



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kevin Crumbo, Director
Metropolitan Department of Finance

Contract Number: 7511863 Contractor: Kendall Hunt Publishing
Sourcing Method: RFP 107241
Start Date: 5/12/2021 End Date: 6/30/2023
Address: 4050 Westmark Drive City: Dubuque State: IA Zip: 52002
Supplier Number: 472564 Supplier Email: ekoppes@kendallhunt.com

PURPOSE OF CONTRACT:

Provision of instructional materials for grades K-8 mathematics. The Tennessee Department of Education has pushed the mathematics adoption back two years and these new materials will help fill that gap.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **5/11/2021**

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: Business unit to which it will be deposited:

Are matching funds required? **No** If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is:

The not to exceed contract value is: \$3,000,000.00

BUDGET INFORMATION:

Account number: 80101019.503330.2180402

Fund number: 35131

kk RW

MNPS Contact Person: Jessica Slayton

Phone Number:

Contract Agent: Kevin Edwards

Phone Number: (615) 259-8548

**CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
KENDALL HUNT PUBLISHING
FOR THE PURCHASE OF GOODS AND SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and Kendall Hunt Publishing (Contractor), 4050 Westmark Drive, Dubuque, IA 52002. This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Exhibits,
3. The Sourcing Documents (RFQ# 107241) are made part of this contract by reference,
4. Purchase Orders (and PO changes).

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

1.2. Duties and Responsibilities of Goods and Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services, more fully defined in RFQ# 107241:

Provision of instructional materials for grades K-8 mathematics. Materials to include, but not be limited to: teacher materials with guidance and lesson notes, student-facing materials including assessments and practice problems, supports for English Learners and students with disabilities, online or digital assets, and parent support materials. In addition, ongoing support to be offered through a dedicated customer service representative.

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

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

1.3. Contractor Qualifications

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

1.4. License

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

1.5. Delivery and Installation

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

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

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

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

2. CONSIDERATION**2.1. Term**

The Contract Term will begin on May 12, 2021 and end on June 30, 2023.

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

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

2.2. Compensation

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

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

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

Total compensation to be paid to Contractor under this Contract is not to exceed \$3,000,000.

2.3. Warranty

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

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

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

2.4. Electronic Payment

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

2.5. Invoicing

- 2.5.1. Contractor, after MNPS receives the goods and services, shall be paid net 30 days upon receipt by MNPS of a correctly submitted invoice.
 - 2.5.1.1. Invoice must reference the MNPS purchase order number,
 - 2.5.1.2. Only one (1) purchase order number per invoice,
 - 2.5.1.3. Neither price nor quantity may exceed that present on the purchase order,
 - 2.5.1.4. Invoice number and date,
 - 2.5.1.5. Item description, quantity received, price, and extended price (again matching the PO), and
 - 2.5.1.6. Remittance address.
- 2.5.2. Incorrect invoices will be rejected, and a corrected invoice required for payment.
- 2.5.3. MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days.
- 2.5.4. Payment of an invoice by MNPS shall not waive MNPS's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after MNPS discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by MNPS.

3. INSURANCE REQUIREMENTS

3.1. General Insurance Requirements

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

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

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

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

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

3.2. Commercial Liability Insurance

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

3.3. General Liability Insurance

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

3.4. Automobile Liability Insurance

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

3.5. Cyber/Privacy Insurance

3.5.1. In the amount of one million (\$1,000,000) dollars if providing coverage for LESS than twenty-five (25) MNPS schools.

3.5.2. In the amount of two million (\$2,000,000) dollars if providing coverage for Twenty-five (25) or MORE MNPS schools.

3.6. Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

4. NOTICES

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

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

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

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

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

4.2. Notices to Contractor shall be sent to:

Contractor: Kendall Hunt Publishing
Attention: Elizabeth Koppes (6-12)
Address: 4050 Westmark Drive, Dubuque, IA 52002
Phone: (563) 589-1065
E-mail Address: ekoppes@kendallhunt.com

Contractor: Kendall Hunt Publishing
Attention: Jerilyn Hilse (K-5)
Address: 4050 Westmark Drive, Dubuque, IA 52002
Phone: (704)-430-9340
E-mail Address: jhilse@kendallhunt.com

4.3. Agent of the Contractor

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

Designated Agent: Kendall Hunt Publishing

Attention: Brooke A. Pfeiffer

Address: 4050 Westmark Drive, Dubuque, IA 52002

Phone: (563) 589-1113

Email Address: BPfeiffer@kendallhunt.com

4.4. Contractor's Federal Tax ID Number: 42-1426616

5. TERMINATION

5.1. Termination for Breach

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

5.2. Termination for Convenience

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

5.3. Termination for Cause

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

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

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

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

6. STANDARD TERMS AND CONDITIONS

6.1. Taxes

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

6.2. Modification of Contract

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

6.3. Maintenance of Records

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

6.4. MNPS Right to Inspect

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

6.5. Piggyback Clause

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

6.6. MNPS Property

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

6.7. Partnership/Joint Venture

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

6.8. Criminal Background Checks

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

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

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

6.9. Credentialing Requirements

6.9.1. MNPS has engaged ERC to provide Contractor credentialing services. ERC will notify all Contractors who enter into a contract with MNPS that exceeds \$100,000 in value that they are required to enroll, at Contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of December 2017 was \$150 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of this Contract.

