLC is acting as an independent contractor and is retained by Murfreesboro City Schools' Board of Education solely for the provision of the professional services described in the contractual agreement.
3. Neither party, nor any of its employees, agents, or subcontractors shall be deemed to be employees or agents of the other party, and therefore are not entitled to unemployment compensation, workers compensation, or employee benefits by virtue of this contract. Nor should either party be responsible for income tax or other withholding for the other party, its employees or agents.

Media

1. GLC and the District agree each party will not use the other's name, likeness, or logo in any advertising material, press release, publication, or public announcement, including social media without prior written consent and approval.

Telephone

1. GLC will maintain an active telephone number to be used as a primary point of contact. The number will be shared with the appropriate District representatives. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract questions, and/or any other necessary.
2. GLC's Executive and School Leadership teams will monitor this communication channel and be available for emergency purposes using voice messaging after hours for immediate and prompt communication with The District's Special Education Leadership Team.

Notification of Claims

1. Both parties agree to notify the other party as soon as possible in writing of any incident, occurrence, or claim related to the student and arising out of or in connection with the services provided.
2. Members of the GLC Executive and/or Human Resources team will complete an internal investigation, including interviews, observations, video/audio reviews (if applicable), and document reviews.
3. If either the Executive Team or School Leadership Team's determine the incident warrants outside investigation by an external stakeholder, GLC agrees to notify the appropriate entity (e.g., Law Enforcement, Department of Children's Services, Office of Inspector General, etc.).
4. Once notified, the receiving party has the right to investigate the incident, and the notifying party will fully be cooperative in the investigation.

PERSONNEL

Legal Obligations

1. GLC will comply with all applicable federal and state employee laws and regulations.
2. GLC is responsible for all elements related to the employee workforce, including but not limited to responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, including termination.
3. GLC is responsible for preparing and processing payroll for all employees and shall withhold all applicable federal, state, and local employment taxes and payroll insurances, including but not limited to income, social security, unemployment taxes, and workers compensation costs and charges.

Employee Screening

1. All applicants considered for employment are required to supply a fingerprint sample and submit to a criminal history records review. Further, returning employees must agree to additional criminal

history records review every five (5) years. Conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, GLC must receive, review, and approve the results prior to an employee having contact with any students.

2. Any employee convicted of a criminal offense classified as a sexual crime, convicted as a violent sexual offender, or has an open investigation for sexual misconduct as defined in Tennessee Code 40-39-202 may not have contact with any student enrolled in the program or enter the Academy's grounds when any student is present.

Licensing

1. GLC requires any certified staff to have a current license with all relevant approvals provided by the appropriate agency in the State of Tennessee.
2. GLC will maintain and make available to the District, all necessary approvals, licenses, permits, authority to deliver the services set forth within the contractual agreement. Any service provider assigned to fulfill the duties a licensed professional will possess and maintain the required and current licensure and certification in the State of Tennessee, as required by the profession or discipline, including:
    a. GLC staff assigned to serve as a Lead Teacher must have a current Tennessee licensure with an endorsement in special education, pursuant to Tennessee State Board Rule 0520-02-03.
    b. GLC staff assigned to serve as a classroom Teacher must have a current Tennessee educator licensure pursuant to Tennessee State Board Rule 0520-02-03.
    c. Social/emotional and counseling services will be provided by individuals licensed by the Tennessee Board of Healing Arts licensure the Tennessee State Board of Education with an endorsement in a counseling-related area (e.g., school counselor, school psychologist, etc.). Additionally, a social worker may be used to support the social/emotional learning of The Academy's students. Social workers can obtain a license by completing an educator prep program in school social work, applying for a license from the Tennessee Board of Social Workers, or requesting the transfer of a valid out-of-state license.
    d. Behavioral support services will be provided by a Licensed Behavior Analyst issued by the Tennessee Department of Health's Applied Behavior Analyst Licensing Committee.

Training

1. All Academy staff receive annual formal training in the selected crisis management and physical intervention protocol at the beginning of the school year or at the start of employment and an annual refresher course after returning from winter break. The training will focus on the use of positive behavior management techniques, de-escalation, if/when restraint and isolation may be used, and procedures for reporting the use of physical intervention. For the 2025-2026 school year, all GLC programs use Handle with Care (HWC). While GLC has used HWC for over 10 years, it is GLC's prerogative to transition to a new physical intervention program should it be deemed necessary.

FEE SCHEDULE

Description of Services

1. The Academy will provide educational and clinical services, as agreed upon, during the IEP meeting. The Murfreesboro City Schools will pay GLC to serve as an outside, nonpublic school placement to provide intervention and treatment within a therapeutic day school established to meet the exceptional needs of the student(s) placed at The Academy.

Rates

1. All rates will be evaluated annually and adjusted to account for the economic fluctuation associated with the costs required to provide services identified in the contractual agreement, maintain the buildings and infrastructure, and meet the administrative/overhead capacity to support programs.
    a. GLC will distribute new contracts for the upcoming school year on or before April 30.
    b. Contracts will outline changes related to programming, rates, and rules and regulations.
2. The established daily instructional rate for the 25-26 SY is $300 per student per day.
3. Murfreesboro City Schools will pay the direct contracting costs associated with providing related services identified as a required component of the IEP but not included as part of the school's overall programming (e.g., physical therapy, nursing services, etc.). In lieu of this, the District may provide the appropriate clinician from Murfreesboro City Schools to provide the related service(s). Or the District can secure a contract between Murfreesboro City Schools and a qualified vendor to provide the related services outlined by the IEP.
4. When determined by the IEP team that a student requires a one-to-one educational assistant, The District will pay GLC an additional rate of $385 per day per student.
5. When determined by the IEP team that a student requires Extended School Year (ESY) services, The District will pay GLC at the rate of $250 per half day per student. If a one-on-one educational assistant is required, The District will pay an additional $250 per half day per student.
6. The District shall pay for any bus aides assigned to routes at the rate of $60.00 per day.
7. When determined by The District that a student requires homebound educational services in lieu of a traditional instructional setting, GLC can provide a certified and licensed educator for this service separately from the therapeutic day school. The hourly rate is $50 per student per hour. A separate contract is required which details any additional fees for the provision of services.

Invoicing Procedures

1. GLC will prepare and email an invoice, monthly, for any services provided by The Academy for the attention of the Special Education Director for Murfreesboro City Schools' Board of Education.
2. Invoices will include the itemization of services by activity, type, and student. Each invoice must provide the total number, name, school of zone, and grade of students served each month.
3. GLC will invoice Murfreesboro City Schools for all services, including the provision of one-on-one support, per student per day, during any district-facilitated closures and inclement weather, professional development, and parent teacher conference days. A copy of the school's calendar will be emailed to the District, pending approval by the Tennessee Department of Education, on the first administrative workday for the new school year.

4. GLC will invoice Murfreesboro City Schools for up to ten consecutive days for individual student absences, whether excused or unexcused.

a. Justification to bill the district for any more than ten consecutive absences during a given month requires an in-person, virtual, or phone discussion or an email exchange between parties to confirm a reciprocal agreement.
b. GLC will invoice Murfreesboro City Schools' Board of Education for ten consecutive days for individual student absences, whether excused or unexcused.
c. Any student with more than ten absences and for whom Genesis Learning Centers are unable to bill will be dropped from enrollment at the end of the billing cycle. Re-enrollment is possible, assuming the school has space available.

5. All invoices will be delivered via email by the 15th of the month following the last date of service provided in each month.
6. It is the mutual responsibility of GLC and Murfreesboro City Schools' Board of Education to review the document to ensure the appropriateness and accuracy of services, invoice requirements are included, and the GLC-assigned contract number is listed.
7. In the event the District disputes the services documented, the Special Education Director for Murfreesboro City Schools' Board of Education should submit any identified concerns in writing within ten (10) days following issuance of the invoice. Failure to notify GLC within the established time frame will result in the invoice becoming final and should be paid as such.
8. Final invoices for all services provided during the regular school year or during ESY will be submitted to Murfreesboro City Schools' Board of Education by June 30.

Payment

1. Payment is due to GLC within 30 days from the date the invoice is emailed to the attention of the Special Education Director for the District.
2. Beginning July 1, 2024, GLC requests all Districts with access to an Automated Clearing House (ACH) account remit payments in this manner.
3. Please be advised, a payment is considered "late" if it is received after the 30th day from initial issuance via email.
    a. Late payments may be subjected to a fee of 1.5% of the month's total invoice per day after the 30th day and will be added as a line item on the following month's invoice.
4. Payment for "disputed" services **is required** within 30 days via ACH, regardless of the status.
    a. Together with the District, GLC will review the identified concern(s).
    b. GLC will either provide data to substantiate the invoice, overturning the disputed claim. Or, GLC will confirm the District's disputed claim and list as a line item a credit on the following month's invoice.

I witness thereof, both parties agree to execute the above-written contract on the date and year listed below, but be effective as of the dates written above.

For the Board of Education

_____	_____
Board of Education Representative	Date
_____	_____
Board of Education Representative	Date
_____	_____
Board of Education Representative	Date

For Genesis Learning Centers

_____	_____
Executive Director	Date

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Agreement for Cook's Direct Nutrition Steamer Purchase

Board Meeting Date: May 13, 2025

Department: Nutrition

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Pursuant to Board Policy 2.808, MCS recommends the acceptance of the Sourcewell agreement for the purchase and installation of Nutrition Steamers at John Pittard Elementary, Northfield Elementary, Salem Elementary, Scales Elementary, Cason Lane Academy, Erma Siegel Elementary, Hobgood Elementary, and Reeves-Rogers Elementary. This agreement will allow the district to procure the equipment through a nationally recognized cooperative purchasing contract, ensuring competitive pricing and compliance with procurement regulations.

