ASHEVILLE CITY BOARD OF EDUCATION

REGULAR BOARD MEETING

Administrative Offices - Board Room

85 Mountain Street, Asheville, North Carolina

Monday, June 10, 2024, 5:00 PM

Board of Education Members:
George Sieburg, Board Chair
Amy Ray, Vice-Chair
James C. Carter, Member
Liza Kelly, Member
Rebecca Strimer, Member
Sarah Thornburg, Member
Jesse Warren, Member

Superintendent: Dr. Maggie Fehrman

The Vision of Asheville City Schools is to Empower and Engage every child to Learn, Discover, Thrive.

ASHEVILLE CITY BOARD OF EDUCATION REGULAR MEETING AGENDA

Information about Public Comments can be found below

Work, Regular, and Open Session Board Meetings will have a Spanish Speaking Interpreter

Page

1. REGULAR MEETING

1.1 CALL TO ORDER - Board Chair, George Sieburg

Equity Statement: In Asheville City Schools we are committed to equity and anti-racist policies for all students and staff to learn and thrive. We recognize that our positions come with power, responsibility, and public service for the entire ACS community. We will model our commitment to equity through our practices and decisions. During this meeting, we invite a pause if harm has taken place, a moment to name the harm, and space to practice repair.

1.2 QUORUM DETERMINATION - Board Chair, George Sieburg

1.3 PLEDGE OF ALLEGIANCE - Board Chair, George Sieburg

1.4 APPROVAL OF AGENDA - Board Chair, George Sieburg

Motion to approve the agenda as presented.

2. GOOD NEWS - Dr. Kim Dechant, Chief of Staff

ACS Good News Presentation 6.10.2024

3. PUBLIC COMMENTS - Board Chair, George Sieburg

Public Comment Guidelines

In-Person and Virtual Public Comment Guidelines can be found by clicking the link above.

The Board of Education greatly appreciates your interest in the Asheville City Schools (ACS) and we welcome your comments to the Board. Please be mindful of the following guidelines (per policy 2310):

Personnel and student matters are confidential and are therefore not appropriate for public comment. If you have a concern about an employee or a student matter, please contact or see the superintendent after the meeting.

3.1 In Person Public Comment

3.2 Virtual Public Comments

4. CONSENT ITEMS - Board Chair, George Sieburg

Consent Action

4.1 Draft Minutes

UPDATED WORK SESSION - Mar 04 2024 - Minutes

SPECIAL CALLED OPEN MEETING SESSION - May 06 2024 - Minutes

Closed Session Minutes May 6, 2024

REGULAR MEETING - May 13 2024 - Minutes

4.2 Student Releases to Buncombe County 2023-2024 - Dr. Kim Dechant, Chief of Staff

Consent

4.3 School Nutrition Procurement Plan -Heidi Kerns, Chief Financial Officer 6 - 35

Consent

3_procurement_pln_templ_3.1.19.docx

4.4 Chartwells Contract Addendum -Heidi Kerns, Chief Financial Officer 36 - 76

Consent

Asheville City Schls - 2024 AMD 2 (signed) (1).pdf

ACS Revised 2024-25 CPME.pdf

March 2024 CPI Report.pdf

4.5 Budget Amendment Summary and Expenditure Report - Heidi Kerns, Chief Financial Officer 77 - 79
Consent

Budget Amendment Summary - June.pdf

2023-2024 Budget and Expenditure Report 06-03-24.pdf

4.6 PCard Overview and Draft Contract - Heidi Kerns, Chief Financial Officer 80 - 98
Consent

PCard Proposal and Summary 6-24.docx

Asheville City Schools MSA.pdf

4.7 Mountain Professionals - Driver's Education, Heidi Kerns, CFO
Consent

4.8 Transportation Request for 2024 Summer Programming - Melissa Hedt, Executive Director of Community Partnerships
Consent

Transportation Request for 2024 Summer Programming

4.9 Chromebook Purchase - Matt Whiteside, Director of Instructional Technology and Media Services 99
Consent

June 24 Chromebook purchase memo to board.pdf

4.10 Copier Proposal/Contract - Matt Whiteside, Director of Instructional Technology and Media Services 100 - 109
Consent

Asheville City Board Of Education - Image Solutions Managed Print Agreement - 5-1-2024.pdf

4.11 Asheville Police Department - April Dockery, Executive Director of Operations
Consent

4.12 Budd Group - April Dockery, Executive Director of Operations
Consent

4.13 Furnish My Place LLC -April Dockery, Executive Director of Operations
Consent

4.14 Policies Second/Final Read - Dr. Dechant, Chief of Staff
Consent

8100 Budget Planning and Adoption

3610 Counseling Program

Information Only:

4135P Tuition for Discretionary Out-of-District Students

4.15 Personnel Report # 10

Motion to approve the Consent Items as presented.

5. ACTION ITEMS - Board Chair, George Sieburg

5.1 Bountiful Cities/FEAST - Melissa Hedt, Executive Director of Community Partnerships 110 - 118
SIGNED Copy of FEAST - Elem. Summer Program Independent Contractor Agreement (IC) rev June 3, 2024.pdf

5.2 Bacoate Trail Easement- Dr. Fehrman 119 - 125
Action

Draft Ex A-Bacoate BranchTrail TCE and PE proposed unpaved trail 3-26-24.pdf

Draft Ex B-ACS Resolution Recommending Bacoate Branch Easement Final 4-15-24.docx.pdf

Final City Draft Trail Easement-ACS-Buncombe County 5-22-24.docx

5.3 Theory of Action
ACS TOA (May 2024)

6. SUPERINTENDENT'S REPORT

7. BOARD CHAIR REPORT

8. ANNOUNCEMENTS/FUTURE MEETINGS - Board Chair, George Sieburg

Special Called Open Meeting Time-TBD

Thursday, June 27, 2024

Administrative Offices - Board Room

Work Session Meeting

Monday, August 5, 2024

Administrative Offices - Board Room

Regular Meeting

Monday, August 12, 2024

Administrative Offices - Board Room

9. ADJOURNMENT - Board Chair, George Sieburg

Motion to adjourn the meeting.

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ASHEVILLE CITY SCHOOLS Learn. Discover. Thrive.

ASHEVILLE CITY SCHOOLS
PROCUREMENT PLAN
SCHOOL NUTRITION PROGRAM

The procurement plan described on the following pages (pages 1 through 30) was adopted by the Asheville City Schools Board of Education (BOE) and will be implemented effective June 10, 2024 and from that date forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond so solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The BOE shall award contracts responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOE will restrict awards, sub-awards and contracts with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict of interest policy. Adherence with the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

_____ _____
Chair, Board of Education Date

_____ _____
Superintendent of Schools Date

(**Rev. 2-2024**)

ASHEVILLE CITY SCHOOLS
PROCUREMENT PLAN

The Asheville City Schools (hereinafter referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the School Nutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.

1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.

2. Conflicts of interest arise when one of the following has a financial or other interest in the contractor selected for the award:

   a. Any employee, officer or agent of the contractor;
   b. Any member of the immediate family of the contractor;
   c. The contractor's partner; and/or
   d. An organization which employs or is about to employ one of the above.

3. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (*Note: the SFA may establish local policy indicating School Nutrition personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant and the event is open to all attendees or participants.)

4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:

   a. Reprimand by Board of Education; or
   b. Dismissal by Board of Education; or
   c. Any legal action necessary.

B. The Asheville City Schools Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf the non-profit School Food Authority (SFA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of $90,000.00 or the SFA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of $90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than $10,000.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement, is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements which the contractor must fulfill and any other factors that will be considered when evaluating quotes, bids, or proposals.

A. Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of $90,000.00, whichever is less.

The SFA's Simplified Acquisition Threshold is ($90,000); this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

___X___ Centralized or administrative office purchase
_____ Individual school purchase
_____ Multi-School systems purchases
_____ Previously competitively-procured State contract, provided Uniform Grants Guidance is included in the terms and conditions of SFA's solicitation/contract
_____ Combination of above (specify):
_____Other_____

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more than products and services above the SFA's Simplified Acquisition Threshold of $90,000 in goods and services using School Nutrition funds, it will be the responsibility of Director of School Nutrition to document the specific cost of a procurement to determine and document which formal procurement method will be used and the justification for doing so.

The Director of School Nutrition will perform a cost analysis for every procurement action in excess the SFA's small purchase threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

1. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agency's (LEA) simplified acquisition (or small purchase) threshold of $90,000. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and

bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the (Asheville Citizen Times and/or Charlotte Observer, Asheville City Schools and/or School Nutrition Website, North Carolina's IPS website) to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for two consecutive Sundays.

2. In an IFB or RFP*,* each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications.

3. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:

   a. Prior acceptable service with the SFA
   b. Prior acceptable service with other NC SFA
   c. Best value procurement through RFP___

   Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

4. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by Director of School Nutrition. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.

5. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:

   a. Intent of the procurement activity
   b. Contract period
   c. SFA is responsible for all contracts awarded (statement)
   d. Date, time and location of pre-bid or pre-proposal meeting (if any)
   e. Date, time and location of bid opening and bid/proposal submission procedures with SFA contact information
   f. How the vendor is to be informed of bid/proposal acceptance or rejection
   g. Type of contract (i.e. fixed price with firm price for delivery, etc.)

h. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
i. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA
j. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
k. Statement regarding any contract extension or “rollover” options based upon the mutual agreement of both parties
l. Statement concerning any intent for piggybacking should a reasonable need emerge
m. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA’s non-profit School Nutrition account
n. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
o. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over $10,000.00
p. Non-collusion statement
q. Assurance of ethical practices statement
r. Bid/proposal protest procedures
s. Provision requiring compliance with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over $10,000.00
t. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
u. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
v. Statement of assurance of protection under Civil Rights laws
w. Provision requiring access by duly authorized representatives of the SFA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
x. Method of payment (invoices, statements, etc.)
y. Method of shipment or delivery upon contract award
z. Delivery schedule and delivery requirements
aa. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
bb. Bid/proposal Certification form
cc. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition

dd. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
ee. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
ff. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
gg. All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
hh. Signed Certificate of Lobbying for all contracts over $100,000.00
ii. Signed Statement of non-collusion
jj. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
kk. Provision requiring "Buy American" as outlined in Policy Memorandum 210.21-14; specific instructions for prior approval of any and all of non-domestic products
ll. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
mm. Provision requiring the Contractor to abide with the Iran Divestment Act of 2015 (as modified).