6.9.2. ERC provides MNPS with the following information:

- 6.9.2.1. For a company's named owner or principal, ERC runs the following checks annually:
 - 6.9.2.2. Criminal records (last 36 months)
 - 6.9.2.3. Sex offender and government watch (no limit on time)
 - 6.9.2.4. VCAP (last 84 months)
 - 6.9.2.5. Felony (last 60 months)
 - 6.9.2.6. For the company itself (based on Tax ID#), ERC will perform the following searches and services:
 - 6.9.2.7. Confirm insurance requirements are current
 - 6.9.2.8. Bankruptcy within 5 years
 - 6.9.2.9. Liens and monetary judgements over \$10,000
 - 6.9.2.10. TIN check- Collect W9, verify tax name, and Tax ID match.

6.10. Indemnification and Hold Harmless

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

- 6.10.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- 6.10.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 6.10.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

6.11. School District Statutory Immunity

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

6.12. Terms of Service

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

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

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

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

be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

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

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

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

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

6.14. Confidentiality, Student Records

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

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

6.15. Contingent Fees

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

6.16. Waiver

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

6.17. Gratuities and Kickbacks

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

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

6.18. Non-Discrimination

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

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

subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

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

6.19. Subcontractor/Subconsultant Payments

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

6.20. Americans with Disabilities Act

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

6.21. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

6.22. Debarment and Suspension

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

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

6.23. Attorney Fees

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

6.24. Entire Contract

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

6.25. Force Majeure

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

6.26. Compliance with Laws

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

6.27. Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee

law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

6.28. Severability

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

6.29. Effective Date

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

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Contract Number: _____

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

APPROVED:

Christiane Briggs
MBPE Board Chair

RECOMMENDED:

[Signature]
Director of Procurement

Jessica Slayton
Department Head

Mason Bellamy
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80101019.503330.2180402

kk

[Signature]
Chief Operating Officer

Kevin Crumbo
Metropolitan Director of Finance

RW

APPROVED AS TO INSURANCE:

Balogun Cobb
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsh
Metropolitan Attorney

CONTRACTOR:

Kendall Hunt Publishing Co
Firm/Organization

Charley Cook
Signature

Charley Cook
Name

Kendall Hunt Vice President
Title

4/21/2021 | 11:52 AM PDT
Date

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

Elizabeth Waites
Metropolitan Clerk

5/14/2021 | 1:01 PM CDT
Date Filed

RFQ 107241

K-8 Mathematics Instructional Materials

Metro Nashville Public Schools

EXHIBIT A**Kendall Hunt Publishing**
Grade K-8 Illustrative Mathematics
Price Proposal Page**2. Illustrative Mathematics K-8 Pricing****2.1 Grade K-8 Teacher's Guides and Student Workbooks**

Description	ISBN	Price	Qty	Amount
Kindergarten				
Student Edition Set	978-1-7924-6274-0	\$25.00	6,000	\$ 150,000.00
Teacher Guide Set	978-1-7924-6287-0	\$75.00	334	\$ 25,050.00
Grade 1				
Student Edition Set	978-1-7924-6275-7	\$23.00	6,000	\$ 138,000.00
Teacher Guide Set	978-1-7924-6289-4	\$75.00	334	\$ 25,050.00
Grade 2				
Student Edition Set	978-1-7924-6276-4	\$23.00	6,000	\$ 138,000.00
Teacher Guide Set	978-1-7924-6290-0	\$75.00	334	\$ 25,050.00
Grade 3				
Student Edition Set	978-1-7924-6277-1	\$23.00	6,000	\$ 138,000.00
Teacher Guide Set	978-1-7924-6291-7	\$75.00	334	\$ 25,050.00
Grade 4				
Student Edition Set	978-1-7924-6278-8	\$23.00	6,000	\$ 138,000.00
Teacher Guide Set	978-1-7924-6292-4	\$75.00	334	\$ 25,050.00
Grade 5				
Student Edition Set	978-1-7924-6279-5	\$23.00	4,800	\$ 110,400.00
Teacher Guide Set	978-1-7924-6293-1	\$75.00	334	\$ 25,050.00
Grade 6 Student Edition	978-1-7924-0185-5	\$22.99	4,800	\$ 110,352.00
Grade 6 Teacher Guide (includes Teacher Resource Guide)	978-1-7924-0192-3	\$69.99	200	\$ 13,998.00
Grade 7 Student Edition	978-1-7924-0196-1	\$22.99	4,800	\$ 110,352.00
Grade 7 Teacher Guide (includes Teacher Resource Guide)	978-1-7924-0201-2	\$69.99	200	\$ 13,998.00
Grade 8 Student Edition	978-1-7924-0214-2	\$22.99	4,800	\$ 110,352.00
Grade 8 Teacher Guide (includes Teacher Resource Guide)	978-1-7924-0219-7	\$69.99	200	\$ 13,998.00
**Print Materials & Kits are non-returnable*		SUB TOTAL		\$ 1,335,750.00
Shipping & Handling 8%				\$ 106,860.00
If you are tax exempt, your exempt certificate is REQUIRED				\$0.00
TOTAL				\$ 1,442,610.00

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K-8 Mathematics Instructional Materials

Metro Nashville Public Schools

Kendall Hunt Publishing
Grade K-8 Illustrative Mathematics
Price Proposal Page**2.2 Kendall Hunt Supplemental Price Optional Items Grades K-8**