Staff Recommendation

Approve Sourcewell Agreement for Cook's Direct Nutrition Steamer Purchase

Fiscal Impact

The total cost of the purchase and installation is $296,395.00, and will be funded through the FY25 district's Nutrition Budget. There will be no impact on fund balance.

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

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Sourcewell

Solicitation Number: RFP #063022

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cook's Direct Inc., 27725 Diehl Road, Warrenville, IL 60555 (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 Commercial Kitchen Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 3, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. 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.

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All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure 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. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- 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 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

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. 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;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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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. 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.

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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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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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:

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- 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

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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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.

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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

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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.

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§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.

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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 an 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.

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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	Cook's Direct Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Teri Teclaw 414DC065542E414...
By: _____	By: _____
Jeremy Schwartz	Teri Teclaw
Title: Chief Procurement Officer	Title: Contracts Manager
Date: 7/29/2022 | 12:56 PM CDT	Date: 8/24/2022 | 2:22 PM CDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 8/24/2022 | 2:48 PM CDT

DocuSign Envelope ID: 4F105A11-BAA8-4030-ABCD-B85CD0B54DC1

RFP 063022 - Commercial Kitchen Equipment with Related Supplies and Services

Vendor Details

Company Name:	Cook's Direct Inc.
Does your company conduct business under any other name? If yes, please state:	Cook's Correctional Kitchen Equipment
Address:	27725 Diehl Rd. Warrenville, IL 60555
Contact:	Teri Teclaw
Email:	tteclaw@cooksdirect.com
Phone:	630-821-0250
Fax:	800-956-6822
HST#:	364131384

Submission Details

Created On:	Tuesday June 21, 2022 21:38:03
Submitted On:	Wednesday June 29, 2022 12:42:33
Submitted By:	Teri Teclaw
Email:	tteclaw@cooksdirect.com
Transaction #:	b77ae12d-2c07-46c3-b01f-d2e9d6c33503
Submitter's IP Address:	96.84.107.33

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")	Cook's Direct Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Cook's Correctional Kitchen Equipment	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code:1UYMS Federal ID: 36-4131384	*
5	Proposer Physical Address:	27725 Diehl Road, Warrenville, IL 60555	*
6	Proposer website address (or addresses):	www.cooksdirect.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):	Teri Teclaw, Contracts Manager 27725 Diehl Road, Warrenville IL 60555 Email: tteclaw@cooksdirect.com Phone: 800-956-5571 Ext 127 OR 630-821-0250	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Teri Teclaw, Contracts Manager 27725 Diehl Road, Warrenville IL 60555 Email: tteclaw@cooksdirect.com Phone: 800-956-5571 Ext 127 OR 630-821-0250	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	See Attachment	

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.	See Attachment	*
11	What are your company's expectations in the event of an award?	See Attachment	*
12	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.	See Attachment	*
13	What is your US market share for the solutions that you are proposing?	US Market share of 25% in Government/Corrections Sector	*
14	What is your Canadian market share for the solutions that you are proposing?	0%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Our company has never petitioned for bankruptcy	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	See Attachment	*
17	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.	See Attachment	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Good Design Award 2021: MyGo Containers Sustainability Award Supply and Equipment Food Alliance: 2020 High Achiever Award	*
20	What percentage of your sales are to the governmental sector in the past three years	35% of total Cook's Sales during last 3 Years	*
21	What percentage of your sales are to the education sector in the past three years	5% of total Cook's Sales during last 3 Years	*
22	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?	See Attached	*
23	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?	Cook's does not hold any GSA contracts	*

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 *	
SCI Coal Township DOC 1 Kelley Drive Coal Township, PA 17866	Rob Kelley Correctional Food Service Manager robekelley@pa.gov	570-644-7890	*
South Woods State Prison 215 South Burlington Road Bridgeton, NJ 08302	Giancarlo Marcucci Food Service Supervisor Giancarlo.Marcucci@doc.nj.gov	856-45-7000 Ext 8124 OR 8113	*
Jessup Correctional Institution 7800 House of Correction Rd. Jessup, MD 20794	India D. White Correctional Dietary Manager india.white@maryland.gov	410-799-6100 Ext. 2878	*

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 *	
State of Missouri	Government	Missouri - MO	Four state contracts with the State of Missouri to supply government facilities with heavy duty kitchen equipment and small wares.	Equipment for State: $5000-$80,000 per order Smallwares for State: $200-$2500	Approximately $4,900,000	*
State of Oklahoma	Government	Oklahoma - OK	State contract with the State of Oklahoma to supply government facilities with heavy duty kitchen equipment.	Equipment for State: $2500-$60,000 per order	Approximately $3,250,000	*
State of North Carolina	Government	North Carolina - NC	Two state contracts with the State of North Carolina to supply government facilities with heavy duty kitchen equipment and trays.	Equipment for State: $1500-$80,000 per order	Approximately $1,171,000	*
State of Pennsylvania	Government	Pennsylvania - PA	Two state contracts with the State of Pennsylvania to supply government facilities with heavy duty kitchen equipment and Cook's Brand smallwares.	Equipment for State: $2800-$80,000 per order Smallwares for State: $500-$10,000	Approximately $1,001,500	*
State of Florida	Government	Florida - FL	State contract with the State of Florida to supply government facilities with heavy duty kitchen equipment.	Equipment for State: $3000-$25,0000	Started in February 2022 Approximately $650,000 to date.	*

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.	See Attached	*
27	Dealer network or other distribution methods.	Cook's is an authorized dealer for over 100 heavy duty kitchen equipment and small ware manufacturers. We supply and deliver to all 50 states in the US.	*
28	Service force.	If contract users require warranty, maintenance or repair services for commercial food service equipment ordered on contract, Cook's dedicated support representative will coordinate between the participating agency and the local authorized manufacturer service agent for such services. Cook's will follow up with service agent to ensure service has been performed and invoiced properly between agency and service agent.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Cook's will accept orders directly by mail, phone, fax, email and online from the ordering agency via purchase order, or through the use of the state procurement card.	*
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.	Cook's Customer Service Team will be available Monday thru Friday 8AM-5PM Central Standard Time. They will assist with any product, warranty or delivery issues with products purchased from the Sourcewell Contract. They will respond within two business days. Cook's Direct phone message system is available 24 hours a day 7 days a week to leave messages which can be viewed by email to handle any issues outside of normal business hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cook's will supply and deliver heavy duty kitchen equipment and small wares to participating entities within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cook's does not have the ability to service Canada on contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Cook's will service most geographic areas of the United States. Some remote areas may not have logistic services available or have restricted delivery times. In this situation, Cook's will communicate at the time of the quote or order placement for alternate delivery or pickup options.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Cook's may already supply some Sourcewell participating agencies on another state or county contract or through the current Buyboard coop contract. If this is the case, Cook's will allow the participating agency the option to choose which contract is most beneficial to order from.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cook's may apply additional freight charges depending on the logistics required to deliver to Hawaii or Alaska agencies. This will be quoted to the participating agency at the time of the quote or order.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	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.	See Attachment	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cook's will market all available websites and social media platforms to the Sourcewell participants. This includes the Cook's Direct website, instagram and facebook platforms.	*
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?	Cook's will utilize the Sourcewell participant list to promote contract participation. They will email promotional contract flyers and the Sales Team will provide phone support calls. If Sourewell has other promotion suggestions, Cook's Marketing Manager will communicate with Sourcewell for ideas.	*
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.	Cook's can provide a dedicated Sourcewell e-procurement website portal for contract price groups and ordering. Currently, the State of Missouri and Oklahoma have dedicated or integrated websites showing MSRP price, discount, and net contract price with all the products offered on contract. The states are able to login into their portal to see their contract product options and price and place contract orders by PO or using an E-Card.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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.	Upon request, the dedicated Sales Support representative will provide coordination between the local authorized manufacturer service agents and participating agencies for equipment operation training or maintenance.. This service will be provided when the manufacturer offers a start-up training option on the equipment purchased by the state agency. If start-up/training is not an option the Manufacturer offers, training may be coordinated with a manufacturing representative available in the State of the participating agency. Service agents and manufacturer representatives will provide professional expert training in the field. Service agent will provide a quote for the services requested and customer can order direct from the service agent or through Cook's.	*
41	Describe any technological advances that your proposed products or services offer.	Cook's Direct is an innovative company with products specifically designed to solve unique customer equipment requirements. We have quarterly meetings to discuss innovative solutions for problems discussed with our customer base. Based on our innovative team meetings, we design and manufacture the exclusive 'Cook's Brand' line and as a sole source provider. This includes safety products, portion control, storage, meal serving and many more. See Sole source letter attachment.	*
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.	Cook's has designed a My-Go food container as an alternative to disposable carry-outs for universities. Designed to replace Styrofoam and paper disposable products, this line of to-go containers can be utilized for a variety of menu items. Switching to a reusable container reduces dependence on single use products reducing waste and expenses. See attached flyer.	*
43	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.	Cook's offers many Energy Star Rated Products for Institutions. Some states offer rebates to the end user if they purchase energy star rated products. They can find if their state offers this rebate to their institution by going to the website https://www.energystar.gov/rebate-finder.	*
44	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.	Cook's does not have any WMBE or SBE certifications. Cook's does partner with Veteran Owned California Veteran Supply to supply California State Facilities.	*
45	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?	Cook's provides expert product knowledge for heavy duty kitchen equipment with a team on hand to provide specific solutions for it's customers. Several team members are CFSP certified. (Certified Food Service Professional). They can answer questions on the spot within 24 hours. We specialize in high security kitchen solutions for corrections and also high volume operations such as universities.	*