6. The Director of School Nutrition will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. This person will also be responsible for receiving and securing all bids, proposals, quotes and other collateral documents if indicated as part of the solicitation process.

7. The Director of School Nutrition will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.

8. The following criteria will be used to award contracts (based on bids or proposals):

   a. In accordance with 2 CFR 200.320 (b)(2), a firm fixed-price contract that yields a maximum allowable cost (based on a fixed-price per meal equivalent and a fixed-price per meal equivalent for management services) will be awarded to the FSMC whose proposal is most advantageous to the SFA, with price and other factors considered in the evaluation process.

b. The contract will be awarded to the most responsive, responsible contractor whose proposal reflects the priorities, as reflected in the evaluation criterion, established by the BOE herein.

9. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.

10. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA and/or LEA or appropriate governing body.

11. The Director of School Nutrition is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.

12. The Director of School Nutrition will annually review the SFA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.

13. The Director of School Nutrition will be responsible for documentation that the actual product(s) or service(s) specified are received.

14. Any time a previously agreed-upon item is not available, the Director of School Nutrition will review, select and approve the acceptable alternate. The contractor must inform Director of School Nutrition no later than 1 day before delivery that a product is not available and that a substitute item may be considered. The Director of School Nutrition shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the Director of School Nutrition. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product from the School Nutrition Administrator. The Director of School Nutrition will oversee compliance with the *Buy American Provision*.

15. Full documentation as to the reason an accepted item was unavailable, and to

the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is Director of School Nutrition.

16. The Director of School Nutrition will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.

17. When appropriate and approved by Director of School Nutrition, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

B. Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of $90,000 or the Federal micro-purchasing threshold of $10,000, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.

2. When using a RFQ, the following procedures will apply:

   a. Clearly written specifications will be prepared and provided to the each potential vendor; the SFA's approved terms and conditions will also be provided to each potential vendor.

   b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.

   c. The Director of School Nutrition will be responsible for communicating with potential vendors when price quotes are required.

   d. Price quotes will receive appropriate confidentiality before awarding a contract.

   e. Quotes will be awarded by Director of School Nutrition. Quotes awarded will be to the lowest and best quote based upon quality, service, availability and/or price.

   f. The Director of School Nutrition will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.

   g. The Director of School Nutrition will be responsible for documentation

that the actual product(s) or service(s) specified is received.

h. Any time an accepted item is not available, the Director of School Nutrition will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

i. Bids will be awarded on the following criteria:

1. Price
2. Quality
3. Service

j. The Director of School Nutrition is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.

k. Quotes from an adequate number of qualified sources will be obtained. Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.

l. When appropriate and approved by Director of School Nutrition, the SFA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

3. When using MPP, the following will apply:

a. The Director of School Nutrition will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) $10,000, a micro-purchasing procedure may be utilized. In so doing, the Director of School Nutrition will be responsible to ensure that, under no condition, will purchases be sub-divided into amounts of $10,000 or less in order to circumvent the formal and informal purchasing requirements.

b. Purchase orders may be solicited without quotes if the Director of School Nutrition determines such practice is consistent with micro-purchasing regulations and consistent with the SFA's written Procurement Plan.

c. The Director of School Nutrition may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to $10,000 in a single transaction, without obtaining competitive quotes as long as the Director of School Nutrition determines the price to be reasonable.

d. The Director of School Nutrition shall ensure competition is achieved by

distributing purchase transactions equitably among qualified sources where the price is reasonable. The Director of School Nutrition will document all micro-purchases on a *Micro-purchase Tracking Form*.

e. For purposes of micro-purchasing, a transaction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit."

f. The Director of School Nutrition agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:

1. Rationale for using micro-purchasing;
2. Estimated cost of the item/service to be procured (indicating a one-time purchase of $10,000 or less);
3. Name and address of the vendor;
4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
5. All micro-purchases were approved by the Director of School Nutrition prior to the initiation of a single micro-purchase.

g. The Director of School Nutrition will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.

h. The Director of School Nutrition will be responsible for documentation that the actual product or service as specified or required was purchased and received.

C. Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the SFA.

2. The Director of School Nutrition will be responsible to prepare and

issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.

3. The Director of School Nutrition determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.

4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.

5. Director of School Nutrition will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.

6. Sole source procurement may be used for one-time purchases of a new food for product testing for which there is no brand equivalent in order to obtain product samples for conducting student taste acceptance. A record of non-competitive negotiation purchase shall be maintained by the Director of School Nutrition. The record of non-competitive purchases shall include, at a minimum, the following:

   a. Item name
   b. Dollar amount
   c. Vendor name and address, and
   d. Written justification for non-competitive procurement

7. The Director of School Nutrition or designee will be responsible for documentation that the actual product or service specified was received.

D. Emergency or "Pressing Need" Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or SFA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the Director of School Nutrition. The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the Director of School Nutrition and Chief Financial Officer. At a minimum, the following emergency procurement procedures shall be documented:

   a. Reason for the emergency
   b. Good or service required
   c. Cost (all costs to be included, shipping, installation, warranty, etc.)
   d. Vendor name and address
   e. Approval of the LEA official, if required.

2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of "piggybacking" on the solicitation of another SFA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:

   a. The SFA that originated the solicitation must have included a "piggyback provision" in the original solicitation;
   b. Documentation that a "pressing need" exists that requires piggybacking on another SFA's bid will be obtained;
   c. Approval from the SFA's governing board will be obtained and documented;
   d. Approval from the SFA that originated the IFB will be obtained and documented;
   e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
   f. A public notice of the district's *"Intent to Waive Competitive Bidding"* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
   g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
   h. Notification to the vendor of final approval will be issued; and
   i. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA's elected Board of Directors. The original signed agreement between the SFA and the NCPA shall remain on file in the office of the School Nutrition Administrator. (Note: If the SFA does not participate in the NCPA, this paragraph may be deleted.)

If the SFA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the SFA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

N/A

Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:

   a. The FSMC will evaluate new products
   b. The FSMC will conduct taste tests among student population

2. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)

3. Specifications will be updated by Director of School Nutrition as products change.

4. If a product or service is not received as specified, the following procedure will be implemented:

   a. If the FSMC is not providing the service specified in the RFP, the SFA shall have the right to pursue any and all available remedies against FSMC, including, but not limited to, administrative, contractual and legal remedies. (See 7 CFR 210.16(b)(2).)
   b. The SFA shall have the right to seek all sanctions and penalties as may be appropriate.
   c. The remedies set forth in the RFP shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies.

5. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:

   a. N/A
   b. _____
   c. _____

6. Director of School Nutrition will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:

   a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Nutrition Account. All rebate

checks must be made payable to the SFA's School Nutrition account.
b. Document the deposit of all rebates into the non-profit School Nutrition account.

7. The SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.

8. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The SFA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

a. Written rationale for the method of procurement;
b. A copy of the original solicitation;
c. The selection of contract type;
d. The bidding and negotiation history and working papers;
e. The basis for contractor selection; and/or rejection
f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
g. The basis for award where cost or price is not the primary factor for the decision;
h. The terms and conditions of the contract;
i. Any and all contract amendments or modifications;
j. Billing and payment records;
k. Any history of any contractor claims; and
l. Any history of any contractor breaches.

The SFA will complete the most current *School Nutrition Procurement Checklist* for all purchases using School Nutrition funds. The checklist should remain on file with the district's procurement documents as an indicator the SFA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

A. All contractors must agree to abide with the terms and conditions of the Jessica

Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

B. The SFA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.

C. The SFA and its contractors shall 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 CFR part 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.

D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Asheville City Schools property or at Asheville City Schools events. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Asheville City Schools reserves the right to prohibit any individual employee of the vendor from providing services on Asheville City Schools property or at Asheville City Schools events if Asheville City Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

E. All contractors must agree to abide with the IRAN DIVESTMENT ACT CERTIFICATION. N.C.G.S. 147-86.59 which requires:

1. Certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required when a bid is submitted; contract is entered into and when a contract is renewed:

   - When a bid is submitted
   - When a contract is entered into (if the certification was not already made when the vendor made its bid)
   - When a contract is renewed or assigned

2. Contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

   The Iran Divestment Act of 2015 may be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6E.pdf ** The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.

b. Should the Asheville City Schools BOD determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.

c. Should the Asheville City Schools BOE determine it is in the best interest of the SFA to seek a for-profit Management Company to operate its non-profit School Nutrition Program, the Asheville City Schools shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOE/BOD further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

Part VII: Contract Oversight

A. The Director of School Nutrition shall designate an individual by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverable are adhered to in a manner that is consistent with the contract.

B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.

C. The SFA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School Nutrition funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the SFA of any contractual responsibilities under its contracts.

D. It is understood by the SFA and LEA that the neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will not substitute their judgment for that of the SFA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A
Code of Ethics and/or Conflict of Interest Policy of the Asheville City Schools Board of Education

Policy 6401/9100 Ethics and the Purchasing Function

The board is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities.

A. Standards of Conduct

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in policies 7730, Employee Conflict of Interest, and 8305, Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.

2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and policy 7730, Employee Conflict of Interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305, Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.

6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify

them from performing any aspect of their job responsibilities.

7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value ($50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of $100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes, but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to:

a. acquire a financial interest in any property, transaction, or enterprise;

b. gain a financial benefit that may be affected by the information or contemplated action; or

c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

B. Training

The superintendent or designee shall ensure that all affected employees are aware of board policy requirements and applicable laws.