Description	ISBN	Price	Qty	Amount
Kindergarten				
Teacher Resource Copy Master Set	978-1-7924-6294-8	\$55.00	334	\$ 18,370.00
Grade K Manipulative Kit	978-1-7924-2347-5	\$299.00	334	\$ 99,866.00
Grade K Kiddom Student 1 Year Premium Digital Access	978-1-7924-6404-1	\$25.00	6,000	\$ 150,000.00
Grade K - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 1				
Teacher Resource Copy Master Set	978-1-7924-6295-5	\$55.00	334	\$ 18,370.00
Grade 1 Manipulative Kit	978-1-7924-2348-2	\$399.00	334	\$ 133,266.00
Grade 1 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6462-1	\$25.00	6,000	\$ 150,000.00
Grade 1 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 2				
Teacher Resource Copy Master Set	978-1-7924-6296-2	\$55.00	334	\$ 18,370.00
Grade 2 Manipulative Kit	978-1-7924-2349-9	\$399.00	334	\$ 133,266.00
Grade 2 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6463-8	\$25.00	6,000	\$ 150,000.00
Grade 2 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 3				
Teacher Resource Copy Master Set	978-1-7924-6297-9	\$55.00	334	\$ 18,370.00
Grade 3 Manipulative Kit	978-1-7924-2350-5	\$399.00	334	\$ 133,266.00
Grade 3 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6464-5	\$25.00	6,000	\$ 150,000.00
Grade 3 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 4				
Teacher Resource Copy Master Set	978-1-7924-6298-6	\$55.00	334	\$ 18,370.00
Grade 4 Manipulative Kit	978-1-7924-2351-2	\$299.00	334	\$ 99,866.00
Grade 4 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6465-2	\$25.00	6,000	\$ 150,000.00
Grade 4 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 5				
Teacher Resource Copy Master Set	978-1-7924-6299-3	\$55.00	334	\$ 18,370.00
Grade 5 Manipulative Kit	978-1-7924-2352-9	\$299.00	334	\$ 99,866.00
Grade 5 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6466-9	\$25.00	6,000	\$ 150,000.00
Grade 5 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 6 Spanish Student Edition	978-1-7924-1965-2	\$22.99	200	\$ 4,598.00
Grade 6 Non-Consumable Kit	978-1-5249-9727-4	\$423.99	200	\$ 84,798.00
Grade 6 Consumable Kit	978-1-5249-9730-4	\$104.99	200	\$ 20,998.00
Grade 6 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6546-8	\$25.00	6,000	\$ 150,000.00
Grade 6 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 7 Spanish Student Edition	978-1-7924-1969-0	\$22.99	200	\$ 4,598.00
Grade 7 Non-Consumable Kit	978-1-5249-9731-1	\$291.99	200	\$ 58,398.00

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**Kendall Hunt Publishing
Grade K-8 Illustrative Mathematics
Price Proposal Page**

Grade 7 Consumable Kit	978-1-5249-9732-8	\$88.99	200	\$ 17,798.00
Grade 7 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6547-5	\$25.00	6,000	\$ 150,000.00
Grade 7 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
Grade 8 Spanish Student Edition	978-1-7924-1977-5	\$22.99	200	\$ 4,598.00
Grade 8 Non-Consumable Kit	978-1-5249-9733-5	\$124.99	200	\$ 24,998.00
Grade 8 Consumable Kit	978-1-5249-9734-2	\$27.99	200	\$ 5,598.00
Grade 8 Kiddom Student 1 Year Premium Digital Access	978-1-7924-6548-2	\$25.00	6,000	\$ 150,000.00
Grade 8 - Free Digital Access	im.kendallhunt.com	\$0.00	334	\$0.00
**Print Materials & Kits are non-returnable*		SUB TOTAL		\$ 2,385,998.00
Shipping & Handling 8%				\$ 190,879.84
Tax will be charged based upon the "ship to" tax rate. If you are tax exempt, your exempt certificate is REQUIRED with this order to remove the tax charge.				\$0.00
TOTAL				\$ 2,576,877.84

2.3 Professional Development Price Proposal**a) Professional Development Price Proposal Grade K-5**

This quote is based on the number of 2000 participants. IM Certified Professional events are limited to 25 (K-2) & 25 (3-5) participants each. At this time only virtual professional learning is offered by Illustrative Mathematics. Until such a time as in person sessions resume, all courses quoted are for virtual only. Please note that all of these courses will be available in-person when such a time comes.

List prices for a la carte events:

1 day in-person Workshop - \$5,000

2 Hour Virtual Workshop - \$2,000

Premium & Preferred Package pricing 10% off List Price- A single purchase order received from a single school district

Early bird pricing 20% off list price – Purchase Order Received no later than April 1, 2021

Bulk pricing 15% - Purchase Order received for more than 4 or more packages

Early bird bulk pricing 25% - Purchase Order received for more than 4 packages no later than April 1, 2021

2.4 K-5 Package Descriptions**IM K-5 Premium Package – Year 1 Path**

(1) Module for the spring before implementation begins to introduce teachers to the instructional routines embedded in the curriculum

- Establishing Instructional Routines for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each.

(2) Two-day workshop to prepare teachers for implementation of the curriculum:

IM K–5 Math: Teach & Learn curriculum implementation launch (4 virtual modules over 2 days, max 50 participants (25 per grade band)

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K-8 Mathematics Instructional Materials

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Kendall Hunt Publishing
Grade K-8 Illustrative Mathematics
Price Proposal Page**Learning Goals**

- Articulate how the structure of a lesson and the purpose of each component helps thread the key mathematical ideas through the lesson
- Locate pertinent teacher and student resources in various partner digital and print materials
- Summarize the structure and value of instructional routines.
 - Math Content Routines
 - Mathematical Language Routines
- Facilitate a mathematical content routine and describe strategies for successful implementation.
- Explain how practice opportunities, centers, and language supports can be used with students at different stages of readiness.
- Articulate an asset-focused approach to analyzing student work centered on learning goals.
- Identify opportunities to assess student understanding and progress toward learning goals:
 - during a lesson
 - at the beginning and end of the unit
 - across the unit

(3) three modules during the school year to support ongoing implementation:

- **IM K–5 Math Fall Module:** Planning with a Focus on Pedagogy for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each.
- **IM K–5 Math Winter Module:** Planning with a Focus on Student Thinking for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each.
- **IM K–5 Math Spring Module:** Planning with a Focus on Mathematical Progressions for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each. We recommend that coaches and administrators attend the IM K–5 Math Teach & Learn curriculum implementation launch with teachers

IM K-5 Preferred Package – Year 1 Path

(1) a two-day workshop to prepare teachers for implementation of the curriculum

IM K–5 Math: Teach & Learn

Curriculum implementation launch (4 virtual modules over 2 days, max 50 participants (25 per grade band))

Learning Goals:

- Articulate how the structure of a lesson and the purpose of each component helps thread the key mathematical ideas through the lesson
- Locate pertinent teacher and student resources in various partner digital and print materials
- Summarize the structure and value of instructional routines.
 - Math Content Routines
 - Mathematical Language Routines
- Facilitate a mathematical content routine and describe strategies for successful implementation.
- Explain how practice opportunities, centers, and language supports can be used with students at different stages of readiness.
- Articulate an asset-focused approach to analyzing student work centered on learning goals.
- Identify opportunities to assess student understanding and progress toward learning goals:
 - during a lesson
 - at the beginning and end of the unit across the unit

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Kendall Hunt Publishing
Grade K-8 Illustrative Mathematics
Price Proposal Page**(2) two workshops during the school year to support ongoing implementation**

- **IM K–5 Math Fall Module: Planning with a Focus on Pedagogy** (for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each.
- **IM K–5 Math Spring Module: Planning with a Focus on Mathematical Progressions** for K–2 and 3–5 (2 virtual modules - one each for K-2 and 3-5), max 25 participants each.

We recommend that coaches and administrators attend the IM K–5 Math Teach & Learn curriculum implementation launch with teachers.

IM K-5 Basic – Year 1 Path

(1) a two-day workshop to prepare teachers for implementation of the curriculum

IM K–5 Math: Teach & Learn

Curriculum implementation launch (4 virtual modules over 2 days, max 50 participants (25 per grade band))

Learning Goals:

- Articulate how the structure of a lesson and the purpose of each component helps thread the key mathematical ideas through the lesson
- Locate pertinent teacher and student resources in various partner digital and print materials
- Summarize the structure and value of instructional routines.
 - Math Content Routines
 - Mathematical Language Routines
- Facilitate a mathematical content routine and describe strategies for successful implementation.
- Explain how practice opportunities, centers, and language supports can be used with students at different stages of readiness.
- Articulate an asset-focused approach to analyzing student work centered on learning goals.
- Identify opportunities to assess student understanding and progress toward learning goals:
 - during a lesson
 - at the beginning and end of the unit across the unit

2.6 K-5 Professional Learning Price Proposal - Basic

Description	Item #	Price	Qty	Amount
KH IM.Kendallhunt.com Walkthrough	T41987	\$300		\$ -
IM K-5 Pilot Curriculum Overview for Teachers (Virtual)	T41992	\$1,500		\$ -
IM K-5 Establishing Instructional Routines; K-2 OR 3-5 (Virtual)	T41993	\$2,000		\$ -
IM K-5 Establishing Instructional Routines; K-2 AND 3-5 (Virtual)	T41996	\$4,000		\$ -
IM K-5 Establishing Instructional Routines; K-2 AND 3-5 (Onsite)	T41998	\$5,000		\$ -
IM K-5 Year 1 Basic Package - Teach & Learn (Virtual)	T41999	\$8,000	40	\$320,000.00
IM K-5 Year 1 Basic Package - Teach & Learn (Onsite)	T42000	\$10,000		\$ -
IM K-5 Year 1 Preferred Package (Virtual)	T42001	\$16,000		\$ -
IM K-5 Year 1 Preferred Package (Hybrid) - In-Person Launch + Virtual School Year Support	T42002	\$18,000		\$ -
IM K-5 Year 1 Preferred Package (Onsite)	T42003	\$20,000		\$ -
IM K-5 Year 1 Premium Package (Virtual)	T42004	\$24,000		\$ -
IM K-5 Year 1 Premium Package (Hybrid) - In-Person Launch + Virtual School Year Support	T42005	\$26,000		\$ -

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IM K-5 Year 1 Premium Package (Onsite)	T42006	\$30,000		\$ -
Modules for Teachers, Coaches, Math Leaders				
IM K-5 Year 1 Module K-2 OR 3-5 (Virtual) - See List of Modules	T42007	\$2,000		\$ -
IM K-5 Year 1 Module K-2 AND 3-5 (Virtual) - See list of Modules	T42008	\$4,000		\$ -
IM K-5 Year 1 Module K-2 AND 3-5 (Onsite) - See List of Modules	T42009	\$5,000		\$ -
* Fall Module: Planning with a Focus on Pedagogy				
* Winter Module: Planning with a Focus on Student Thinking				
* Spring Module: Planning with a Focus on Mathematical Progressions				
Workshops for Admins, Coaches, Teacher Leaders				
IM K-5 Year 1 Workshop (Virtual)	T42010	\$2,000		\$ -
IM K-5 Year 1 Workshop (Onsite)	T42011	\$5,000		\$ -
* Curriculum Overview for School Leaders - Pilot / Year 1				
* Supporting Teacher Learning for School Leaders - Pilot / Year 1				
IM K-5 Year 2 Basic Package - Teach & Respond (Virtual)	T42012	\$8,000		\$ -
IM K-5 Year 2 Basic Package - Teach & Respond (Onsite)	T42013	\$10,000		\$ -
IM K-5 Year 2 Preferred Package (Virtual)	T42014	\$20,000		\$ -
IM K-5 Year 2 Preferred Package (Hybrid) - In-Person Launch + Virtual School Year Support	T42015	\$220,000		\$ -
IM K-5 Year 2 Premium Package (Virtual)	T42016	\$26,000		\$ -
IM K-5 Year 2 Premium Package (Hybrid)	T42017	\$28,000		\$ -
IM K-5 Year 2 Workshop, 1 Grade Level (Virtual) - See List of Workshops	T42020	\$1,000		\$ -
IM K-5 Year 2 Workshop, K-2 OR 3-5 (Virtual) - See List of Workshops	T42025	\$30,000		\$ -
IM K-5 Year 2 Workshop, K-5 (Virtual) - See List of Workshops	T42026	\$6,000		\$ -
* <i>Monitoring & Questioning During an Activity</i>				
* <i>Selecting & Connecting Student Work During & After An Activity</i>				
All IM Professional Learning is conducted by an IM Certified Facilitator PL reservations will be secured through your Curriculum Consultant				\$ 320,000.00