Table 9: 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 *	
46	Do your warranties cover all products, parts, and labor?	Cook's offers the standard manufacturer warranty for products, parts and labor. Each manufacturer warranty is specific to their products. Most equipment Cook's supplies comes with a manufacturer warranty. Cook's can provide the full warranty description document to the customer upon request and will be delivered along with the owners manual upon delivery. Customers have an option to purchase an extended warranty if the manufacturer offers one.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties cover repairs due to manufacturing defect under normal wear and tear operation. Upon inspection of equipment by a manufacturer authorized service agent, if an issue is determined to be from abuse, maintenance neglect, improper installation by an outside party(not authorized manufacturer service agent) or improper use of the equipment, the warranty coverage may not apply.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties include technicians travel time and mileage if the standard manufacturer warranty includes it.	*
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?	Cook's will service most geographic areas of the United States. Some remote areas may not have local authorized service agents available or have restricted repair/travel hours. If this is the case, Cook's will communicate the solutions the manufacturer may provide in repair, parts or replacement.	*
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?	Warranty issues are passed on to the original equipment manufacturer.	*
51	What are your proposed exchange and return programs and policies?	See Attached.	*
52	Describe any service contract options for the items included in your proposal.	Cook's does not provide service contracts. We can provide the contact information of the local authorized manufacturer service agent. The participating agency can contact the local agent to see if they have a service contract available for the model purchased.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cook's Terms are Net 30. We accept payment by check, credit card, agency e-card, P-card or EFT transfer.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Cook's does not offer leasing programs.	*
55	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.	Cook's can email an an order form for the customer to fill out or they can use their own generated purchase order. We will take orders by phone, fax, email or online orders. For orders of $1000 or more a written purchase order will be required. Cook's provides standard quotes, invoices, custom orders, and order confirmations. See attached examples.	*
56	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?	Cook's does accept P-Card. There is a 3% transaction fee on any credit card charge greater than $1000.00	*

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 *	
57	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.	Cook's pricing model is a discount percentage off of manufacturer MSRP(manufacturer suggested list price).	*
58	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.	Cook's will provide one MSRP discount percentage per manufacturer. Example: Vulcan 50% Discount, F.W.E. 40% discount(examples only, not real discount). Cooks shows the MSRP price with discount percentage so customers can calculate the Sourcewell final price. MSRP List price with the discount percentage is provided on the attached price spreadsheet.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Cook's does not provide a set volume discount, but participating agencies can contact the designated contract sales representative to negotiate price if it is a higher volume.	*
60	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.	If customer needs specific accessories added to a base unit model. For example, prison package, casters, stand, etc. Customer will need to contact the designated contract sales representative to have this cost added to the base model at the same discount percentage. Some accessories are Net pricing such as extended warranties. Net pricing will be quoted case by case.	*
61	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.	Pricing not included in the contract cost are pre-delivery inspection, inside delivery, uncrate and set in place, set up, installation, training, or final inspection. If requested, Cook's will coordinate with a local authorized manufacturer service agent to provide this service and price quote to the participating agency. Some manufacturers include set up and training in their pricing and Cook's will state this in the contract quote and pass thru to the customer. Extended warranties are typically an additional cost. Any terms or pricing not explicitly stated in the contract quote request are not included.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Cook's will quote additional shipping or freight costs in the contract quote. This will include delivery to a dock or door with liftgate service if needed. This does not include inside delivery, uncrate or set in place. Cook's can add inside delivery and set in place for an additional fee. If manufacturer offers free freight to a dock, Cook's will pass this along to the customer. Freight Bill of Lading must be signed by the receiver.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Cook's does not ship to Canada or offshore countries. We will deliver to Hawaii and Alaska based on logistics and service agents available in the area. This will need to be quoted case to case.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Cook's is located in Warrenville, IL near Chicago IL. If a customer wishes to pick up from the Cook's warehouse located in IL, the designated support representative can coordinate a pick-up appointment. Customer must communicate the type of transportation used for pickup to verify it can transport the weight and dimensions of the equipment ordered.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in this proposal is better than what is offered to individual municipalities, schools or universities. It is the same as other currently held state contracts or buying coops.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	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.	Cook's provides a dedicated sales representative and sales support representative to verify all contract pricing for quotes, orders and invoices has the correct contract price. Cook's will submit a quarterly usage report utilizing a report format that has been successful for other contracts. Upon request, we will provide any participating agency their own usage report utilizing the Sourcewell contract.	*
67	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.	Cook's has an accounting administrative team that tracks each contract's sales and gross profit to ensure contract end users are using it to their best advantage and also beneficial to Cook's contract team. This will track quote requests, quotes awarded percentage, Sales and gross profit of the contract orders.	*
68	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.)	Cook's will pay a 1% administrative fee to Sourcewell which shall apply to all payments received by Cook's Direct for contract orders. This will be paid at the end of each calendar quarter. The total administrative fee will be based off the quarterly usage report. This will be paid no later than the 15th calendar day of the month immediately following the end of the calendar quarter. Cook's will pay by company check and will be identified with the contract number on the check.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	See Attachment	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Cook's does not have any subcategories.	*

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

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Kitchen and foodservice equipment and appliances	(•) Yes ( ) No	Yes, please see attached breadth of products description	*
72	Components, accessories, and parts for the equipment and appliances described in Line 71 above	(•) Yes ( ) No	Cook's will price optional accessories for base unit equipment at same discount percentage. This does not include parts ordered after the initial sale or repair parts.	*
73	Foodservice small wares, tools, dispensers, supplies, and furnishings complementary to an offering of the solutions in Line 71 above	(•) Yes ( ) No	Yes, please see attached breadth of products description	*
74	Services complementary to the acquisition, operation, and upkeep of the solutions described in Lines 71-73 above, including design, installation, removal, disposal, inspection, repair, maintenance, training, and support. However, this solicitation should NOT be construed to include "services only" solutions.	( ) Yes (•) No	Cook's will coordinate with the local authorized manufacturer service agent to provide service quotes for install, removal, disposal, inspection, repair, maintenance, and training. This will be provided directly between the local service agent and participating agency.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
75	Describe your design service offering, if available.	Cook's does offer design services-custom case by case quote. Quotes will need to be negotiated with our Cook's Project Manager for a specific quoted price.	*
76	Describe the installation process and how it is managed from product order to completion.	If contract users require installation of new equipment and/or disposal of old equipment ordered on contract, Cook's dedicated support representative will coordinate between the participating agency and the local authorized manufacturer service agent for such services to provide a quote. Cook's will follow up with service agent to ensure service has been performed and invoiced properly between agency and service agent.	
77	Describe how your company will handle supply issues, product substitutions and special orders products.	Cook's dedicated contract sales representative and sales support representative will communicate any back orders, available equal substitutes and custom items through email and phone calls.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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.”

- Pricing - Table 11 Line 58 Pricing Discount Spreadsheet.xlsx - Wednesday June 29, 2022 11:51:35
- Financial Strength and Stability - Table 2 Line 12 Cooks Financial Statements 2020 2021.pdf - Wednesday June 29, 2022 11:52:51
- Marketing Plan/Samples - Marketing Plan and Samples.zip - Wednesday June 29, 2022 11:57:03
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranties on Offered Lines.zip - Wednesday June 29, 2022 12:28:24
- Standard Transaction Document Samples - Standard Transaction Document Samples.zip - Wednesday June 29, 2022 12:01:28
- Upload Additional Document - Table Extended Answers for (See Attached).zip - Wednesday June 29, 2022 12:06:06

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. - Teri Teclaw, Contracts Manager, Cook's Direct Inc.

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_1_Commercial_ Kitchen_ Eqpt_RFP_063022 Thu June 23 2022 08:54 AM	☑	1

Quote

05/05/2025

Bill To:
Murfreesboro City Schools
Adam Grisz
2552 South Church Street
Murfreesboro, TN 37127
615-225-9352 (Contact)

Ship To:
V3: Murfreesboro City Schools - Steamers (Sourcewell)
locations per line item below

From:
Cook's Direct, Inc.
Mike Ingargiola
2250 75th St
Suite 200
Woodridge, IL 60517
(630) 566-9924

Project Code: 33660V3

Job Reference Number: WB1560969

TARIFF RELATED PRICE INCREASES PENDING

Cleveland: 6% List Price Increase 06/01/2025

(PO/Payment must be submitted 3-5 business days prior to any increase dates to secure pre-increase quoted pricing)

--------REVISION UPDATES--------

04/22/2025 — *revised to eliminate Factory ASA install & removal charges*

04/22/2025 — *revised to add Reeves-Rogers Elementary to project*

04/24/2025 — *revised to remove T&S Gas Hose Kits (included in Cleveland Install Kit)*

04/30/2025 — *Cook's has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to:*
(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire

05/05/2025 — *Customer confirmed install sites for electrical units pre-install surveys to be conducted: Cason Lane Academy (E-1/E-1.2); Erma Siegel (E-2/E-2.2)*

Item	Qty	Description	Sell	Sell Total
G-1		**GAS LOCATION 1** John Pittard Elementary — 745 Dejarnette Ln, Murfreesboro, TN 37130 **2-QTY Natural Gas units requested w/ filtration & start-up**		

Item	Qty	Description	Sell	Sell Total
G-1.2	2 ea	**CONVECTION STEAMER, GAS**	$22,750.84	$45,501.68
		Cleveland Range Model No. 24CGA10.2ES Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, SureCook controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 100,000 BTU total, ENERGY STAR®		
	2 ea	Natural Gas		
	2 ea	(VOS115) 120v/60/1-ph, 2 blowers & controls, 150 watts each (DO NOT connect to GFI outlet)		
	2 ea	K-12 — 3 Year Parts and Labor Warranty		
	2 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	4 ea	3 year Convection Steamer Door Warranty, standard		
	2 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	NOTE Customer has chosen to forgo pre-install site survey for gas unit locations ------		
	2 ea	INSTKITCGA7 Installation Kit for 24CGA10.2ES Gas Series	$1,684.44	$3,368.88
	2 ea	DTV20CLV OPTIONAL — Drain Cooling Kit with 2” Drain for model 24CGA10.2ES (not included in subtotal)	$1,033.57	<Optional>
	2 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) ------		
	2 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	2 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$24,115.89	<Alternate>
			ITEM TOTAL:	**$48.870.56**