As described in policy 7730, Employee Conflict of Interest, employees who are involved in the making or administering of contracts shall receive conflicts of interest training that includes position-specific education on conflicts of interest and ethical standards of conduct.

C. Violations

Any individual aware of any violation of this policy, policy 2121, Board Member Conflict of Interest, policy 7730, Employee Conflict of Interest, the conflict of interest provisions of policy 8305, Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280, Prohibition Against Retaliation. Employees who violate this policy, policy 2121, policy 7730, or the conflict of interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 115C-335.15; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

Cross References: Prohibition Against Retaliation (policy 1760/7280), Board Member Conflict of Interest (policy 2121), Bidders' List (policy 6441/9121), Employee Conflict of Interest (policy 7730), Federal Grant Administration (policy 8305)

Adopted: May 11, 1998

Revised: June 21, 2021

March 11, 2024

Asheville City Board of Education Policy Manual

Policy 7730 Employee Conflict of Interest

Employees are expected to avoid engaging in any conduct that creates or gives the appearance to the public of creating a conflict of interest with their job responsibilities. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts with duties and responsibilities in the school system. Although conflicts of interest are not limited to those described in this policy, at a minimum employees must comply with the board directives established below. In addition, employees engaged directly or indirectly in the school system's procurement, purchasing, and/or contracting process must comply with policy 6401/9100, Ethics and the Purchasing Function.

A. Contracts with the Board

An employee shall not do any of the following:

1. obtain a direct benefit from a contract that he or she is involved in making or administering on behalf of the board, unless an exception is allowed pursuant to G.S. 14-234 or other law;

2. participate in the selection, award, or administration of a contract supported in whole or in part by federal funds if the employee has a real or apparent conflict of interest as described in policy 8305, Federal Grant Administration;

3. influence or attempt to influence anyone who is involved in making or administering a contract on behalf of the board when the employee will obtain a direct benefit from the contract; or

4. solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the board.

An employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to interpret or make decisions regarding the contract. An employee is involved in making a contract if he or she participates in the development of specifications or terms of the contract or participates in the preparation or award of the contract.

An employee derives a direct benefit from a contract if the employee or his or her spouse does any of the following: (1) has more than a 10 percent ownership or other interest in an entity that is a party to the contract; (2) derives any income or commission directly from the contract; or (3) acquires property under the contract. An exception is allowed for employment contracts between the board and the spouse of the superintendent if approved by the board in an open session meeting in accordance with the requirements of state law and subsection D.2 of policy 7100, Recruitment and Selection of Personnel.

B. Misuse of Information

An employee shall not do any of the following:

1. use information, which was learned in the employee's role as an employee and which has not been made public, to acquire a financial interest or gain a financial benefit, or to intentionally help another do so; or

2. acquire or gain, or intentionally help another person to acquire or gain, a financial interest or benefit in contemplation of official action by the employee or the school system.

C. Non-School Employment

The board recognizes that some employees may pursue additional compensation on their own time. Any such employee shall not engage in the following:

1. non-school employment that adversely affects the employee's availability or effectiveness in fulfilling job responsibilities;

2. work of any type in which the sources of information concerning customer, client, or employer originate from any information obtained through the school system;

3. work of any type that materially and negatively affects the educational program of the school system;

4. any type of private business using system facilities, equipment, or materials, unless prior approval is provided by the superintendent; or

5. any type of private business during school time or on school property, unless prior approval is provided by the superintendent.

The superintendent may grant prior approval for work performed under subsections C.4 and C.5 above if such work enhances the employee's professional ability or professional growth for school-related work. The superintendent may establish reporting procedures that require employees to notify the school system of any non-school employment.

Except as otherwise provided in the superintendent's contract, the superintendent is subject to the provisions of this section on non-school employment and shall seek prior approval from the board before engaging in consulting or other employment activities outside the school system. The board expects the superintendent to comply with all sections of this policy and all state and federal laws regarding conflicts of interest in his or her position as superintendent.

D. Receipt of Gifts

No employee may solicit or accept any gifts from any potential or current provider of E-rate services or products in violation of federal E-rate program gifting rules.

No employee may solicit or accept trips, meals, favors, or other gifts or items of monetary value from any other person or group desiring to do or doing business with the school system, unless such gifts are of nominal value ($50 or less) and (1) are instructional products or advertising items that are widely distributed; (2) are honorariums for participating in a meeting; (3) are meals served at a banquet; or (4) are approved for receipt by the superintendent or designee. These exceptions for gifts of nominal value do not apply to employees involved in purchasing and procurement activities except as provided in policies 6401/9100, Ethics and the Purchasing Function, and 8305, Federal Grant Administration, and applicable state and federal law.

E. Training

The superintendent or designee shall ensure that all personnel are aware of the requirements of this policy and applicable conflict of interest laws.

As required by G.S. 115C-335.15, employees who are involved in the making or administering of contracts shall receive conflicts of interest training that includes position-specific education on conflicts of interest and ethical standards of conduct. The training must be provided by qualified sources approved by the board.

F. Violations

Any individual aware of any violation of this policy, policy 2121, Board Member Conflict of Interest, policy 6401/9100, Ethics and the Purchasing Function, the conflict of interest provisions of policy 8305, Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280, Prohibition Against Retaliation. Employees who violate this policy,

policy 6401/9100, or the conflict of interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c)(1); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; 115C-47(17a), -47(18), -335.15; 133-32; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

Cross References: Prohibition Against Retaliation (policy 1760/7280), Board Member Conflict of Interest (policy 2121), Ethics and the Purchasing Function (policy 6401/9100), Recruitment and Selection of Personnel (policy 7100), Federal Grant Administration (policy 8305)

Adopted: June 15, 1998

Revised: September 14, 1998

June 6, 2011

March 16, 2020

March 11, 2024

Asheville City Board of Education Policy Manual

Attachment B

Specific Procurement Procedures for the purchase of all goods and services by the SFA.

(Note: The contents of this table must be completed by the SFA; this table is only a sample and should be modified to reflect the actual procedures of the SFA prior to obtaining BOE or BOD approval. This table is not all-inclusive and the SFA may be required to add additional areas if they are not reflected in the table; likewise, any area that does not reflect the actual purchase of the SFA should be removed from the table prior to obtaining BOE or BOE approval.)

Category of Items to be Purchased	Procurement Method to be Used	Method of Award (line item, bottom line, market basket etc.)	Frequency of Purchase
FSMC Contract	RFP	Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee	Annually with option to renew based on mutual agreement of both parties
Office Supplies	Request for Quote (informal)	Bottom Line	As needed
Food and Non-Food Supplies (over small purchase threshold)	Invitation for Bid (IFB) (formal)	Line Item	Annually
Food and Non-Food Supplies (under small purchase threshold)	Request for Quote (informal)	Bottom line	Semi-Annually or as needed
Produce	Invitation for Bid (formal)	Market Basket	Weekly, quarterly or as needed
Bread/Dairy	Invitation for Bid	Line Item	Annually
Locally grown produce (limited quantities)	Request for Quote	Bottom Line	As needed
Chemicals for Cleaning (over small purchase threshold)	Invitation for Bid	Bottom Line	Annually
Chemicals for Cleaning (under small purchase threshold)	Request for Quote	Bottom Line	Semi-Annually or as needed
Chemicals for Cleaning (over small purchase threshold)	Invitation for Bid	Line Item	Annually with option to renew based on mutual agreement of both parties
Commodity Processing	IFB	Line Item	Annually or as needed

Computer Hardware	**RFQ or IFB (based on district's small purchase threshold)**	**Bottom Line**	**Every five years or as often as needed**
Technology Service and Support	**RFQ or IFB (based on district's small purchase threshold) OR Sole Source which must be approved, in advance, by the State agency**	**Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee**	**Annually or as often as required for operations/maintenance contract or license**
Consultant Services	**RFQ or IFB (based on district's small purchase threshold OR Sole Source which must be approved in advance by the State agency**	**Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee**	**Annually or as often as needed for professional support and consultation**
Hood Cleaning	**IFB**	**Bottom Line**	**Annually, with option to renew based on mutual agreement of both parties**
Equipment Replacement Parts	**Micro-purchasing procedures if a one-time purchase of less than $10,000**		**As needed**
Smart Snack-compliant vending			
Equipment Repair			
Uniforms	**Micro-purchasing procedures if a one-time purchase of less than $10,000; if purchase is greater than micro-purchase level and less than small purchase**	**Lowest price submitted by the most responsive, responsible bidder (IFB) OR scored evaluations if using a RFP**	**Annually or as needed**

	threshold, use RFQ. If purchase exceeds small purchase threshold, use IFB if award will be based on cost only; use RFP if other factors will be considered when awarding the Contract (NOTE: cost must be a predominate factor in the evaluation criteria)		

Note: All categories of purchases used by the SFA must be included in the table shown above.

Attachment C
Procurement Checklist

Goods/Services to be procured: _____

Procurement date: _____

Person overseeing procurement process: _____

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.