Professional Development Price Proposal Grade 6-8

This quote is based on the number of 500 participants. IM Certified Professional events are limited to 25 participants each. At this time only virtual professional learning is offered by Illustrative Mathematics. Until such a time as in person sessions resume, all courses quoted are for virtual only. Please note that all of these courses will be available in-person when such a time comes.

List prices for a la carte events:

1 day in-person - \$5,000

Virtual module - \$2,000

Virtual unit overview - \$1,000

Virtual PLC - \$1,000

Premium & Preferred Package pricing 10% off List Price- A single purchase order received with more than 4 packages

Early bird pricing 20% off list price – Purchase Order Received for Learning no later than April 1, 2021

Bulk pricing 15% - Purchase Order received for more than 4 Packages

Early bird bulk pricing 25% - Purchase Order received for more than 4 Package no later than April 1, 2021

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K-8 Mathematics Instructional Materials

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Kendall Hunt Publishing
Grade K-8 Illustrative Mathematics
Price Proposal Page

IM Certified Professional events are limited to 25 participants each. At this time only virtual professional learning is offered by Illustrative Mathematics. Until such a time as in person sessions resume, all courses quoted are for virtual only. Please note that all of these courses will be available in-person when such a time comes.

Qty	Description	Hours	Item #	Price	Amount
24	IM 6-8 Math: Yr 1 Basic Package - Teaching & Learning with IM 6-8 Math Curriculum	8	T41024	\$8,000	\$192,000.00
	IM 6-8 Math: Yr 1 Basic Package - Teaching & Learning with IM 6-8 Math Curriculum with a Focus on ELL	8	T42035	\$8,000	\$ -
	IM 6-8 Math: Yr 1 Preferred Package (Implementation Training & 2 Workshops)	18	T42037	\$18,000	\$ -
	IM 6-8 Math: Yr 1 Premium Package	56	T42044	\$32,000	\$ -
	IM 6-8 Math: Unit Overviews, per grade and unit (priced per unit)	2	T41626	\$1,000	
	IM 6-12 Math: Observing & Supporting Problem-Based Learning; 6-8, 9-12, or 6-12	2	T42056	\$4,000	\$ -
	IM 6-12 MATH PILOT AND YEAR 0				\$ -
	IM 6-12 Math: Curriculum Overview for Teachers; 6-8, 9-12, or 6-12	2	T42027	\$1,500	\$ -
	IM 6-8 Pilot Unit Overview by Course, 1 unit	2	T41674	\$1,000	\$ -
	IM 6-8 Pilot Unit Overview by Course, 3 units	6	T42028	\$3,000	\$ -
	IM 6-8 Math: Establishing Instructional Routines	2	T42032	\$2,000	\$ -
	IM 6-12 MATH: YEAR ONE CURRICULUM LAUNCH				\$ -
	IM 6-12 Math: Introduction to Problem-Based Learning for Administrators; 6-12	2	T42050	\$4,000	\$ -
	IM 6-12 WORKSHOPS				\$ -
	Focus on Problem-Based Learning (Two 2-hr virtual modules)	4	T42059	\$4,000	\$ -
	Focus on English Learners I (One 2-hr virtual module and 1 2hr PLC)	4	T42060	\$4,000	\$ -
	Focus on English Learners II (One 2-hr virtual module and 1 2hr PLC)	4	T42060	\$4,000	\$ -
	Focus on Discourse & Mathematical Language I (Two 2-hr virtual modules)	4	T42060	\$4,000	\$ -
	Focus on Formative Assessment (Two 2-hr virtual modules)	4	T42060	\$4,000	\$ -
	Focus on Planning & Pacing (One 2-hr virtual module and 3 PLC sessions or One day)	5	T42060	\$5,000	\$ -
	Focus on Planning for Unfinished Learning (One 2-hr virtual module and 3 PLC sessions)	5	T42060	\$5,000	\$ -
All Professional Learning is conducted by an IM Certified Facilitator				TOTAL	\$192,000.00

EXHIBIT B**DATA SHARING AGREEMENT**

This Data Sharing Agreement ("Agreement") is entered into by and between **The Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education ("MNPS")** and **Kendall Hunt Publishing ("Recipient")**.

By agreeing to these Terms, MNPS authorizes Recipient to access, or receive from MNPS, Student Data and Information (SDI), consisting of Personal Identifiable Information (PII) and/or Data for the limited purpose of providing online access to digital K-8 mathematics instructional material ("Services").