Item	Qty	Description	Sell	Sell Total

Item	Qty	Description	Sell	Sell Total
G-2		**GAS LOCATION 2** Northfield Elementary — 550 W Northfield Blvd, Murfreesboro, TN 37129 **2-QTY Natural Gas units requested w/ filtration & start-up**		

Item	Qty	Description	Sell	Sell Total
G-2.2	2 ea	**CONVECTION STEAMER, GAS**	$22,750.84	$45,501.68
		Cleveland Range Model No. 24CGA10.2ES Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, SureCook controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 100,000 BTU total, ENERGY STAR®		
	2 ea	Natural Gas		
	2 ea	(VOS115) 120v/60/1-ph, 2 blowers & controls, 150 watts each (DO NOT connect to GFI outlet)		
	2 ea	K-12 — 3 Year Parts and Labor Warranty		
	2 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	4 ea	3 year Convection Steamer Door Warranty, standard		
	2 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	NOTE Customer has chosen to forgo pre-install site survey for gas unit locations ------		
	2 ea	INSTKITCGA7 Installation Kit for 24CGA10.2ES Gas Series	$1,684.44	$3,368.88
	2 ea	DTV20CLV OPTIONAL — Drain Cooling Kit with 2” Drain for model 24CGA10.2ES (not included in subtotal)	$1,033.57	<Optional>
	2 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) ------		
	2 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	2 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$24,115.89	<Alternate>
			ITEM TOTAL:	**$48.870.56**

Item	Qty	Description	Sell	Sell Total

Item	Qty	Description	Sell	Sell Total
G-3		**GAS LOCATION 3** Salem Elementary — 3400 St Bernard Wy, Murfreesboro, TN 37128 **2-QTY Natural Gas units requested w/ filtration & start-up**		

Item	Qty	Description	Sell	Sell Total
G-3.2	2 ea	**CONVECTION STEAMER, GAS**	$22,750.84	$45,501.68
		Cleveland Range Model No. 24CGA10.2ES Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, SureCook controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 100,000 BTU total, ENERGY STAR®		
	2 ea	Natural Gas		
	2 ea	(VOS115) 120v/60/1-ph, 2 blowers & controls, 150 watts each (DO NOT connect to GFI outlet)		
	2 ea	K-12 — 3 Year Parts and Labor Warranty		
	2 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	4 ea	3 year Convection Steamer Door Warranty, standard		
	2 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	NOTE Customer has chosen to forgo pre-install site survey for gas unit locations ------		
	2 ea	INSTKITCGA7 Installation Kit for 24CGA10.2ES Gas Series	$1,684.44	$3,368.88
	2 ea	DTV20CLV OPTIONAL — Drain Cooling Kit with 2” Drain for model 24CGA10.2ES (not included in subtotal)	$1,033.57	<Optional>
	2 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) ------		
	2 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	2 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$24,115.89	<Alternate>
			ITEM TOTAL:	**$48.870.56**

Item	Qty	Description	Sell	Sell Total

Item	Qty	Description	Sell	Sell Total
G-4		**GAS LOCATION 4** Scales Elementary — 2340 St Andrews Dr, Murfreesboro, TN 37128 **1-QTY Natural Gas units requested w/ filtration & start-up**		

Item	Qty	Description	Sell	Sell Total
G-4.2	1 ea	**CONVECTION STEAMER, GAS**	$22,750.84	$22,750.84
		Cleveland Range Model No. 24CGA10.2ES Steamcraft® Gemini™ 10 Convection Steamer, pressureless, gas, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, SureCook controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, 1 standard treated & tap water connection, stainless steel construction, 6" adjustable legs with flanged feet, 100,000 BTU total, ENERGY STAR®		
	1 ea	Natural Gas		
	1 ea	(VOS115) 120v/60/1-ph, 2 blowers & controls, 150 watts each (DO NOT connect to GFI outlet)		
	1 ea	K-12 — 3 Year Parts and Labor Warranty		
	1 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	2 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	NOTE Customer has chosen to forgo pre-install site survey for gas unit locations ------		
	1 ea	INSTKITCGA7 Installation Kit for 24CGA10.2ES Gas Series	$1,684.44	$1,684.44
	2 ea	DTV20CLV OPTIONAL — Drain Cooling Kit with 2” Drain for model 24CGA10.2ES (not included in subtotal)	$1,033.57	<Optional>
	1 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) ------		
	1 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	1 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$24,115.89	<Alternate>
			ITEM TOTAL:	**$24.435.28**

Item	Qty	Description	Sell	Sell Total

Item	Qty	Description	Sell	Sell Total
E-1		**ELECTRIC LOCATION 1** Cason Lane Academy — 1330 Cason Ln, Murfreesboro, TN 37128 **1-QTY Electric unit requested w/ filtration & start-up**		
E-1.2	1 ea	**CONVECTION STEAMER, ELECTRIC** Cleveland Range Model No. 24CEA10.2 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	$19,242.20	$19,242.20
	1 ea	(VOS1) 208v/60/3-ph, 91.7 amps, 32.6kW, 3-wire, standard		
	1 ea	(VOS1) 240v/60/3-ph, 79.5 amps, 32.6kW, 3-wire — no charge for upgrade		<Alternate>
	1 ea	(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire — charge for upgrade ($453.53 per unit)	$453.53	<Alternate>
	1 ea	K-12 — 3 Year Parts and Labor Warranty		
	1 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	2 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	11000116000 Pre-installation site survey (Note: Pricing based on 100 mile round trip, additional charges may apply)	$311.00	$311.00
	1 ea	NOTE Pre-installation site survey (Note: One required per location) ------		
	1 ea	NOTE A site survey must be completed before equipment will be released for shipment. This ensures that the correct equipment arrives on location based on readiness and location of utilities, drain, and transportation constraints such as doorway dimensions ------ **Cook's Direct has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to:** ****(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire**** **------**		
	1 ea	INSKITCET4 Installation Kit for 24CEA10.2 Electric Series	$1,545.56	$1,545.56
	1 ea	DTV15CLV OPTIONAL — Drain Cooling Kit with 1-1/2” Drain for 24CEA10.2 (not included in subtotal)	$1,033.57	<Optional>
	1 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included) ------		

Item	Qty	Description	Sell	Sell Total
	1 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	1 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$20,396.73	<Alternate>
			ITEM TOTAL:	**$21,098.76**

Item	Qty	Description	Sell	Sell Total
E-2		**ELECTRIC LOCATION 2** Erma Siegel Elementary — 135 W Thompson Ln, Murfreesboro, TN 37129 **2-QTY Electric units requested w/ filtration & start-up**		
E-2.2	2 ea	**CONVECTION STEAMER, ELECTRIC** Cleveland Range Model No. 24CEA10.2 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	$19,242.20	$38,484.40
	2 ea	(VOS1) 208v/60/3-ph, 91.7 amps, 32.6kW, 3-wire, standard		
	2 ea	(VOS1) 240v/60/3-ph, 79.5 amps, 32.6kW, 3-wire — no charge for upgrade		<Alternate>
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire — charge for upgrade ($453.53 per unit)	$453.53	<Alternate>
	2 ea	K-12 — 3 Year Parts and Labor Warranty		
	2 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	4 ea	3 year Convection Steamer Door Warranty, standard		
	2 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	11000116000 Pre-installation site survey (Note: Pricing based on 100 mile round trip, additional charges may apply)	$311.00	$311.00
	1 ea	NOTE Pre-installation site survey (Note: One required per location) ------		
	2 ea	NOTE A site survey must be completed before equipment will be released for shipment. This ensures that the correct equipment arrives on location based on readiness and location of utilities, drain, and transportation constraints such as doorway dimensions ------ **Cook's Direct has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to:** ****(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire**** **------**		
	2 ea	INSKITCET4 Installation Kit for 24CEA10.2 Electric Series	$1,545.56	$3,091.12
	2 ea	DTV15CLV OPTIONAL — Drain Cooling Kit with 1-1/2” Drain for 24CEA10.2 (not included in subtotal)	$1,033.57	<Optional>
	2 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included)		

Item	Qty	Description	Sell	Sell Total
		------		
	2 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	2 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$20,396.73	<Alternate>
			ITEM TOTAL:	**$41,886.52**