Procurement Plan:

_____ Written procurement plan
_____ Authorized purchaser(s) specified
_____ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
_____ Advertising procedures
_____ Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
_____ Vendor notification of award/non-award of contract
_____ Code of ethics/conflict of interest policy
_____ Instructions for documentation and record-keeping
_____ Assignment for Contract oversight
_____ Assurance of compliance with all Federal procurement policies
_____ Assurance of compliance with all State procurement policies
_____ Other local requirements

Procurement Procedures:

_____ Letter of invitation
_____ Intent of procurement activity
_____ Contract time-period
_____ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
_____ Pre-bid/proposal meeting date/time/location (if applicable)
_____ Bid opening date/time/location; Proposal opening procedures
_____ Contact information
_____ Civil Rights Statement
_____ Other local requirements

Terms and Conditions:

_____ Certification regarding disclosure of lobbying ($100,000+)
_____ Debarment/suspension certification form ($25,000+)
_____ Non-collusion statement
_____ Assurance of ethical practices

Procurement Checklist (continued)

_____ Escalation/de-escalation clause
_____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
_____ Contract Extension or "roll-over" clause if warranted
_____ Buy American statement and instructions
_____ Bid/proposal protest procedures
_____ Remedy for non-performance/termination of contract
_____ HUB statement to involve minority business where possible
_____ "Equal Employment Opportunity" compliance statement ($10,000+)
_____ Energy Policy and Conservation Act statement
_____ Clean Air/Water Act statement ($100,000+)
_____ Civil Rights Act statement
_____ Jessica Lunsford Act requirements
_____ Return of Discounts, Credits and Rebates to SFA statement
_____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
_____ Method of shipment/delivery requirements
_____ Method of payment, invoices, statements, etc.
_____ Purchase instrument to be used and how vendor will receive purchase orders
_____ Compliance with Jessica Lunsford Act
_____ Bid certification form
_____ Other State or local requirements
_____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
_____ Product specifications (approved brand and/or equivalent)
_____ Quantity
_____ Quality
_____ Packaging
_____ Pricing (unit and extended)
_____ Procedure for documenting/pre-approving any substitutions and/or deviations
_____ Other local requirements

Documentation and Records:

_____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
_____ Comparison charts and to document procurement decisions and contract awards
_____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
_____ Copies of contract award/non-award letters
_____ Copies of advertisements for solicitation of good/services
_____ Determination/document of correct procurement method used
_____ Evaluation of escalation/de-escalation clause
_____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

_____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document

_____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the SFA by the contractor

_____ Evaluation of whether procurement methods/activities are consistent with the SFA's Approved written procurement plan

_____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained

_____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means *of piggybacking* onto another SFA's solicitation document

_____ Invoices/payments for items purchased with school nutrition funds

_____ Documentation of any contractor performance or breach of contract from vendors

_____ Provision requiring the Contractor to abide with the Iran Divestment Act of 2015.

_____ Other local requirements

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1) mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
2) fax: (202) 690-7442; or
3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Asheville City Board of Education
Compass Group USA, Inc. 2024-25 Food Services
Contract Amendment #2
(2024-25 Food Service Agreement)

This Contract Amendment #2 (the "Amendment" or "Amendment #2") is hereby entered into this ____day of May, 2024 by and between the Asheville City Board of Education (the "School Food Authority" or "SFA") and Compass Group USA, Inc., by and through its Chartwells Division (the "Food Service Management Company" or "FSMC").

WHEREAS, the SFA issued a *"Request for Proposal and Contract"* for Asheville City Schools, School Nutrition Services, labeled as RFP #148-SN-024 (the "RFP") for a period beginning July 1, 2023 and ending June 30, 2024 (the "initial contract period") and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and FSMC;

WHEREAS, the FSMC responded to the RFP through the submission of a Proposal on or about on May 24, 2023 (the "Proposal");

WHEREAS, the SFA found that the Proposal would be the most advantageous to the SFA if reduced to a firm fixed-price contract, and authorized final negotiations;

WHEREAS, SFA and FSMC completed final negotiations and memorialized their agreement as set forth in a Contract Addendum dated July 1, 2023, incorporated by reference as if fully set forth;

WHEREAS, SFA and FSMC have executed one (1) amendment dated October 9, 2023 to the agreement which is hereby incorporated by reference and remain in full force and effect pursuant to the specific terms and conditions not inconsistent herewith (hereafter "the Agreement"); and

NOW THEREFORE, the SFA and FSMC wish to amend the Agreement as follows:

1. The Agreement between SFA and FSMC is hereby renewed effective from July 1, 2024 to June 30, 2025 except as modified herein.

2. For the contract period specified above, the "Maximum Allowable Charge Per Meal Equivalent" shall be $2.5008.

3. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control. All other terms and conditions of the Agreement shall remain the same.

All terms herein are subject to the condition subsequent of approval by the North Carolina

Department of Public Instruction, Child Nutrition, Chief (the "NCDPI").

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers.

ASHEVILLE CITY BOARD OF EDUCATION

By:_____ _____
George Sieburg, Board Chair Date

ATTEST:

By:_____ _____
Dr. Maggie Fehrman, Superintendent of Schools Date

COMPASS GROUP USA, INC., BY AND THROUGH ITS CHARTWELLS DIVISION

By:_____ 5/20/2024
Amy Shaffer, CEO, Chartwells K12 Date

ATTEST:

By:_____ 5/20/2024
Signature and Title Date

This Agreement has been approved as required by the School Budget and Fiscal Control Act.

_____ _____
Finance Officer Date

Asheville City Schools
2024-25 Rate & Adjustments

2023-24 Fixed Cost Per Meal Equivalent		$	2.40000
CPI Food Away from Home March 2024	4.2%	$	0.1008
2023-24 CPME + CPI increase		$	2.50080
2024-2025 CPME		$	2.5008

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Wednesday, April 10, 2024

USDL-24-0653

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – MARCH 2024

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.4 percent in March on a seasonally adjusted basis, the same increase as in February, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.5 percent before seasonal adjustment.

The index for shelter rose in March, as did the index for gasoline. Combined, these two indexes contributed over half of the monthly increase in the index for all items. The energy index rose 1.1 percent over the month. The food index rose 0.1 percent in March. The food at home index was unchanged, while the food away from home index rose 0.3 percent over the month.

The index for all items less food and energy rose 0.4 percent in March, as it did in each of the 2 preceding months. Indexes which increased in March include shelter, motor vehicle insurance, medical care, apparel, and personal care. The indexes for used cars and trucks, recreation, and new vehicles were among those that decreased over the month.

The all items index rose 3.5 percent for the 12 months ending March, a larger increase than the 3.2-percent increase for the 12 months ending February. The all items less food and energy index rose 3.8 percent over the last 12 months. The energy index increased 2.1 percent for the 12 months ending March, the first 12-month increase in that index since the period ending February 2023. The food index increased 2.2 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Mar. 2023 - Mar. 2024
Percent change