In the course of providing Services to MNPS, Recipient agrees to protect all data including newly created data as outlined in this Agreement:

SDI includes but is not limited to:

- All Personally Identifiable Information ("PII") as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g and 34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§6501-6506 and 16 CFR Part 312), Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. §1232g and 34 CFR Part 98) and Student Online Personal Protection Act (SOPPA) (TN Code 49-1-708)
- All data that are descriptive of or could be used in combination with other data to identify a student or family member/guardian, including, but not limited to, information in the student's educational record, first and last name, home address, telephone/cell numbers, email address or other information that allows physical or online contact, social security number, student ID number and other identifiers, disciplinary records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, health records, behavioral records, disabilities, socioeconomic information, food purchases, political affiliations, religious information, email, text messages and other network/internet or cellular communications, documents, drawings artwork, biometric records, photos, video, voice recordings, handwriting, web search activity, computer/device identifiers and geolocation data.
- All data that are derived from, calculated with or linked to SDI by Recipient, and;
- All data related to students or their families / guardians that may be provided to Recipient by MNPS or an agent of MNPS, and;

De-identified SDI will have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or family member / guardian. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and school ID. Furthermore, Recipient agrees not to attempt to re-identify de-identified SDI and not to transfer de-identified SDI to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) Recipient gives prior notice to MNPS and MNPS provides prior written consent. Recipient may use de-identified SDI for internal product development and improvement, and research.

In the provision of the service to MNPS, Recipient is subject to and will comply with applicable laws and regulations, including but not limited to:

- **FERPA:** Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
- **COPPA:** Children's Online Privacy Protection Act, (15 U.S.C. §§ 6501–6506, 16 CFR Part 312)
- **PPRA:** Protection of Pupil Rights Amendment, (20 U.S. Code § 1232h, 34 CFR Part 98)
- **SOPPA:** Student Online Personal Protection Act (TN Code 49-1-708)

Recipient agrees to treat all SDI consistently, as covered by and in compliance with all of these laws and regulations as well as any new laws and regulations related to SDI.

1. OBLIGATIONS AND ACTIVITIES OF RECIPIENT

- A. Permitted Uses of MNPS Student Data and Information (“SDI”).** Recipient shall only use or disclose SDI as required to execute the services.
- B. No Marketing or Advertising.** Recipient is prohibited from using SDI to (a) market or advertise to students or families / guardians; (b) inform, influence or enable marketing, advertising or other commercial efforts by a third party; or (c) develop a profile of a student, family member / guardian or group, for any commercial purpose other than providing the Service to MNPS.
- C. Data Analysis and Mining.** Recipient is prohibited from analyzing or mining SDI for any purpose other than delivering the Services to MNPS under this Agreement, or improving the Service for MNPS. Analysis and mining of SDI to support marketing, advertising or other commercial ventures are prohibited.
- D. Data Sharing and Re-Disclosure.**
- Sub-Contractors:** MNPS understands that Recipient may rely on one or more sub-contractors to provide the Services under this Agreement. The Recipient may only provide SDI to the sub-contractor(s) if necessary for the furtherance of the services. Recipient is required to hold the sub-contractor(s) to the terms of this Agreement and is responsible for the activities of their sub-contractors.
 - Recipient will promptly notify MNPS if Recipient discloses SDI for any of the following reasons
 - Required to ensure legal and regulatory compliance.
 - In response to a judicial process in a court in the USA.
 - To protect the privacy of SDI, the safety of users or others, or the security of the Service.
- E. Safeguards.**
- Recipient shall provide MNPS with the name and contact information for a primary and alternate employee of Recipient who shall serve as the MNPS primary security contact. In the event of any unauthorized access to or disclosure of SDI, the designated contact shall immediately respond to any MNPS inquiries. Please provide contact information below:

Primary Contact

Name: Chris Reichling

Phone#: 563-589-1290

Email: creichling@kendallhunt.comAlternate Contact

Name: Brittni Sturm

Phone#: 563-589-1209

Email: bsturm@kendallhunt.com

- ii. The identity of all person(s) having access to the SDI will be documented and access will be logged.
- iii. Without limiting Recipient's obligations under this Agreement to keep SDI safe and confidential, Recipient shall implement reasonable administrative, physical, and technical infrastructure and procedural safeguards to protect and maintain the integrity, confidentiality and availability of SDI (including backups) that Recipient creates, receives, maintains, transports, or transmits on behalf of MNPS. Such safeguards shall be no less rigorous than current generally accepted industry best practices designed to secure and protect the integrity, confidentiality and availability of PII.
- iv. MNPS's SDI shall be stored, backed up and served only on hardware located physically within the United States.
- v. Recipient will assure that all data that is transmitted between MNPS's access points and the ultimate server, by Recipient or its disclosees, will use generally accepted industry best practices for secure data transmission.
- vi. Recipient agrees to mitigate any actual or potential harmful effects by following best practices such as but not limited to the following:
 - a. Have the capability to provide audit trails and or reports of MNPS user activity.
 - b. Any audit trails, MNPS user activity and system generated logs should be securely stored using industry best practices.
 - c. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with MNPS systems is not degraded or compromised.
 - d. Maintain a documented Business Continuity Disaster Recovery Plan following industry best practices.
 - e. Maintain physical access controls to on-premises data centers that store SDI.
 - f. Security criminal history screening of employees with access to SDI. Screening is to be conducted by a commercial background screening company, the name of which will be provided to MNPS upon request. If the criminal history records check indicates that any Recipient employee has been convicted in any jurisdiction of a sexual offense, a weapon-related offense, an offense against a child, an assaultive or violent offense, a burglary, a felony offense involving a controlled substance, an identity theft, fraud, or an attempt, conspiracy, or

solicitation to commit any of these offenses, such employee shall not be assigned to work under this Agreement.

