

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE RENEWAL OF THE ASPEN STUDENT INFORMATION SYSTEM FROM FOLLETT SOFTWARE, LLC, UTILIZING THE STATE OF TN CONTRACT # NC 61797 AND AUTHORIZING THE MAYOR TO SIGN THE TASK ORDER AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THIS RESOLUTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE ORDER FOR THE SAME

WHEREAS, pursuant to TCA § 12-3-1201, Kingsport City Schools would like to renew the software for the Aspen Student Information System utilizing the State of TN Contract# NC 61797 with Follett Software, LLC; and

WHEREAS, the Aspen Student Information System is a platform used to help Kingsport City Schools manage student data, such as attendance and grades; and

WHEREAS, the total purchase cost is \$62,191.40; and

WHEREAS, funding is identified in School Technology GP account 141-7250-785.05-99.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the renewal of the Follett Aspen Student Information System from Follett Software, LLC, utilizing the State of TN Contract# NC 61797 is approved, and the City Manager is authorized to execute a purchase order for the same in the amount of \$62,191.40.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Task Order between Kingsport City Schools and Follett Software, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution, said agreement being as follows:

TASK ORDER
BETWEEN
KINGSPORT CITY SCHOOLS
and
FOLLETT SOFTWARE, LLC

This Task Order (TO), by and between the CITY OF KINGSPORT FOR ITS KINGSPORT CITY SCHOOL DISTRICT #822, hereinafter referred to as the "EA" and FOLLETT SOFTWARE, LLC, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 61797, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on JULY 1, 2025, and ending on JUNE 30, 2026, unless amended.

In no event shall the maximum liability of the EA under this TO exceed \$62,191.40 For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due to the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or materials/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	Amount (per compensable increment)
Student ADM	\$36,093.40
Hosting	\$3,683.00
Training Environment	\$2,500.00
Webinar Subscription	\$1,500.00
Online Registration	\$18,415.00

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

CITY OF KINGSPORT
FINANCE DEPARTMENT – ACCOUNTS PAYABLE
415 BROAD STREET
KINGSPORT, TN 37660
ap@kingsporttn.gov (invoice email)

CITY OF KINGSPORT FOR ITS KINGSPORT CITY SCHOOL DISTRICT #822, The EA may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with Contract

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this 16th day of September 2025.

PAUL W. MONTGOMERY, Mayor

ATTEST

ANGIE MARSHALL, Deputy City Recorder

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, City Attorney