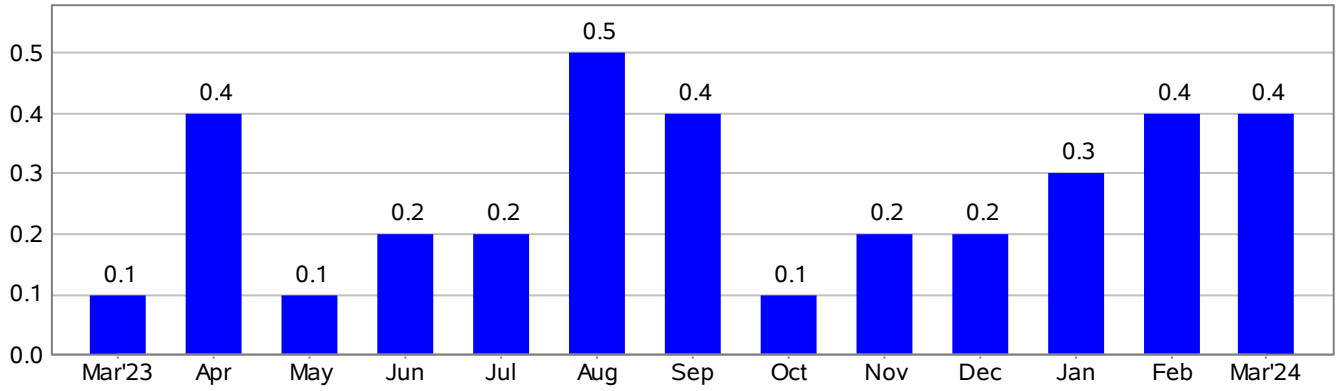


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Mar. 2023 - Mar. 2024

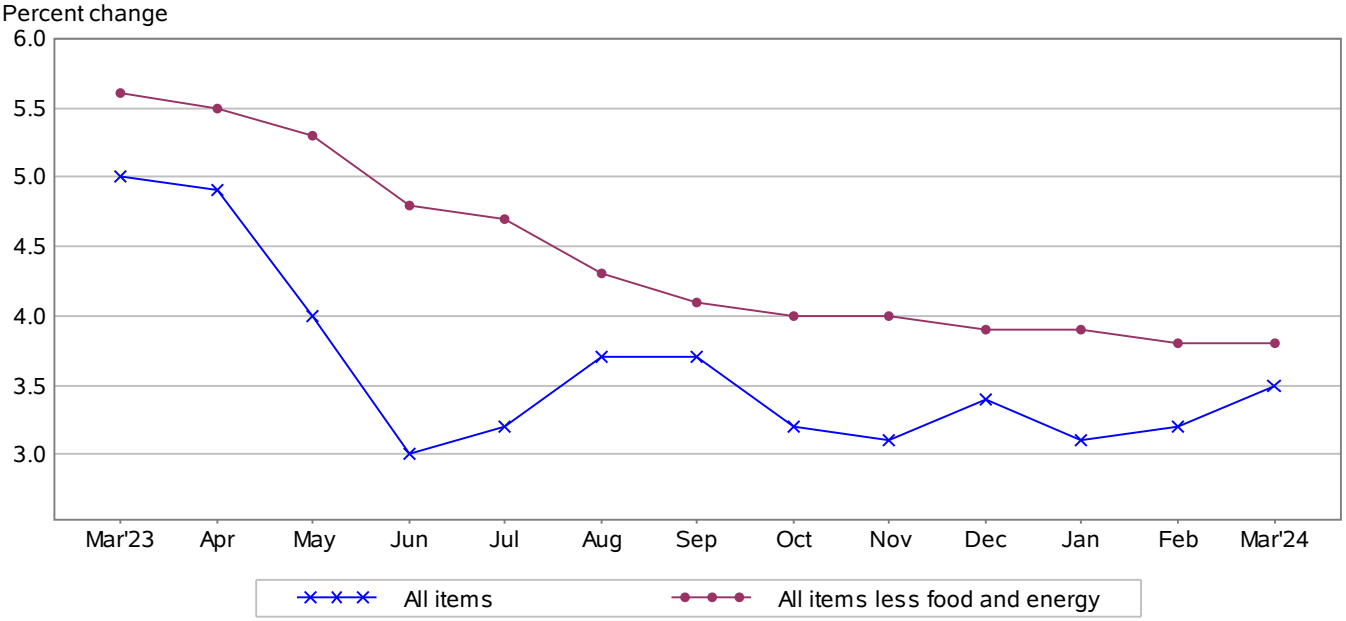


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2024
	Sep. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	
All items	0.4	0.1	0.2	0.2	0.3	0.4	0.4	3.5
Food	0.2	0.3	0.2	0.2	0.4	0.0	0.1	2.2
Food at home	0.1	0.3	0.0	0.1	0.4	0.0	0.0	1.2
Food away from home[1]	0.4	0.4	0.4	0.3	0.5	0.1	0.3	4.2
Energy	1.2	-2.1	-1.6	-0.2	-0.9	2.3	1.1	2.1
Energy commodities	1.8	-4.3	-3.8	-0.7	-3.2	3.6	1.5	0.9
Gasoline (all types)	1.6	-4.3	-4.0	-0.6	-3.3	3.8	1.7	1.3
Fuel oil	6.4	-6.4	-1.1	-3.3	-4.5	1.1	-1.3	-3.7
Energy services	0.3	0.4	1.0	0.3	1.4	0.8	0.7	3.1
Electricity	0.8	0.4	1.0	0.6	1.2	0.3	0.9	5.0
Utility (piped) gas service	-1.4	0.3	1.2	-0.6	2.0	2.3	0.0	-3.2
All items less food and energy	0.3	0.2	0.3	0.3	0.4	0.4	0.4	3.8
Commodities less food and energy commodities	-0.2	0.0	-0.2	-0.1	-0.3	0.1	-0.2	-0.7
New vehicles	0.2	-0.1	0.0	0.2	0.0	-0.1	-0.2	-0.1
Used cars and trucks	-1.8	-0.4	1.4	0.6	-3.4	0.5	-1.1	-2.2
Apparel	-0.3	0.0	-0.6	0.0	-0.7	0.6	0.7	0.4
Medical care commodities[1]	-0.3	0.4	0.5	-0.1	-0.6	0.1	0.2	2.5
Services less energy services	0.5	0.3	0.5	0.4	0.7	0.5	0.5	5.4
Shelter	0.6	0.3	0.4	0.4	0.6	0.4	0.4	5.7
Transportation services	0.7	0.9	1.0	0.1	1.0	1.4	1.5	10.7
Medical care services	0.2	0.2	0.5	0.5	0.7	-0.1	0.6	2.1

1 Not seasonally adjusted.

Food

The food index increased 0.1 percent in March, while the food at home index was unchanged. Both indexes were unchanged in February. Three of the six major grocery store food group indexes decreased over the month while the remaining three had price advances. The index for other food at home decreased 0.5 percent in March, led by a 5.0-percent decline in the index for butter. The cereals and bakery products index decreased 0.9 percent over the month, the largest 1-month seasonally adjusted decrease ever reported in that series, which dates to 1989. The index for dairy and related products declined 0.1 percent in March.

The index for meats, poultry, fish, and eggs rose 0.9 percent in March, as the index for eggs rose 4.6 percent over the month. The nonalcoholic beverages index also increased in March, rising 0.3 percent. The index for fruits and vegetables increased 0.1 percent over the month.

The food away from home index rose 0.3 percent in March, after rising 0.1 percent in February. The index for limited service meals rose 0.3 percent, and the index for full service meals increased 0.2 percent over the month.

The food at home index rose 1.2 percent over the last 12 months. The index for other food at home rose 1.4 percent over the 12 months ending in March, and the index for fruits and vegetables increased 2.0 percent over the year. The nonalcoholic beverages index increased 2.4 percent over that period. The index for meats, poultry, fish, and eggs rose 1.3 percent over the 12 months ending in March, and the index for cereals and bakery products increased 0.2 percent. In comparison, the dairy and related products index fell 1.9 percent over the year.

The index for food away from home rose 4.2 percent over the last year. The index for limited service meals rose 5.0 percent over the last 12 months, and the index for full service meals rose 3.2 percent over the same period.

Energy

The energy index rose 1.1 percent in March, after increasing 2.3 percent in February. The gasoline index increased 1.7 percent in March. (Before seasonal adjustment, gasoline prices rose 6.4 percent in March.) The index for electricity rose 0.9 percent in March, while the index for natural gas was unchanged over the month. The fuel oil index decreased 1.3 percent in March.

The energy index increased 2.1 percent over the past 12 months. The gasoline index rose 1.3 percent, and the electricity index increased 5.0 percent over this 12-month span. In comparison, the index for natural gas decreased 3.2 percent over the last 12 months and the index for fuel oil fell 3.7 percent.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in March, as it did the previous 2 months. The shelter index increased 0.4 percent in March and was the largest factor in the monthly increase in the index for all items less food and energy. The index for rent rose 0.4 percent over the month, as did the index for owners' equivalent rent. The lodging away from home index increased 0.1 percent in March, as it did in February.

The motor vehicle insurance index rose 2.6 percent in March, following a 0.9-percent increase in February. The index for apparel increased 0.7 percent over the month. Among other indexes that rose in March were personal care, education, and household furnishings and operations.

The medical care index rose 0.5 percent in March after being unchanged in February. The index for hospital services rose 1.0 percent over the month and the index for physicians' services increased 0.1 percent. The prescription drugs index rose 0.3 percent in March.

The index for used cars and trucks fell 1.1 percent in March, following a 0.5-percent increase in February. Over the month, the recreation index fell 0.1 percent over the month, the new vehicles index decreased 0.2 percent, and the airline fares index declined 0.4 percent.

The index for all items less food and energy rose 3.8 percent over the past 12 months. The shelter index increased 5.7 percent over the last year, accounting for over sixty percent of the total 12-month increase in the all items less food and energy index. Other indexes with notable increases over the last year include motor vehicle insurance (+22.2 percent), medical care (+2.2 percent), recreation (+1.8 percent), and personal care (+4.2 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.5 percent over the last 12 months to an index level of 312.332 (1982-84=100). For the month, the index increased 0.6 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.5 percent over the last 12 months to an index level of 306.502 (1982-84=100). For the month, the index increased 0.7 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 3.4 percent over the last 12 months. For the month, the index increased 0.7 percent on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for April 2024 is scheduled to be released on Wednesday, May 15, 2024, at 8:30 a.m. (ET).

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U).

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	9.0/112.500 x 100 = 8.0	18.0/225.000 x 100 = 8.0	18.0/110.000 x 100 = 16.4

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2024.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year—such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this “prior adjusted” data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2024, BLS adjusted 46 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2024, revised seasonal factors and seasonally adjusted indexes for 2019 to 2023 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2023 will be applied to data for 2024 to produce the seasonally adjusted 2024 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2024, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023	Feb. 2024	Mar. 2024	Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
All items	100.000	301.836	310.326	312.332	3.5	0.6	0.3	0.4	0.4
Food	13.495	320.863	327.731	328.043	2.2	0.1	0.4	0.0	0.1
Food at home	8.138	301.918	305.469	305.426	1.2	0.0	0.4	0.0	0.0
Cereals and bakery products	1.062	353.866	356.633	354.666	0.2	-0.6	-0.2	0.5	-0.9
Meats, poultry, fish, and eggs	1.702	318.306	320.096	322.589	1.3	0.8	0.0	0.1	0.9
Dairy and related products	0.738	271.384	267.334	266.274	-1.9	-0.4	0.2	-0.6	-0.1
Fruits and vegetables	1.409	345.814	353.965	352.841	2.0	-0.3	0.4	-0.2	0.1
Nonalcoholic beverages and beverage materials	1.040	216.329	220.956	221.423	2.4	0.2	1.2	-0.2	0.3
Other food at home	2.188	268.567	272.768	272.352	1.4	-0.2	0.6	0.0	-0.5
Food away from home[1]	5.356	349.944	363.596	364.546	4.2	0.3	0.5	0.1	0.3
Energy	6.748	279.084	276.331	285.002	2.1	3.1	-0.9	2.3	1.1
Energy commodities	3.588	311.160	296.368	313.861	0.9	5.9	-3.2	3.6	1.5
Fuel oil	0.084	403.040	396.859	388.191	-3.7	-2.2	-4.5	1.1	-1.3
Motor fuel	3.419	304.575	289.546	307.684	1.0	6.3	-3.3	3.7	1.6
Gasoline (all types)	3.312	302.673	287.943	306.513	1.3	6.4	-3.3	3.8	1.7
Energy services	3.160	259.647	267.662	267.658	3.1	0.0	1.4	0.8	0.7
Electricity	2.464	265.033	276.384	278.233	5.0	0.7	1.2	0.3	0.9
Utility (piped) gas service	0.695	238.182	236.218	230.601	-3.2	-2.4	2.0	2.3	0.0
All items less food and energy	79.758	305.476	315.419	317.088	3.8	0.5	0.4	0.4	0.4
Commodities less food and energy commodities	18.805	166.961	165.752	165.875	-0.7	0.1	-0.3	0.1	-0.2
Apparel	2.605	133.112	131.985	133.640	0.4	1.3	-0.7	0.6	0.7
New vehicles	3.648	178.342	178.592	178.247	-0.1	-0.2	0.0	-0.1	-0.2
Used cars and trucks	1.921	184.997	180.006	180.891	-2.2	0.5	-3.4	0.5	-1.1
Medical care commodities[1]	1.464	398.917	408.246	408.919	2.5	0.2	-0.6	0.1	0.2
Alcoholic beverages	0.848	282.588	289.220	289.360	2.4	0.0	0.3	0.0	0.1
Tobacco and smoking products[1]	0.541	1,413.380	1,502.976	1,509.166	6.8	0.4	0.3	0.8	0.4
Services less energy services	60.953	392.024	410.432	413.179	5.4	0.7	0.7	0.5	0.5
Shelter	36.184	374.971	393.906	396.174	5.7	0.6	0.6	0.4	0.4
Rent of primary residence	7.639	392.910	413.695	415.219	5.7	0.4	0.4	0.5	0.4
Owners' equivalent rent of residences[2]	26.713	383.502	404.656	406.155	5.9	0.4	0.6	0.4	0.4
Medical care services	6.501	595.745	605.162	608.528	2.1	0.6	0.7	-0.1	0.6
Physicians' services[1]	1.814	412.119	414.702	415.118	0.7	0.1	0.6	-0.2	0.1
Hospital services[1, 3]	1.983	383.420	408.345	412.365	7.5	1.0	1.6	-0.6	1.0
Transportation services	6.390	387.966	420.850	429.591	10.7	2.1	1.0	1.4	1.5
Motor vehicle maintenance and repair[1]	1.234	373.865	397.541	404.475	8.2	1.7	0.8	0.4	1.7
Motor vehicle insurance	2.854	677.445	806.444	827.852	22.2	2.7	1.4	0.9	2.6
Airline fares	0.806	286.814	263.952	266.481	-7.1	1.0	1.4	3.6	-0.4

[1] Not seasonally adjusted.