Item	Qty	Description	Sell	Sell Total
E-3		**ELECTRIC LOCATION 3** Hobgood Elementary — 307 S Baird Ln, Murfreesboro, TN 37130 **1-QTY Electric unit requested w/ filtration & start-up**		
E-3.2	1 ea	**CONVECTION STEAMER, ELECTRIC** Cleveland Range Model No. 24CEA10.2 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	$19,242.20	$19,242.20
	1 ea	(VOS1) 208v/60/3-ph, 91.7 amps, 32.6kW, 3-wire, standard		
	1 ea	(VOS1) 240v/60/3-ph, 79.5 amps, 32.6kW, 3-wire — no charge for upgrade		<Alternate>
	1 ea	(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire — charge for upgrade ($453.53 per unit)	$453.53	<Alternate>
	1 ea	K-12 — 3 Year Parts and Labor Warranty		
	1 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	2 ea	3 year Convection Steamer Door Warranty, standard		
	1 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	11000116000 OPTIONAL — Pre-installation site survey (Note: Pricing based on 100 mile round trip, additional charges may apply) - not included in subtotal	$311.00	<Optional>
	1 ea	NOTE OPTIONAL — Pre-installation site survey (Note: One required per location) - not included in subtotal ------		<Optional>
	1 ea	NOTE A site survey must be completed before equipment will be released for shipment. This ensures that the correct equipment arrives on location based on readiness and location of utilities, drain, and transportation constraints such as doorway dimensions ------		<Optional>
		Cook's Direct has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to: ****(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire**** **------**		<Optional>
	1 ea	INSKITCET4 Installation Kit for 24CEA10.2 Electric Series	$1,545.56	$1,545.56
	1 ea	DTV15CLV OPTIONAL — Drain Cooling Kit with 1-1/2” Drain for 24CEA10.2 (not included in subtotal)	$1,033.57	<Optional>
	1 ea	NOTE Performance start-up included at customer request after equipment is installed (Free Water Quality Check included)		

Item	Qty	Description	Sell	Sell Total
		------		
	1 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** **------** **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** **------** **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** **------**		
	1 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$20,396.73	<Alternate>
			ITEM TOTAL:	**$20,787.76**

Item	Qty	Description	Sell	Sell Total
E-4		**ELECTRIC LOCATION 2** Reeves-Rogers Elementary — 1807 Greenland Dr, Murfreesboro, TN 37130 **2-QTY Electric units requested w/ filtration & start-up**		
E-4.2	2 ea	**CONVECTION STEAMER, ELECTRIC** Cleveland Range Model No. 24CEA10.2 Steamcraft® Gemini™ 10 Pressureless Steamer, electric, 2 compartments with individual generators, (5) 12 x 20 x 2-1/2 pans/compartment capacity, manual controls, easyTimer 90-minute timer with dial and LED digital readout in minutes and seconds, includes SureCook load compensating thermostat, manual cooking mode and descale indicator, left-hand hinged door, controls on right, steam shut-off switch, stainless steel construction, 6" stainless steel legs	$19,242.20	$38,484.40
	2 ea	(VOS1) 208v/60/3-ph, 91.7 amps, 32.6kW, 3-wire, standard		
	2 ea	(VOS1) 240v/60/3-ph, 79.5 amps, 32.6kW, 3-wire — no charge for upgrade		<Alternate>
	2 ea	(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire — charge for upgrade ($453.53 per unit)	$453.53	<Alternate>
	2 ea	K-12 — 3 Year Parts and Labor Warranty		
	2 ea	K-12 — 5 Year Prorated Boiler & Generator Warranty		
	4 ea	3 year Convection Steamer Door Warranty, standard		
	2 ea	K-12 — 1 Year Door Gasket Warranty		
	1 ea	11000116000 OPTIONAL — Pre-installation site survey (Note: Pricing based on 100 mile round trip, additional charges may apply) - not included in subtotal	$311.00	<Optional>
	1 ea	NOTE OPTIONAL — Pre-installation site survey (Note: One required per location) - not included in subtotal ------		<Optional>
	2 ea	NOTE A site survey must be completed before equipment will be released for shipment. This ensures that the correct equipment arrives on location based on readiness and location of utilities, drain, and transportation constraints such as doorway dimensions ------		<Optional>
		Cook's Direct has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to: ****(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire**** **------**		<Optional>
	2 ea	INSKITCET4 Installation Kit for 24CEA10.2 Electric Series	$1,545.56	$3,091.12
	2 ea	DTV15CLV OPTIONAL — Drain Cooling Kit with 1-1/2” Drain for 24CEA10.2 (not included in subtotal)	$1,033.57	<Optional>
	2 ea	NOTE Performance start-up included at customer request after		

Item	Qty	Description	Sell	Sell Total
		equipment is installed (Free Water Quality Check included) ------		
	2 ea	FLT0043 High Hardness water filter, above 170 PPM (QTSX-2PG) **K-12 — Free Water Filter for Gemini 10 Convection Steamers ($672 per High Hardness Water Filter FLT0043)** ------ **CLEVELAND: K-12 FREE FREIGHT — SHIPPING FROM MANUFACTURER TO CUSTOMER; LTL FREIGHT; DOCK-TO-DOCK; FULLY CRATED** ------ **PENDING — ADDITIONAL SHIPPING CHARGES FROM MANUFACTURER TO CUSTOMER; LIFTGATE SERVICE; APPT. SETTING** **TBD PER LOCATION** ------		
	2 ea	NOTE — TARIFF-RELATED PRICE INCREASE— 6% Price Increase Effective 06/01/2025 ------	$20,396.73	<Alternate>
			ITEM TOTAL:	**$41,575.52**

Merchandise	$296,395.52
Freight	
Total	$296,395.52

Prices Good Until: 05/23/2025

****Customer has specified Sourcewell as preferred contract****

Sourcewell Account #10832 / 063022-COK

--------REVISION UPDATES--------

04/22/2025 — *revised to eliminate Factory ASA install & removal charges*
04/22/2025 — *revised to add Reeves-Rogers Elementary to project*
04/24/2025 — *revised to remove T&S Gas Hose Kits (included in Cleveland Install Kit)*
04/30/2025 — *Cook's has offered to pay for the upgrade to proper electrical specs of unit if Customer purchases Pre-Install Site Survey by Cleveland ASA (offered here on quote) and results recommend/require such upgrade to:*
(VOS2) 440-480v/60/3-ph, 39.8 amps, 32.6kW, 3-wire
05/05/2025 — *Customer confirmed install sites for electrical units pre-install surveys to be conducted: Cason Lane Academy (E-1/E-1.2); Erma Siegel (E-2/E-2.2)*

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:
Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:
To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address

Contact Name:

Phone Number:

Receiving Hours:

Receiving Dock Onsite (Y/N):

(If there is no dock onsite, additional fees for lift gate service may apply)

Note: large/oversized items may deliver on a full sized semi truck. If your receiving area cannot accommodate a full sized truck please notify your sales or sales support representative.

Forklift/Pallet Jack Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $296,395.52

Cleveland

Gemini 10 SST

TWIN, INDEPENDENT GAS-FIRED GENERATOR WITH STEAMSAVER™ TECHNOLOGY AND ENERGY STAR APPROVED

Project _____

Item _____

Quantity _____

FCSI Section 11400 _____

Approved _____

Date _____

High Efficiency Generator Style Gas Convection Steamer

Models

- 24CGA10.2ES

ENERGY STAR

Standard Features

- Exclusive SteamSaver™ Technology (SST) is an energy and water saving compartment design that automatically controls steam production based on the type and volume of food being prepared. The Gemini SST with its high efficiency forced air gas generator design allows enough steam to be produced for proper cooking times while minimizing energy use and saving water
- Cooking Capacity for up to ten 12″ x 20″ x 2 1/2″ deep Cafeteria Pans, five each compartment.
- Totally independent cooking compartments, each has its' own generator, gas valve and water level controls - no shared components
- Exclusive High Efficiency Gas Power Burner (forced air) Generator: Produces more steam for faster cooking while lowering operating costs (50,000 BTU's per compartment)
- Easy Access Cleaning Port: Each generator has a deliming port located on the outside, top of the unit
- Generator Steam Standby Mode: Holds generator at a steaming temperature, allows unit to start cooking quickly
- Easytimer with 99 minute Digital Readout in minutes and seconds. Selector Dial with LED Light Descale Indicator. Sure Cook load compensating timer. Manual Constant Steam Mode.
- Exclusive Two-Piece Compartment door: Slammable, self-adjusting door provides and airtight seal, reversable door gasket for extended life
- Exclusive Gemini Drain/Power Control System: Simple, reliable 1/2" ball valve style drain automatically turns power ON/OFF
- Exclusive Brass Steam Jets distribute even-high velocity steam throughout cooking compartment for faster cooking times
- Easy, Front -Access Generator Controls comes with a pullout drawer for simple servicing of unit
- 6″ Stainless Steel Adjustable Legs with Flanged Feet
- Approvals: CSA (formerly AGA), U.L/NSF#4 and Energy Star
- Compartment Steam Shut-Off Switch when compartment door is opened
- Field Reversible Door Hinging

Short Form Specifications

Shall be Cleveland Gemini 10 SST Model 24CGA10.2ES, Two compartment steamer with SteamSaver™ Technology and Energy Star approved, Independent steam generators, 50,000 BTU's input per compartment. "SureCook" electro mechanical timer with load compensating feature. Gas valve and water level control system. Exclusive remote probe-type water level controls. Exclusive Brass "Steam Jet" distribution system. Two-piece free-floating compartment door. Heavy gauge stainless steel cavity-. Pullout service drawer for controls and Gemini Drain/Power Control System.