F. Notice of Disclosure, Security Incident or Breach.

- i. Immediately upon becoming aware of any unauthorized disclosure, access or use of SDI, Recipient will take action to close and remediate the breach, determine the scope of the SDI that may have been disclosed, and notify MNPS with the reasons for or cause of the breach (if known), actions taken to close and mitigate the breach, and identification of the SDI that may have been compromised.
- ii. Immediately following Recipient's notification to MNPS of a security incident, breach, or loss of SDI, the parties shall coordinate with each other to investigate the matter. Recipient shall reasonably cooperate with MNPS in investigating the matter and assist MNPS with MNPS's notification obligations under any applicable notification laws. Recipient agrees to reasonably cooperate with MNPS in handling the incident, including, but not limited to:
 - a) Assisting with any investigation;
 - b) Facilitating interviews with Recipient's employees and others involved in the matter;
 - c) Making available all relevant records, logs, files, data reporting and other materials requested by MNPS;
 - d) Providing the tools and procedures designed to recapture stored SDI.
 - e) The date of the discovery of the security incident, breach, or loss of SDI.
- iii. Recipient shall provide the following information to MNPS as soon as possible but not later than five (5) business days of becoming aware of any unauthorized disclosure, access, use or loss of SDI:
 - a) The date of the discovery of the security incident, breach, or loss of SDI;
 - b) A description of the types of SDI that were involved;
 - c) Identification of each individual whose SDI has been, or is reasonably believed to have been compromised and any other details necessary to complete an assessment of the risk of harm to said individual(s).
- iv. Recipient shall provide MNPS prior review of all press releases and any communications to be sent to affected parties per T.C.A. 47-18-2107 which relates to the release of personal information.
- v. Recipient agrees to establish procedures to investigate the security incident, breach, or loss of SDI, to mitigate losses, and to install/implement such safeguards as are needed to protect against any future security incident, breach, or loss of SDI. Recipient agrees to provide a description of these procedures and the specific findings of the investigation to MNPS.

2. COMPLIANCE OF AGENTS

- A.** Recipient agrees to ensure that any agent, to whom it provides SDI created, received, maintained, transported or transmitted by Recipient on behalf of MNPS, agrees to the same terms of this Agreement.

- B.** For all employees or subcontractors who have access to SDI, during the term of each subcontractor or employee's employment by Recipient, Recipient shall at all times cause such subcontractor or employee to abide strictly by Recipient's obligations under this Agreement.
- 3. AUDIT.** Recipient shall make its internal practices, books, and records available, solely to the extent necessary to confirm Recipient's compliance with the terms of the Agreement. Such audits shall only occur upon reasonable prior written notice to Recipient, during the hours of the normal workday of Recipient and not more than once annually.
- 4. INSURANCE.** Recipient shall maintain, throughout the term of this Agreement, a Cyber/Privacy insurance policy providing the coverage for each occurrence as shown in the table below, based on the number of MNPS schools in which the Recipient will be providing service.

Coverage Type	Less than 25 Schools	25 or More Schools
Cyber/Privacy Insurance	\$1,000,000	\$2,000,000

Recipient must provide a certificate of insurance, in a form satisfactory to MNPS (e.g. standard ACORD), evidencing such coverages, and provide annual renewal certificates to MNPS throughout the term of this Agreement.

- 5. INDEMNITY.** Recipient shall indemnify and hold harmless MNPS, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of SDI or other breach of this Agreement by Recipient or any subcontractor or agent of the Recipient. To the fullest extent permitted by law, the Recipient shall indemnify and hold harmless MNPS and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from, or incidental to Recipient's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Recipient, approved disclosees or other persons employed or utilized by the Recipient in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Recipient. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Recipient to furnish the greatest amount of indemnification allowed under Tennessee law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Recipient shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

6. TERM, TERMINATION, AND RETURN OF SDI

A. Term. The Term of this Agreement shall be effective as of May 12, 2021 and end June 30, 2023. In no event shall the term of this Contract exceed five (5) years.

B. Termination for Convenience. MNPS may terminate this Agreement at any time upon thirty (30) days written notice to Recipient. A termination for convenience shall not be a breach of this Agreement by MNPS.

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

D. Obligations on Termination.

- i. Except as provided in subsection 6.D.ii., upon termination of this Agreement, for any reason, Recipient shall return or destroy, as determined by MNPS, all SDI received from MNPS, or created or received by Recipient on behalf of MNPS. This provision shall also apply to SDI that is in the possession of subcontractors, or agents of the Recipient. Recipient shall complete such return or destruction as promptly as possible. Notwithstanding the foregoing, it is acknowledged and agreed that Recipient's computer systems may automatically back up MNPS'S SDI and to the extent such backup procedures create copies of the SDI, the Recipient may retain such copies in its archival or backup computer system no later than one year from the date of termination. Recipient shall retain no copies of the SDI.
 - ii. In the event that Recipient determines that returning or destroying the SDI is infeasible, Recipient shall provide to MNPS notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of SDI is infeasible, Recipient shall cease and desist use of SDI. If MNPS determines that return or destruction of SDI is feasible, subparagraph 6.D.i. shall apply.
7. **Amendment.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
 8. **Obligations of MNPS:** MNPS shall notify Recipient of any changes in, or revocation of, permission by MNPS to use or disclose SDI, to the extent that such changes may affect Recipient's use or disclosure of SDI.
 9. **Changes to Policies or Terms of Service:** Recipient shall provide prompt notice in the event it makes material changes to its privacy policy.
 10. **Survival.** The respective rights and obligations of Recipient and MNPS shall survive the termination of this Agreement.
 11. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits MNPS and Recipient to comply with FERPA and any other applicable laws and regulations.
 12. **Not a Purchase Agreement:** Execution of this Agreement does not in any way obligate MNPS to purchase anything, nor does it imply that MNPS is authorized to purchase goods or services from Recipient.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2021