[2] Indexes on a December 1982=100 base.

[3] Indexes on a December 1996=100 base.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
All items	100.000	3.5	0.6	0.3	0.4	0.4
Food	13.495	2.2	0.1	0.4	0.0	0.1
Food at home	8.138	1.2	0.0	0.4	0.0	0.0
Cereals and bakery products	1.062	0.2	-0.6	-0.2	0.5	-0.9
Cereals and cereal products	0.314	-1.3	-0.7	-0.1	1.4	-1.5
Flour and prepared flour mixes	0.052	-0.2	-0.2	-1.2	0.4	-0.5
Breakfast cereal[1]	0.123	-1.7	-1.6	-0.8	2.0	-1.6
Rice, pasta, cornmeal	0.139	-1.4	-0.2	-0.1	0.3	-0.6
Rice[1, 2, 3]		-1.3	0.6	-0.6	-0.1	0.6
Bakery products[1]	0.747	0.9	-0.5	0.1	0.4	-0.5
Bread[1, 2]	0.200	0.2	-0.9	0.3	-0.5	-0.9
White bread[1, 3]		0.2	-0.5	0.5	-1.2	-0.5
Bread other than white[1, 3]		0.1	-1.7	0.0	0.4	-1.7
Fresh biscuits, rolls, muffins[2]	0.115	2.6	0.5	-0.3	-1.5	1.5
Cakes, cupcakes, and cookies[1]	0.193	0.2	-1.0	0.1	1.8	-1.0
Cookies[1, 3]		0.1	-1.2	0.3	2.1	-1.2
Fresh cakes and cupcakes[1, 3]		1.0	-0.1	-1.0	1.0	-0.1
Other bakery products	0.240	1.4	-0.1	-0.8	0.1	-0.1
Fresh sweetrolls, coffeecakes, doughnuts[1, 3]		0.2	0.1	-0.7	-1.9	0.1
Crackers, bread, and cracker products[3]		3.4	0.1	-1.0	0.2	-0.4
Frozen and refrigerated bakery products, pies, tarts, turnovers[3]		0.0	-1.2	-0.3	1.8	-1.5
Meats, poultry, fish, and eggs	1.702	1.3	0.8	0.0	0.1	0.9
Meats, poultry, and fish	1.573	2.1	0.8	-0.2	-0.3	0.6
Meats	1.015	3.4	0.8	-0.1	-0.1	0.4
Beef and veal	0.454	7.6	0.7	-0.3	0.5	0.2
Uncooked ground beef[1]	0.157	6.2	0.7	-1.3	0.6	0.7
Uncooked beef roasts[2]	0.077	11.2	0.6	0.5	0.8	0.5
Uncooked beef steaks[2]	0.170	7.2	0.6	0.9	-1.3	0.1
Uncooked other beef and veal[1, 2]	0.049	8.0	1.1	0.3	0.2	1.1
Pork	0.321	0.3	1.2	-0.3	-0.8	1.1
Bacon, breakfast sausage, and related products[2]	0.139	-0.3	0.7	-0.6	0.5	0.4
Bacon and related products[3]		2.5	0.9	-1.3	0.9	0.9
Breakfast sausage and related products[2, 3]		-4.0	0.3	0.2	0.5	-0.6
Ham	0.063	-4.2	-1.1	-3.1	1.2	-2.7
Ham, excluding canned[3]		-4.7	-1.2	-3.4	1.2	-2.6
Pork chops[1]	0.040	2.5	3.3	0.4	-3.4	3.3
Other pork including roasts, steaks, and ribs[2]	0.079	4.1	2.9	0.9	-1.3	3.0
Other meats	0.240	0.1	0.3	0.3	-0.2	-0.1
Frankfurters[3]		6.2	3.3	1.9	-3.8	2.7
Lunchmeats[1, 2, 3]		0.0	0.6	-0.8	0.1	0.6
Poultry[1]	0.308	2.1	1.5	0.3	-1.3	1.5
Chicken[1, 2]	0.247	2.0	1.8	-0.2	-1.3	1.8
Fresh whole chicken[1, 3]		3.0	2.2	0.5	-2.9	2.2
Fresh and frozen chicken parts[1, 3]		1.5	1.5	-0.6	-0.7	1.5
Other uncooked poultry including turkey[2]	0.060	2.2	0.2	0.2	-1.2	0.5
Fish and seafood	0.250	-2.6	0.3	-1.3	-0.1	0.3
Fresh fish and seafood[1, 2]	0.120	-3.1	0.1	0.1	0.4	0.1
Processed fish and seafood[2]	0.129	-2.0	0.5	-1.2	-1.4	1.4
Shelf stable fish and seafood[3]		0.0	-1.5	-2.9	0.8	-1.9
Frozen fish and seafood[3]		-2.6	0.7	0.9	-2.6	2.4
Eggs	0.130	-6.8	0.2	3.4	5.8	4.6