Options & Accessories

- Dissolve® Descale Solution, 6 one gallon container w/quart markings (106174)
- Water Filters (9797-21 KleenSteam II)
- Propane Gas

KE004046-22

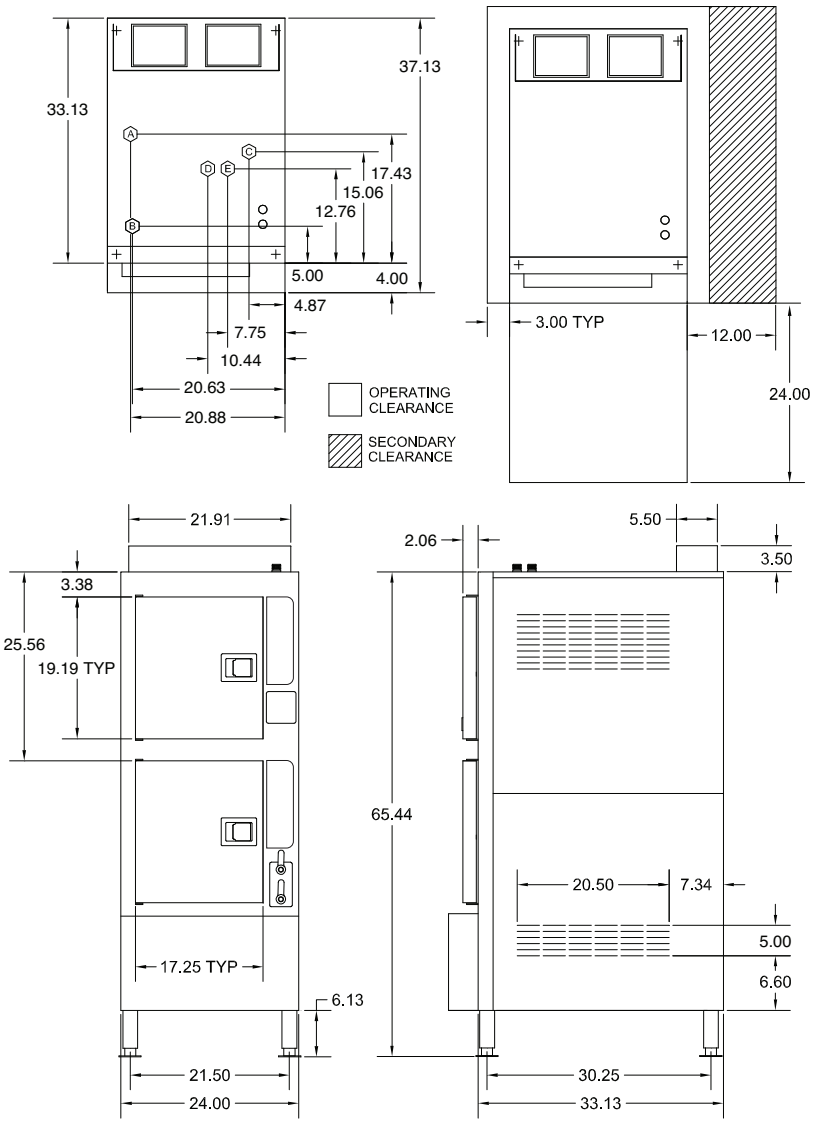
760 Beta Drive, Unit D
Mayfield Village, Ohio 44143

Tel 1.216.481.4900
Fax 1.216.481.3782
Email steam@clevelandrange.com

Timeless Quality, Trusted For Life ®

Cleveland

High Efficiency Generator Style Gas Convection Steamer



COMPARTMENT HAS CAPACITY FOR:

- Five, 12˝ x 20˝ x 21⁄2˝ deep Cafeteria Pans

WATER QUALITY REQUIREMENTS (Boilers, Generators)

TTDS:	50-250 ppm
Hardness:	50 - 200 mm (3 - 12 gpg)
pH value:	7.0 - 8.5
CL (Chloride):	max 50 ppm
Cl2 (free chlorine):	max 0.1 ppm
SiO2 (silica):	max 13 ppm
NH2Cl: (mono-chloramine)	max 0.1 ppm
Total Alkalinity:	50 - 100 ppm

Energy Star Data

(Heavy Load #3 Red Skin Potatoes)

	24CGA10.2ES	24CGA6.2SES
Cooking Time (min)	25.8	3.6
Preheat Energy (btu/kw) h	16,860	15,587
Idle Energy Rate (btu/kw) h	3,711	3,709
Potato Production (lbs/h)	187	122
Cooking Efficiency %	44.7%	39.3%
Energy Consumption (Btu//kW) h	127.9	99.6
Cooking Energy Rate (Btu//kW) h	47,683	37,657

Use the above information to access the Foodservice Technology Center Life-Cycle and Energy Cost Calculator @

http://www.fishnick.com/saveenergy/tools/calculators/

SHIPPING WEIGHTS & DIMENSIONS

Weight	Width	Depth	Height
548 lbs	49”	41”	78”

A GAS			B ELECTRIC	COLD WATER	CLEARANCE	C DRAINAGE
1-1/4" IPS line size, 3/4" connection			115V-1Phase, 60 Hz.	35 PSI minimum	RIGHT = 12.00" for service	**2"** dia. OD Tube
NATURAL	PROPANE	BTU	2 Fans & controls	60 psi maximum	SIDES = 3.00”	
Piping 3/4" NPT	Piping 3/4" NPT	50,000 each	150 watts each	(1) **1/2"** dia. IPS for **D** Condenser	REAR = 3.00”	Do not connect other units to this drain.
Supply pressure	Supply pressure	Generator			FRONT = 24.00”	Drain must be free air vented.
4.50" W.C. Min. 14.00” W.C. Max.	11.00" W.C. Min. 14.00” W.C. Max.	100,000 total		(1) **3/8"** dia. IPS for **E** Generator		Drain plumbing must be able to withstand 140˚F (60˚C).
Manufacturer must be notified if unit will be used above 2,000 feet						The drain must not be located beneath the steamer itself.

NOTES:

**DO NOT CONNECT TO GFI OUTLET. CLEVELAND RANGE RECOMENTS GAS FIRED 120 VOLT STEAMERS BE HARD WIRED DIRECTLY TO ELECTRICAL SYSTEM.
Cleveland Range reserves right of design improvement or modification, as warranted.
Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
Cleveland Range equipment is built to comply with applicable standards for manufacturers. Included among those approval agencies are U.L/NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)

760 Beta Drive, Unit D
Mayfield Village, Ohio 44143

Tel 1.216.481.4900
Fax 1.216.481.3782
Email steam@clevelandrange.com

www.clevelandrange.com

Timeless Quality, Trusted For Life ®

CLEVELAND
A Welbilt Brand

Packing List

CLEVELAND WELBILT GAS STEAMER INSTALL KIT
24CGA10.2ES
WELBILT P/N INSTKITCGA7

NOTE:
Additional mat'l & tools required:
(Not included in this kit)
Solder
Flux
Torch
Hand Tools
Gas Rated Pipe Dope

Always refer to the installation manual for complete installation instructions!

Item		HJK# 24848		Qty
1		24849	2" Rubber Elbow with Clamps	1
2		24138	2" DWV Pipe 24" LONG + - 1/4"	6
3		24139	2" DWV Coupling With Stop	4
4		24141	2" DWV 90 Female X Female	3
5		24258	3/4" Female Hose X 3/4" Male Hose Elbow (For The Water Lines Under Unit)	2
6		24303	3/4" Female X Female Garden Hoses 6' Long (For Incoming Water)	2
7		24823	12/3 Wire x 8' (For Incoming Power)	1
8		24798	12/3 Electrical Metal Pass Through (For Securing The 12/3 Wire)	1
9		24807	3/4"Garden Hose Male X 3/8"NPT Male (For Incoming Water Line)	1
10		24808	3/4"Garden Hose Male X 1/2"NPT Male (For Incoming Water Line)	1
11		24806	3/8" 90DEG. Elbow (For Incoming Water Line Under Unit)	1
12		24805	1/2" 90DEG. Elbow (For Incoming Water Line Under Unit)	1
13		24804	1/2" X 3/4" Reducing Elbow (For Incoming Gas Line Under Unit)	1
14		24803	1/2" X 2" Nipple (For Incoming Gas Line Under Unit)	1
15		24147	3/4" Dormont 60" Gas Supply Line (For 3/4" Incoming Gas Line)	1

Cleveland

SteamCraft® Gemini™ 10

TWO COMPARTMENT FLOOR MODEL DESIGN PRESSURELESS CONVECTION STEAMER TWIN ELECTRIC STEAM GENERATORS, 16 KW EACH

Project _____

Item _____

Quantity _____

FCSI Section 11400 _____

Approved _____

Date _____

SteamCraft® Generator Style High Speed Convection Steamers

Models

- 24-CEA-10

Short Form Specifications

Shall be Two Compartments, Cleveland Convection Steamer series SteamCraft® Gemini™ 10, Model 24-CEA-10, Twin Electric Atmospheric Steam Generator, 32 KW input. Remote Probe Type Water Level Controls. Steam Generator with Automatic Water Fill on start up. Automatic Generator Blowdown, Two each 16.5 KW Fire Bar Heating Elements. Choice of Compartment Controls, Manual By Pass Operation Mode, Exclusive Cold Water Condenser design, Type 430 Stainless Steel exterior and cooking compartments.