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

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

PRODUCER Cottingham & Butler Matt Murray 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: St. Paul Fire and Marine Insurance Company</td> <td style="text-align: center;">24767</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company</td> <td style="text-align: center;">25658</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of America	25674	INSURER B: St. Paul Fire and Marine Insurance Company	24767	INSURER C: The Travelers Indemnity Company	25658	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: The Travelers Indemnity Company	25658														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Kendall Hunt Publishing Co. 4050 Westmark Drive Dubuque IA 52002	WESENT1														

COVERAGES**CERTIFICATE NUMBER:** 1076413729**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-8052B713	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-6N972791	10/30/2020	10/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-14T24028	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-5K051065	10/30/2020	10/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Property			630-8052B713	10/30/2020	10/30/2021	Blanket 17,843,261

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #7511863

Metropolitan Nashville Public Schools is additional insured on the General Liability policy on a primary, non-contributory basis per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy. A 30 day notice of cancellation is provided by the insurance company to the certificate holder as outlined by the endorsement attached to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Metropolitan Nashville Public Schools
 2601 Bransford Avenue
 Nashville TN 37204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate Of Completion

Envelope Id: 4DF9C494168F411F8D35816F261605CC

Status: Completed

Subject: Kendall Hunt Publishing 7511863

Source Envelope:

Document Pages: 30

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 4

Kevin Edwards

AutoNav: Enabled

2601 Bransford Ave.

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kevin.Edwards@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Kevin Edwards

Location: DocuSign

4/21/2021 8:00:57 AM

Kevin.Edwards@mnps.org

Signer Events**Signature****Timestamp**

Jeff L. Gossage, C.P.M.

Jeff.Gossage@mnps.org

Director, Procurement Department

MNPS

Security Level: Email, Account Authentication
(None)

Sent: 4/21/2021 8:11:00 AM

Viewed: 4/21/2021 8:27:05 AM

Signed: 4/21/2021 8:27:18 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 96.4.9.1**Electronic Record and Signature Disclosure:**

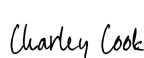
Not Offered via DocuSign

Charley Cook

ccook@kendallhunt.com

Kendall Hunt Vice President

Kendall Hunt Publishing Co

Security Level: Email, Account Authentication
(None)

Sent: 4/21/2021 8:27:21 AM

Viewed: 4/21/2021 10:45:06 AM

Signed: 4/21/2021 1:52:53 PM

Signature Adoption: Pre-selected Style
Using IP Address: 67.129.252.2**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kevin Knapp

Kevin.Knapp@mnps.org

Security Level: Email, Account Authentication
(None)

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Viewed: 4/21/2021 2:58:52 PM

Signed: 4/21/2021 2:59:11 PM

Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jessica Slayton

Jessica.Slayton@mnps.org

Security Level: Email, Account Authentication
(None)

Sent: 4/21/2021 2:59:14 PM

Viewed: 4/21/2021 3:35:36 PM

Signed: 4/21/2021 3:41:01 PM

Signature Adoption: Pre-selected Style
Using IP Address: 73.88.236.29**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Mason Bellamy mason.bellamy@mnps.org Chief Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 4/21/2021 3:41:06 PM Viewed: 4/21/2021 3:41:54 PM Signed: 4/21/2021 3:42:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Edwards kevin.edwards@mnps.org Contract Manager Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed Using IP Address: 96.4.9.1	Sent: 4/21/2021 3:42:14 PM Viewed: 5/12/2021 7:02:05 AM Signed: 5/12/2021 7:02:10 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	Sent: 5/12/2021 7:02:13 AM Viewed: 5/12/2021 8:56:01 AM Signed: 5/12/2021 8:56:10 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Christiane Buggs cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 5/12/2021 8:56:15 AM Viewed: 5/13/2021 10:20:02 AM Signed: 5/13/2021 10:20:15 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rose Wood rose.wood@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 5/13/2021 10:20:19 AM Viewed: 5/13/2021 3:21:14 PM Signed: 5/13/2021 3:21:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Crumbo kim.mcdoniel@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.251.136.11 Signed using mobile	Sent: 5/13/2021 3:21:28 PM Viewed: 5/14/2021 7:42:50 AM Signed: 5/14/2021 7:43:20 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 5/14/2021 7:43:25 AM Viewed: 5/14/2021 11:22:13 AM Signed: 5/14/2021 11:25:51 AM</p>
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Balogun Cobb</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/14/2021 11:25:55 AM Viewed: 5/14/2021 11:36:22 AM Signed: 5/14/2021 11:36:56 AM</p>
<p>Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Justin Marsh</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/14/2021 11:36:59 AM Viewed: 5/14/2021 12:11:19 PM Signed: 5/14/2021 12:33:07 PM</p>
<p>Elizabeth Waites Michelle.Bauder@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 5/14/2021 12:33:12 PM Viewed: 5/14/2021 1:01:06 PM Signed: 5/14/2021 1:01:18 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 5/14/2021 12:33:11 PM</p>
<p>Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 5/14/2021 1:01:21 PM</p>

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
David Williams David.Williams2@mnps.org Interim Chief Academic Officer Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:22 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jill Petty jill.petty@mnps.org Director of Secondary Humanities Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:23 PM
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Elizabeth Koppes EKoppes@kendallhunt.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:25 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jerilyn Hilse JHilse@kendallhunt.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:26 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Cynthia Dougherty Cynthia.Dougherty@mnps.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:27 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joshua Adcock Joshua.Adcock@mnps.org Joshua D. Adcock Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/14/2021 1:01:28 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/14/2021 1:01:06 PM
Signing Complete	Security Checked	5/14/2021 1:01:18 PM
Completed	Security Checked	5/14/2021 1:01:28 PM
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