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Dairy and related products	0.738	-1.9	-0.4	0.2	-0.6	-0.1
Milk[2]	0.174	-1.6	-0.4	-0.6	-0.2	0.1
Fresh whole milk[3]		-2.0	-0.5	-1.1	0.2	-0.1
Fresh milk other than whole[1, 2, 3]		-1.3	-0.3	-0.9	-0.1	-0.3
Cheese and related products[1]	0.233	-3.1	-0.3	1.0	-1.1	-0.3
Ice cream and related products	0.107	-1.9	-0.7	-1.7	-0.9	-0.5
Other dairy and related products[2]	0.224	-1.0	-0.3	0.9	-0.3	-0.3
Fruits and vegetables	1.409	2.0	-0.3	0.4	-0.2	0.1
Fresh fruits and vegetables	1.070	2.2	-0.5	0.5	-0.2	0.1
Fresh fruits	0.565	1.5	-0.5	-1.2	-1.6	0.3
Apples	0.069	-10.1	-0.5	-2.1	-1.7	-0.6
Bananas[1]	0.084	0.0	0.6	-1.5	1.7	0.6
Citrus fruits[2]	0.157	-1.3	0.5	-2.4	-3.6	0.0
Oranges, including tangerines[3]		0.9	-0.4	-2.3	-2.5	1.0
Other fresh fruits[2]	0.256	8.3	-1.4	0.7	-2.3	0.2
Fresh vegetables	0.504	3.0	-0.6	2.4	1.5	-0.2
Potatoes	0.075	-0.9	0.4	0.9	-0.2	0.1
Lettuce	0.062	5.8	6.3	1.1	2.5	5.9
Tomatoes	0.085	4.5	-3.5	4.6	2.6	-2.0
Other fresh vegetables	0.281	3.2	-1.5	2.1	1.3	-1.0
Processed fruits and vegetables[2]	0.339	1.5	0.3	0.2	-0.5	0.2
Canned fruits and vegetables[2]	0.167	2.7	0.5	0.0	-0.5	0.6
Canned fruits[2, 3]		1.7	0.2	-0.6	-0.8	0.4
Canned vegetables[2, 3]		3.3	0.9	0.4	-0.1	0.8
Frozen fruits and vegetables[2]	0.104	-0.9	-0.4	-0.3	-0.5	-0.4
Frozen vegetables[3]		0.8	0.0	0.3	-0.4	0.0
Other processed fruits and vegetables including dried[2]	0.068	2.3	1.0	1.0	-1.0	1.1
Dried beans, peas, and lentils[1, 2, 3]		3.0	0.3	0.0	1.4	0.3
Nonalcoholic beverages and beverage materials	1.040	2.4	0.2	1.2	-0.2	0.3
Juices and nonalcoholic drinks[2]	0.739	3.6	0.5	1.4	-0.3	0.6
Carbonated drinks	0.331	4.2	0.3	1.6	-0.2	0.3
Frozen noncarbonated juices and drinks[1, 2]	0.009	27.5	-0.1	9.9	2.3	-0.1
Nonfrozen noncarbonated juices and drinks[2]	0.399	2.7	0.7	1.7	-0.5	0.6
Beverage materials including coffee and tea[2]	0.300	-0.7	-0.5	0.5	0.0	-0.3
Coffee	0.186	-2.2	0.1	0.6	-1.2	0.3
Roasted coffee[3]		-1.9	0.9	0.8	-1.4	0.7
Instant coffee[1, 3]		-3.2	-2.3	1.8	0.1	-2.3
Other beverage materials including tea[1, 2]	0.114	2.0	-1.5	-0.1	2.9	-1.5
Other food at home	2.188	1.4	-0.2	0.6	0.0	-0.5
Sugar and sweets[1]	0.297	4.3	-0.8	1.0	0.9	-0.8
Sugar and sugar substitutes	0.043	5.6	-0.8	0.5	0.6	-0.5
Candy and chewing gum[2]	0.193	4.4	-1.2	0.3	1.4	-1.1
Other sweets[2]	0.062	3.1	0.6	-0.7	0.9	0.4
Fats and oils	0.253	1.4	-1.3	-0.3	0.4	-1.0
Butter and margarine[2]	0.077	-2.1	-2.6	-0.2	-0.3	-2.7
Butter[3]		-0.5	-3.8	-0.1	0.2	-5.0
Margarine[3]		-3.5	-0.4	1.1	-2.2	-0.1
Salad dressing[1, 2]	0.060	-0.4	-1.2	-0.1	1.1	-1.2
Other fats and oils including peanut butter[2]	0.116	4.9	-0.4	-0.1	0.3	0.9
Peanut butter[1, 2, 3]		1.6	-2.4	0.0	0.6	-2.4
Other foods	1.638	0.9	0.1	0.6	-0.1	-0.3
Soups	0.096	-0.2	0.2	1.0	-0.2	-0.9
Frozen and freeze dried prepared foods	0.255	-0.4	1.2	0.6	-1.0	0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Snacks	0.345	0.1	0.7	0.6	-0.7	-0.2
Spices, seasonings, condiments, sauces	0.329	2.6	-0.6	1.0	0.1	-0.9
Salt and other seasonings and spices[2, 3]		1.0	-1.2	0.2	1.6	-2.2
Olives, pickles, relishes[1, 2, 3]		2.6	0.4	-0.7	1.5	0.4
Sauces and gravies[2, 3]		3.1	-0.3	0.5	-0.9	-0.8
Other condiments[3]		4.2	1.2	6.9	-1.1	0.9
Baby food and formula[1, 2]	0.048	9.9	0.7	0.7	0.7	0.7
Other miscellaneous foods[2]	0.566	0.7	-0.3	0.3	0.3	-0.6
Prepared salads[3, 4]		-1.2	0.4	-0.2	-0.4	1.3
Food away from home[1]	5.356	4.2	0.3	0.5	0.1	0.3
Full service meals and snacks[1, 2]	2.456	3.2	0.2	0.4	0.1	0.2
Limited service meals and snacks[1, 2]	2.513	5.0	0.3	0.6	0.1	0.3
Food at employee sites and schools[1, 2]	0.079	3.7	0.3	-0.1	0.2	0.3
Food at elementary and secondary schools[1, 3, 5]		2.0	0.0	0.0	0.0	0.0
Food from vending machines and mobile vendors[1, 2]	0.049	6.2	-0.6	-0.5	-1.4	-0.6
Other food away from home[1, 2]	0.259	6.1	0.6	0.2	0.1	0.6
Energy	6.748	2.1	3.1	-0.9	2.3	1.1
Energy commodities	3.588	0.9	5.9	-3.2	3.6	1.5
Fuel oil and other fuels	0.169	-3.1	-1.4	-2.3	0.7	-1.1
Fuel oil	0.084	-3.7	-2.2	-4.5	1.1	-1.3
Propane, kerosene, and firewood[6]	0.085	-3.8	-0.7	0.3	0.5	-1.3
Motor fuel	3.419	1.0	6.3	-3.3	3.7	1.6
Gasoline (all types)	3.312	1.3	6.4	-3.3	3.8	1.7
Gasoline, unleaded regular[3]		1.3	6.7	-3.4	4.1	1.9
Gasoline, unleaded midgrade[3, 7]		1.9	5.7	-2.7	2.7	1.7
Gasoline, unleaded premium[3]		1.8	5.3	-2.6	1.2	2.0
Other motor fuels[1, 2]	0.108	-6.0	0.6	-3.9	2.3	0.6
Energy services	3.160	3.1	0.0	1.4	0.8	0.7
Electricity	2.464	5.0	0.7	1.2	0.3	0.9
Utility (piped) gas service	0.695	-3.2	-2.4	2.0	2.3	0.0
All items less food and energy	79.758	3.8	0.5	0.4	0.4	0.4
Commodities less food and energy commodities	18.805	-0.7	0.1	-0.3	0.1	-0.2
Household furnishings and supplies[8]	3.509	-2.7	-0.1	-0.1	-0.3	-0.1
Window and floor coverings and other linens[2]	0.296	-2.8	0.9	-0.9	0.7	0.8
Floor coverings[1, 2]	0.073	-1.1	-0.9	1.0	0.4	-0.9
Window coverings[1, 2]	0.074	6.1	2.6	-0.4	0.1	2.6
Other linens[2]	0.150	-8.2	0.9	-0.3	-0.1	0.7
Furniture and bedding[1]	0.961	-3.8	0.3	1.3	-0.7	0.3
Bedroom furniture[1]	0.321	-1.5	0.1	1.3	-0.7	0.1
Living room, kitchen, and dining room furniture[1, 2]	0.483	-3.8	0.8	1.3	-0.4	0.8
Other furniture[2]	0.149	-8.3	-1.1	0.2	-2.2	-1.3
Appliances[2]	0.227	-6.3	-0.6	0.9	-0.9	-0.7
Major appliances[2]	0.070	-6.1	2.2	1.2	-1.3	0.6
Laundry equipment[1, 3]		-14.6	-1.2	3.0	-2.0	-1.2
Other appliances[2]	0.155	-6.3	-1.8	0.3	-0.7	-1.9
Other household equipment and furnishings[2]	0.518	-2.4	-0.3	-1.2	-0.2	0.0
Clocks, lamps, and decorator items[1]	0.297	-3.5	-0.3	0.5	0.3	-0.3
Indoor plants and flowers[9]	0.115	2.8	-0.2	1.0	1.3	-0.7
Dishes and flatware[1, 2]	0.043	-3.9	0.1	0.7	0.1	0.1
Nonelectric cookware and tableware[2]	0.063	-4.9	-0.9	-1.5	1.9	-1.2
Tools, hardware, outdoor equipment and supplies[1, 2]	0.709	-3.7	-0.1	-0.7	0.0	-0.1
Tools, hardware and supplies[2]	0.194	-2.0	0.8	-2.0	-0.6	0.4
Outdoor equipment and supplies[1, 2]	0.304	-4.9	-0.8	-0.3	0.1	-0.8

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Housekeeping supplies[1]	0.798	0.1	-0.7	0.4	0.0	-0.7
Household cleaning products[1, 2]	0.281	0.3	-0.6	0.5	-0.4	-0.6
Household paper products[1, 2]	0.170	1.9	-0.1	0.1	-0.6	-0.1
Miscellaneous household products[1, 2]	0.348	-0.7	-1.1	0.5	0.7	-1.1
Apparel	2.605	0.4	1.3	-0.7	0.6	0.7
Men's and boys' apparel	0.677	1.0	-1.0	1.0	0.8	-1.0
Men's apparel	0.522	1.6	-1.1	1.2	0.5	-0.6
Men's suits, sport coats, and outerwear	0.080	-6.5	-3.9	2.0	-0.7	-2.2
Men's underwear, nightwear, swimwear, and accessories	0.164	3.1	-0.5	2.5	-0.1	-0.3
Men's shirts and sweaters[2]	0.148	5.1	-0.2	0.3	0.7	1.0
Men's pants and shorts	0.125	0.6	-1.0	1.4	-1.9	0.0
Boys' apparel	0.155	-0.9	-0.8	0.2	2.1	-0.9
Women's and girls' apparel	1.047	-0.1	2.7	-1.6	0.3	1.7
Women's apparel	0.916	-0.1	2.2	-1.2	-0.6	1.1
Women's outerwear	0.058	-2.2	2.3	-3.5	0.2	2.6
Women's dresses	0.127	-0.8	6.7	-3.8	2.6	2.4
Women's suits and separates[2]	0.431	0.0	1.5	-0.4	-0.1	-0.1
Women's underwear, nightwear, swimwear, and accessories[2]	0.291	-0.4	1.2	0.2	-2.5	0.4
Girls' apparel	0.132	2.1	6.2	-4.6	6.8	5.9
Footwear	0.540	1.5	0.8	-0.9	1.6	0.5
Men's footwear[1]	0.189	4.6	1.1	0.0	2.5	1.1
Boys' and girls' footwear[1]	0.113	-1.9	1.0	0.1	2.9	1.0
Women's footwear	0.239	0.8	0.4	-0.4	1.2	-0.3
Infants' and toddlers' apparel	0.105	2.1	-1.1	-1.4	5.1	-0.7
Jewelry and watches[6]	0.235	-2.1	3.5	-0.6	-3.3	1.6
Watches[1, 6]	0.041	4.5	1.2	2.5	0.0	1.2
Jewelry[6]	0.194	-3.3	3.9	-1.6	-4.4	2.5
Transportation commodities less motor fuel[8]	6.100	-0.8	0.0	-1.1	0.1	-0.5
New vehicles	3.648	-0.1	-0.2	0.0	-0.1	-0.2
New cars[3]		-0.9	-0.4	0.2	-0.2	-0.3
New trucks[3, 10]		0.0	-0.2	-0.1	-0.1	-0.2
Used cars and trucks	1.921	-2.2	0.5	-3.4	0.5	-1.1
Motor vehicle parts and equipment[1]	0.466	-0.8	-0.2	0.7	-0.2	-0.2
Tires[1]	0.321	-0.6	-0.3	0.8	-0.4	-0.3
Vehicle accessories other than tires[1, 2]	0.144	-1.2	0.1	0.5	0.3	0.1
Vehicle parts and equipment other than tires[1, 3]		-1.0	-1.1	1.6	0.5	-1.1
Motor oil, coolant, and fluids[1, 3]		-1.3	1.8	-1.3	0.3	1.8
Medical care commodities[1]	1.464	2.5	0.2	-0.6	0.1	0.2
Medicinal drugs[1, 8]	1.348	2.5	0.1	-0.5	0.1	0.1
Prescription drugs[1]	0.894	0.4	0.3	-0.8	-0.1	0.3
Nonprescription drugs[8]	0.454	7.4	-0.2	1.1	0.6	-1.1
Medical equipment and supplies[1, 8]	0.116	2.8	0.6	-1.4	0.2	0.6
Recreation commodities[8]	2.039	-1.9	-0.5	0.8	-0.2	-0.5
Video and audio products[8]	0.289	-3.9	-0.9	1.5	1.1	-0.6
Televisions	0.128	-6.9	-1.9	0.9	0.4	-1.1
Other video equipment[2]	0.026	-6.3	0.2	0.0	-1.1	-0.6
Audio equipment[1]	0.062	-5.9	-2.4	2.6	4.0	-2.4
Recorded music and music subscriptions[1, 2]	0.069	4.3	1.9	2.0	0.8	1.9
Pets and pet products[1]	0.622	1.3	0.4	0.1	-0.1	0.4
Pet food[1, 2, 3]		1.8	0.8	-0.1	-0.9	0.8
Purchase of pets, pet supplies, accessories[1, 2, 3]		0.9	-0.4	0.7	1.0	-0.4
Sporting goods[1]	0.650	-2.2	-1.0	2.0	-0.6	-1.0