Standard Features

- Cooking Capacity for up to ten 12″ x 20″ x 21⁄2″ deep Cafeteria Pans, five each compartment.
- Innovative PowerPak Electric Steam Generator: Twin Vertical Atmospheric Electric Steam Generators operate independently. Two 8 KW Fire Bar Heating Elements per generator. Strong 14 Gauge Stainless Steel Construction. Large 5 gallon generator reservoir for each compartment for high speed steam cooking production. Two fully insulated rear mounted independent steam generators.
- Each steam-cooking compartment is independently operated and controlled by a separate stainless steel steam generator.
- Easy Access Generator Cleaning Port: Two Generator Cleaning Ports located on the outside, top of the unit.
- Instant Steam Stand By Mode: Hold generator at a steaming temperature. Allows unit to start cooking instantly.
- Easytimer with 99 minute Digital Readout in minutes and seconds. Selector Dial with LED Light Descale Indicator. Sure Cook load compensating timer. Manual Constant Steam Mode.)
- Main Power On/Off Switch: Automatically fills generator with water, and then starts heating elements in generator.
- Exclusive Steam Cooking Distribution System: Exclusive Brass Steam Jets produce a high velocity convection steam without fans. Coved Corner design in cooking compartment distributes heat evenly, and is easy to clean. Creased top & bottom enhance drainage. Cold Water Condenser for each compartment maintains a dry steam. Fully Insulated cooking compartment for thermal efficiency. Removable Stainless Steel Slide Racks.
- Automatic Generator Drain: Contains a “Water Jet” Spray Rinse Drain Cleaning Cycle to keep drain clear.
- Exclusive Automatic Probe for Water Level Control: Separate from the generator for easy access, contains a high velocity rinse cycle to eliminate mineral build up.
- Exclusive “Cool to the Touch” Two-Piece Compartment Door Design: Free floating inner door with reversible gasket provides an air tight seal. Stainless Steel Slam/Latch Door Latch mechanism for reliability.
- Condensate Drip Trough: Provide under lower compartment door to collect condensate.
- Left Hand Door Hinging: Compartment Doors hinged on the left, controls on the right.
- NSF Certified 6″ Stainless Steel Legs with adjustable flanged feet for a one inch level adjustment.
- Compartment Door Steam Shut Off Switch (SCS)
- Field Reversible Door Hinging

Options & Accessories

- 10″ Stainless Steel Legs (LF10)
- Dissolve® Descale Solution, 6 one gallon container w/quart markings (106174)
- Cafeteria Pans in depths of 1″, 21⁄2″ and 4″
- Low Wattage Option, 8 KW each compartment (LWO)
- Water Filters

KE004046-19

760 Beta Drive, Unit D
Mayfield Village, Ohio 44143

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Fax 1.216.481.3782
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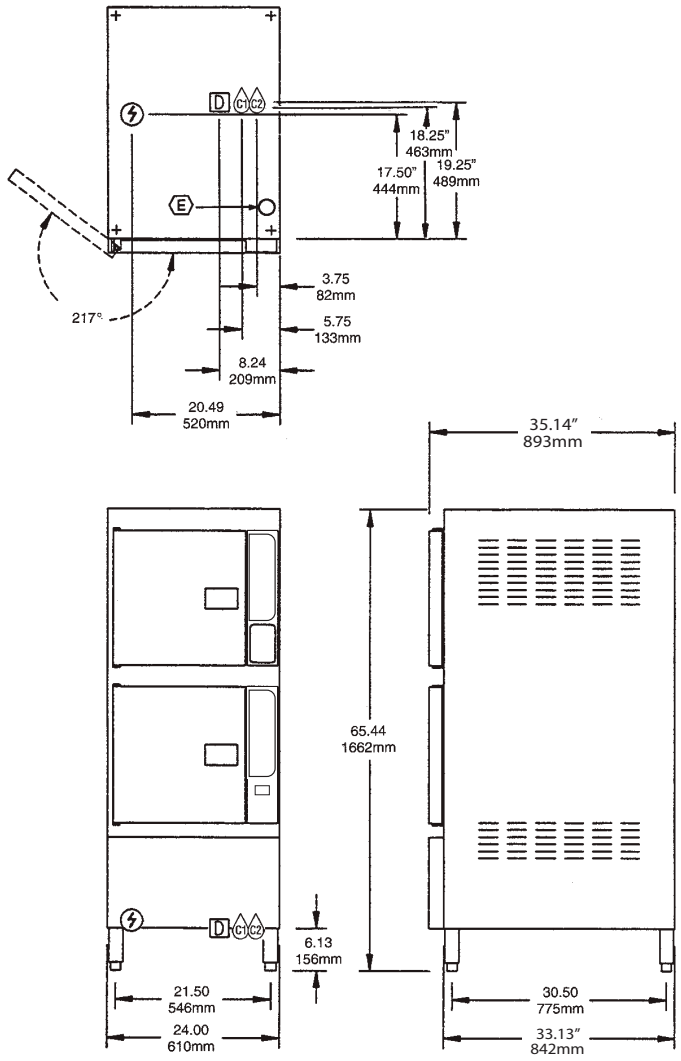
Timeless Quality, Trusted For Life ®

Cleveland

SteamCraft® Generator Style High Speed Convection Steamers



COMPARTMENT HAS CAPACITY FOR:

- Five, 12″ x 20″ x 21/2″ deep Cafeteria Pans

WATER QUALITY REQUIREMENTS (Boilers, Generators)

TTDS:	50-250 ppm
Hardness:	50 - 200 mm (3 - 12 gpg)
pH value:	7.0 - 8.5
CL (Chloride):	max 50 ppm
Cl2 (free chlorine):	max 0.1 ppm
SiO2 (silica):	max 13 ppm
NH2Cl: (mono-chloramine)	max 0.1 ppm
Total Alkalinity:	50 - 100 ppm

ELECTRIC

STANDARD ELECTRIC

Volts	Watts	Ph	Amps	Wire
208	32,600	3	91.7	3
220	27,393	3	72.9	3
240	32,600	3	79.5	3
440	27,393	3	36.4	3
480	32,600	3	39.8	3

LOW WATTAGE OPTION

Volts	Watts	Ph	Amps	Wire
208	16,600	3	47.3	3
220	13,948	3	37.6	3
240	16,600	3	41.0	3
440	13,948	3	18.8	3
480	16,600	3	20.5	3

COLD WATER (C1)(C2)

35 psi minimum
60 psi maximum

(C1) 3/4″ NH-F (Garden Hose Thread)

(C2) 3/4″ NH-F (Garden Hose Thread)

DRAINAGE (D)

1 1/2"IPS-M

Do not connect other units to this drain

Drain must not be located beneath the steamer itself. Preferred floor drain location should be a minimum distance (from the unit) of at least 12" from the left side, 12" from the right side, 6" from the front and 6" from the rear

Do not use PVC pipe

CLEARANCE

Right - 3", Left - 3", Rear - 3"
(12" on control side if adjoining wall or equipment is over 30" high for service access)

Contact factory for variances to clearances.

TOTAL CAPACITY (2 Compartments)

10 — 12″ x 20″ x 2½″ Cafeteria Pans or
20 — 12″ x 20″ x 1″ Cafeteria Pans or
6 — 12″ x 20″ x 4″ Cafeteria Pans

UTILITY CONNECTIONS

(A) Electrical Supply

(B) Cold Water Supply for Condenser 3/8″ Dia. NPT

(C) Cold Water Supply for Generator and Water Injection. 3/8″ Dia. NPT (for water treatment conn.) Unit comes with a 50 Mesh Water Strainer (installation required)

(D) Drain: 1.50″ Dia.

(E) Inlet for Generator Deliming Solution

NOTES:
Cleveland Range reserves right of design improvement or modification, as warranted.
Many regional, state and local codes exist and it is the responsibility of the owner and installer to comply with the codes.
Cleveland Range equipment is built to comply with applicable standards for manufacturers. Included among those approval agencies are U.L/NSF#4 and CSA (AGA, CGA).

(NOT TO SCALE)

760 Beta Drive, Unit D
Mayfield Village, Ohio 44143

Tel 1.216.481.4900
Fax 1.216.481.3782
Email steam@clevelandrange.com

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Summer Learning and Transportation Grants for 2024-2025 School year

Board Meeting Date: May 13, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☒ No ☐

Summary

This amendment recognizes new revenue and related expenditures for the Summer Learning and Transportation grants in the general-purpose schools funds. These new revenues and expenditures are awarded by TDOE to pay for the June 2025 summer learning program.

The $1,779,702 Summer Learning grant funds salaries for teachers, assistants, nurses, crossing guards, administrative staff, and clerical staff. Additionally, the grant funds instructional materials and supplies.

The $322,789 Transportation grant funds salaries for bus drivers and transportation staff as well as gasoline for the buses.

Staff Recommendation

To approve the FY25 budget amendment to recognize new revenue and expenditures for Summer Learning.

Fiscal Impact

Recognition of new revenue and corresponding expenditures in the amount of $2,102,491 and it will not affect fund balance.

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

Board Meeting Memo

Agenda Item Title: TSBA Board Self-Assessment

Board Meeting Date: May 13, 2025

Department: Director's office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☐
Reports and Information	☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The Murfreesboro City School Board annually completes a self-evaluation through the TN School Board Association in accordance with Board Policy 1.103. The summary report illustrates the number of Board members who rated their individual performance at each level.

This summary report is for Board member information only and was created at the request of the school board.

Staff Recommendation

For information only

Fiscal Impact

No impact

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

Some questions were left unanswered so certain responses may not fully represent the views of the entire Board.

Board Member Self-Evaluation

Using the following scale, rate your individual performance in the first column "How I am now" and indicate in the second column "How I wish I were." Check the appropriate box in each column.

Scale:1=Never 2= Rarely 3=About Half the Time 4=Almost Always 5=Always

A. Relationship with the superintendent

	How I am now					How I wish I were				
	1	2	3	4	5	1	2	3	4	5
1. I keep the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.				3	4				1	6
2. I publicly support the superintendent's administrative regulations and decisions and relay any disagreement in a private session.				1	6				1	5
3. I disregard personalities and consider the recommendations of the superintendent in an unbiased and objective manner.				1	5				1	5
4. If I want additional information about an agenda item, I contact the superintendent or the responsible person, in advance.			1	3	3				1	5
5. I am a positive influence for giving the superintendent sufficient research time and not forcing an on-the-spot decision.				2	5					6

Board Member Self-Evaluation

B. Relationship with the community	How I am now						How I wish I were				
	1	2	3	4	5		1	2	3	4	5
1. I work to preserve the trust my fellow citizens have put in me and my fellow board members for the educational development of the children and youth of this community.				3	4						6
2. I work to do what is in the best interest of each and every student without distinction as to who they are or what their background may be.				1	6					1	5
3. I take the initiative in helping all community members to have all the facts about their schools so they will readily provide the finest possible school program, school staff, and school facilities.			1	4	2					1	5

C. Relationship during meetings	How I am now						How I wish I were				
	1	2	3	4	5		1	2	3	4	5
1. I arrive early and am prepared for the meeting to start on time.			2		5						6
2. I treat other members of the board and professional staff with respect during board meetings.					7						6

Board Member Self-Evaluation

3. On those occasions when I differ with other board members, I do so based on the issues at hand and not on personalities.	1	2	3	4 1	5 6		1	2	3	4	5 6
4. I behave in such a manner as to emphasize that individual board members have no authority except when convened in a legally conducted board meeting.	1	2	3	4 2	5 5		1	2	3	4 2	5 4
5. I refrain from discussions and comments that are unrelated to the agenda item.	1	2	3	4 4	5 3		1	2	3	4 1	5 5
6. I exercise good listening skills during meetings.	1	2	3	4 2	5 5		1	2	3	4	5 6
7. I listen to all sides before making a decision.	1	2	3	4 2	5 5		1	2	3	4 1	5 5
8. I display a spirit of compromise when impasses arise and urge consensus.	1	2	3 1	4 4	5 3		1	2	3	4 2	5 4
9. I vote my conscience, but support the majority decisions.	1	2	3 1	4 3	5 3		1	2	3	4 1	5 5
10. I work within the board role as policy maker and do not become involved in making administrative decisions.	1	2	3	4 2	5 5		1	2	3	4 1	5 5
11. At meetings, I speak loudly and clearly enough to be heard by everyone present.	1	2	3 1	4 3	5 3		1	2	3	4	5 7
12. I conduct myself in a businesslike manner, following accepted parliamentary procedures and rules.	1	2	3	4 1	5 4		1	2	3	4	5 6
13. I refrain from monopolizing the discussion.	1	2	3	4 4	5 3		1	2	3	4 1	5 5

D. Relationship with staff and personnel

	How I am now						How I wish I were				
1. I consistently adhere to the law governing superintendent authority for personnel.	1	2	3	4 2	5 5		1	2	3	4 1	5 5
2. I make every effort to become acquainted with district personnel	1	2	3 4	4 3	5		1	2	3	4	5 7
3. I do not allow personal friendships with district personnel to affect overall board decisions or policies.	1	2	3	4 2	5 5		1	2	3	4	5 6
4. I channel complaints and potential problems to the proper authority.	1	2	3	4 2	5 5		1	2	3	4 1	5 5

E. Support of instructional program

	How I am now						How I wish I were				
1. I keep informed about student achievement.	1	2	3 1	4 3	5 3		1	2	3	4	5 6
2. I solicit information from the community pertaining to instructional program needs.	1	2 1	3 2	4 2	5 1		1	2	3	4	5 7
3. I support policies that enable the staff to develop the educational program required to meet the needs of the community.	1	2	3	4 2	5 5		1	2	3	4	5 6

F. Fiscal responsibility	How I am now					How I wish I were				
1. I support efforts to provide resources to properly fund the school district budget.	1	2	3	4 3	5 4	1	2	3	4 1	5 5
2. I support policies requiring proper accountability for the expenditure of school district funds.	1	2	3	4 2	5 5	1	2	3	4 1	5 5
3. I keep my constituents informed about the financial needs of the school district.	1	2 1	3 2	4 4	5	1	2	3	4 1	5 6

G. Personal work habits	How I am now					How I wish I were				
1. I keep the educational and welfare of children as my primary concern.	1	2	3	4 2	5 5	1	2	3	4	5 6
2. I am willing to make unpopular decisions, in the best interest of children.	1	2	3	4	5 7	1	2	3	4	5 6
3. I represent the best interests of all citizens rather than special interest groups.	1	2	3	4 3	5 4	1	2	3	4 1	5 5
4. I take time to do my homework and prepare for meetings.	1	2	3 1	4 2	5 4	1	2	3	4 1	5 5
5. I attend board meetings regularly.	1	2	3	4 1	5 6	1	2	3	4	5 6
6. I refrain from asking that items be added to the agenda at the last minute.	1	2	3	4 2	5 5	1	2	3	4	5 6

Board Member Self-Evaluation

7. I reach decisions on the merits of issues and on the basis of best available information.	1	2	3	4 2	5 5		1	2	3	4	5 6
8. I participate in board training programs at regional, state and national levels.	1	2 1	3 2	4 3	5 1		1	2	3	4	5 6
9. I do not individually or unilaterally make decisions or commitments on the board's behalf.	1	2	3	4 1	5 6		1	2	3	4	5 6
10. I am open and honest with board members, school staff and community members.	1	2	3	4 1	5 6		1	2	3	4 1	5 5
11. I share information and avoid "surprises" whenever possible.	1	2	3	4 1	5 6		1	2	3	4 1	5 5
12. I am familiar with and abide by the Tennessee School Boards Association Boardsmanship Code of Ethics.	1	2	3 1	4 1	5 5		1	2	3	4 1	5 5
13. I respect those who differ in opinion and belief.	1	2	3	4 4	5 3		1	2	3	4 1	5 5
14. I accept constructive criticism.	1	2	3	4 3	5 4		1	2	3	4 1	5 5
15. I remain calm and think clearly under pressure.	1	2	3	4 1	5 6		1	2	3	4	5 6

Board Member Self Evaluation Summary

Strengths

- I am fully engaged in maintaining and improving education in our district.
- I operate my role in a professional manner with integrity.
- I am involved deeply in the community in order to gain knowledge of the needs in our city.
- I keep the education of our children the sole focus as I make decisions.
- I have been the legislative liaison for three years.
- Communication with administration and constituents
- I am respectful to everyone, prepared, vote for the students and teachers' best interest, and am willing to educate myself on any item of interest.
- My willingness to learn and reasoning skills to make decisions that are best for MCS
- Recognizing overt political guises and avoiding them
- Listen to others/Respect other opinions
- Effective advocate for the community

Weaknesses

- I want to improve on relationships with the employees of our district in order to better learn their needs.
- I want to have a better understanding of the inner workings of our budget
- Robert's Rules of Order and applying them in the heat of the moment
- I have never been to a National School Board conference, and I do not make an effort to ask the community about instructional materials input.
- Knowledge of systems and time in office. Some things are learned from experience and without even a year in my term, I have more experience to gain.
- Addressing political issues on an ad hoc basis and try to remain focused on policy to the exclusion of political influence.
- Could become more familiar with administrators and CO staff

- **To improve my effectiveness as a board member, I will:**

- Schedule a rotation of school visits, working in various classrooms
- Currently, I try to attend most school events.
- Engage in more Parent University sessions.
- Review Robert's Rules of order
- Take advantage of leadership opportunities to grow and improve skills
- Be more aware of community input

- Review Robert's Rules of Order
- Make more of an effort to learn all CO staff's names and titles
- To improve my effectiveness as a board member, I will continue to read on the TSBA website, ask questions to the superintendent, and list to the needs of those whom I represent while learning about the students and staff of MCS.
- More TSBA trainings

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: 2025-2026 School Board Meeting Calendar

Board Meeting Date: May 13, 2025

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

Staff are presenting the proposed 2025-2026 board meeting schedule for approval. The calendar continues to follow meetings being held on the second and fourth Tuesdays for the majority of months with the locations split between Council Chambers of City Hall and the Murfreesboro City Schools Administrative Offices. The fifth Tuesday is utilized in April due to budget workshops.

The calendar also includes two budget workshops in April and a School Board retreat on Saturday, January 24, 2026.

Staff Recommendation

Recommendation to approve the 2025-2026 school board meeting calendar as presented.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

MURFREESBORO CITY SCHOOL BOARD
2025-2026 MEETING SCHEDULE

All regularly scheduled Murfreesboro City School Board meetings will be held on the **second and fourth Tuesdays** of each month beginning at **6:00 p.m.** unless otherwise stated.

The meetings will be held either at the Administrative Offices of Murfreesboro City Schools, 2552 S. Church Street, Murfreesboro, Tennessee, or in the Council Chambers at City Hall, 111 West Vine Street, Murfreesboro, Tennessee as stated below.

If circumstances require a change in time, venue, or an additional special meeting, an advertisement with specific information will be placed with the media.

July 22 at City Hall Regular Board Meeting	**Saturday, January 24 at MCS Administrative Offices** Board Retreat 8:00 a.m.-4:00 p.m.
August 12 at City Hall Regular Board Meeting	**February 10 at MCS Administrative Offices** Regular Board Meeting
August 26 at MCS Administrative Offices Regular Board Meeting 5:00 p.m.-5:30 p.m. Board Work Session 5:30 p.m.-8:00 p.m.	**February 24 at City Hall** Regular Board Meeting
September 9 at MCS Administrative Offices Regular Board Meeting	**March 10 at City Hall** Regular Board Meeting
September 23 at City Hall Regular Board Meeting	**March 24 at MCS Administrative Offices** Week before spring break (March 30-April 3)
October 14 at MCS Administrative Offices Regular Board Meeting Fall Break is October 6-10	**April 7(4:00-8:00) and April 14 (4:00-8:00)** Regular Board Meeting/Budget Work Session **at MCS Administrative Offices**
October 28 at City Hall Regular Board Meeting	**April 28 at City Hall** Regular Board Meeting 5th Tuesday due to budget work sessions
November 11 at City Hall Regular Board Meeting	**May 12 at MCS Administrative Offices** Regular Board Meeting
November 25 at MCS Administrative Offices Regular Board Meeting Thanksgiving Week	**May 26 at City Hall** Regular Board Meeting
December 9 at City Hall Regular Board Meeting	**June 9 at MCS Administrative Offices** Regular Board Meeting
January 13 at City Hall Regular Board Meeting	**June 23 at City Hall** Regular Board Meeting

MISSION STATEMENT: To assure academic and personal success for each child.