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Sports vehicles including bicycles[1]	0.431	-3.4	-1.6	2.8	-1.0	-1.6
Sports equipment[1]	0.208	-0.4	0.2	0.6	0.2	0.2
Photographic equipment and supplies	0.025	8.4	0.0	2.2	0.9	0.0
Photographic equipment[2, 3]		8.0	-0.1	1.5	1.3	-0.4
Recreational reading materials[1]	0.101	0.8	1.5	-0.2	-0.1	1.5
Newspapers and magazines[1, 2]	0.055	0.4	-1.0	-1.6	3.1	-1.0
Recreational books[1, 2]	0.046	1.2	4.5	1.3	-3.7	4.5
Other recreational goods[2]	0.354	-6.4	-1.5	-0.8	-0.7	-1.4
Toys	0.279	-8.2	-1.8	-0.8	-0.9	-1.7
Toys, games, hobbies and playground equipment[2, 3]		-6.6	-1.9	-0.6	-0.3	-2.2
Sewing machines, fabric and supplies[1, 2]	0.028	6.6	-1.3	-1.8	-1.7	-1.3
Music instruments and accessories[1, 2]	0.030	1.4	0.8	-0.4	1.3	0.8
Education and communication commodities[8]	0.865	-6.2	-1.2	0.6	0.2	-1.2
Educational books and supplies[1]	0.081	-3.0	-0.9	-0.8	0.6	-0.9
College textbooks[1, 3, 11]		-4.8	-0.7	-1.1	0.5	-0.7
Information technology commodities[8]	0.784	-6.6	-1.2	0.8	0.2	-1.2
Computers, peripherals, and smart home assistants[1, 4]	0.313	-3.8	-0.5	1.9	0.7	-0.5
Computer software and accessories[1, 2]	0.021	-4.7	1.0	2.0	3.6	1.0
Telephone hardware, calculators, and other consumer information items[1, 2]	0.449	-8.8	-1.8	0.0	-0.3	-1.8
Smartphones[1, 3, 12]		-9.0	-0.9	0.2	-0.2	-0.9
Alcoholic beverages	0.848	2.4	0.0	0.3	0.0	0.1
Alcoholic beverages at home	0.478	1.7	-0.2	0.2	0.6	-0.2
Beer, ale, and other malt beverages at home	0.177	2.6	-0.2	0.5	0.6	-0.5
Distilled spirits at home[1]	0.117	1.7	-0.2	0.0	1.4	-0.2
Whiskey at home[1, 3]		2.2	-1.0	0.7	1.2	-1.0
Distilled spirits, excluding whiskey, at home[1, 3]		1.4	0.3	-0.6	1.3	0.3
Wine at home[1]	0.184	0.9	-0.1	0.7	0.6	-0.1
Alcoholic beverages away from home[1]	0.370	3.6	0.4	0.0	-0.7	0.4
Beer, ale, and other malt beverages away from home[1, 2, 3]		4.1	0.4	-0.1	0.1	0.4
Wine away from home[1, 2, 3]		3.8	0.1	0.4	-0.2	0.1
Distilled spirits away from home[1, 2, 3]		5.0	0.7	-0.1	-1.0	0.7
Other goods[8]	1.374	3.9	0.1	0.3	0.7	0.2
Tobacco and smoking products[1]	0.541	6.8	0.4	0.3	0.8	0.4
Cigarettes[1, 2]	0.445	7.3	0.7	0.5	0.9	0.7
Tobacco products other than cigarettes[1, 2]	0.091	4.5	-1.2	-0.7	0.3	-1.2
Personal care products[1]	0.668	3.4	0.2	0.5	1.0	0.2
Hair, dental, shaving, and miscellaneous personal care products[1, 2]	0.351	4.8	0.2	0.7	0.3	0.2
Cosmetics, perfume, bath, nail preparations and implements[1]	0.306	1.8	0.2	0.3	1.8	0.2
Miscellaneous personal goods[2]	0.165	-3.3	-1.2	-0.6	-1.0	-0.4
Stationery, stationery supplies, gift wrap[3]		1.4	1.2	0.3	-0.9	1.6
Services less energy services	60.953	5.4	0.7	0.7	0.5	0.5
Shelter	36.184	5.7	0.6	0.6	0.4	0.4
Rent of shelter[13]	35.774	5.7	0.6	0.6	0.4	0.5
Rent of primary residence	7.639	5.7	0.4	0.4	0.5	0.4
Lodging away from home[2]	1.422	-1.9	5.6	1.8	0.1	0.1
Housing at school, excluding board[13]	0.243	4.0	0.0	0.3	0.3	0.3
Other lodging away from home including hotels and motels	1.179	-2.4	6.7	2.4	0.1	0.0
Owners' equivalent rent of residences[13]	26.713	5.9	0.4	0.6	0.4	0.4

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Owners' equivalent rent of primary residence[13]	25.386	5.9	0.4	0.6	0.4	0.4
Tenants' and household insurance[1, 2]	0.410	4.6	0.5	0.7	-0.1	0.5
Water and sewer and trash collection services[2]	1.095	5.3	0.1	1.1	0.5	0.3
Water and sewerage maintenance	0.768	5.1	0.2	1.2	0.4	0.5
Garbage and trash collection[1, 10]	0.327	5.8	-0.1	0.8	0.6	-0.1
Household operations[1, 2]	0.985		0.8			0.8
Domestic services[1, 2]	0.314	10.9	0.9			0.9
Gardening and lawncare services[1, 2]						
Moving, storage, freight expense[1, 2]	0.141	-0.5	0.7	-1.0	2.0	0.7
Repair of household items[1, 2]	0.138	18.0				
Medical care services	6.501	2.1	0.6	0.7	-0.1	0.6
Professional services	3.608	1.9	0.0	0.5	0.0	0.0
Physicians' services[1]	1.814	0.7	0.1	0.6	-0.2	0.1
Dental services	0.904	4.1	-0.5	0.4	0.4	-0.4
Eyeglasses and eye care[1, 6]	0.332	3.1	0.0	0.0	0.7	0.0
Services by other medical professionals[1, 6]	0.558	1.6	0.6	0.6	-0.3	0.6
Hospital and related services[1]	2.309	7.7	1.2	1.6	-0.3	1.2
Hospital services[1, 14]	1.983	7.5	1.0	1.6	-0.6	1.0
Inpatient hospital services[1, 3, 14]		6.9	0.6	1.5	-0.4	0.6
Outpatient hospital services[1, 3, 6]		8.3	1.3	2.0	-0.4	1.3
Nursing homes and adult day services[14]	0.169	3.9	-0.2	1.2	0.4	-0.2
Care of invalids and elderly at home[1, 5]	0.156	14.2	5.9	1.6	2.6	5.9
Health insurance[1, 5]	0.584	-15.2	1.2	1.4	0.4	1.2
Transportation services	6.390	10.7	2.1	1.0	1.4	1.5
Leased cars and trucks[1, 11]	0.517	1.1				
Car and truck rental[2]	0.133	-8.8	5.7	-0.7	3.8	-0.8
Motor vehicle maintenance and repair[1]	1.234	8.2	1.7	0.8	0.4	1.7
Motor vehicle body work[1]				0.7	-0.3	
Motor vehicle maintenance and servicing[1]	0.572	6.2	0.8	1.0	0.6	0.8
Motor vehicle repair[1, 2]	0.516	11.6	3.1	0.5	0.2	3.1
Motor vehicle insurance	2.854	22.2	2.7	1.4	0.9	2.6
Motor vehicle fees[1, 2]	0.541	2.8	0.2	1.1	0.2	0.2
State motor vehicle registration and license fees[1, 2]	0.290	1.2	0.0	0.6	-0.1	0.0
Parking and other fees[1, 2]	0.228	5.0	0.4	1.9	0.5	0.4
Parking fees and tolls[2, 3]		5.3	0.4	1.3	-0.2	1.3
Public transportation	1.112	-5.6	1.1	1.3	2.3	-1.0
Airline fares	0.806	-7.1	1.0	1.4	3.6	-0.4
Other intercity transportation	0.084	-3.8	2.8	0.2	-3.1	2.0
Ship fare[1, 2, 3]		6.8	0.3	2.1	-1.4	0.3
Intracity transportation[1]	0.215	1.8	1.2	-1.0	-1.7	1.2
Intracity mass transit[1, 3, 8]		2.0	0.0	-0.4	0.0	0.0
Recreation services[8]	3.264	4.5	0.2	0.4	0.5	0.1
Video and audio services[8]	0.913	4.4	1.4	0.3	0.5	1.0
Cable, satellite, and live streaming television service[10]	0.785	3.8	1.0	0.2	0.6	0.5
Purchase, subscription, and rental of video[1, 2]	0.129	8.1	3.8	0.8	0.1	3.8
Video discs and other media[1, 2, 3]		30.1	14.7	0.6	0.0	14.7
Subscription and rental of video and video games[1, 2, 3]		1.7	0.3	-0.3	-0.3	0.3
Pet services including veterinary[1, 2]	0.429	7.3	1.9	0.9	1.0	1.9
Pet services[1, 2, 3]		4.8	0.3	5.6	1.0	0.3
Veterinarian services[1, 2, 3]		9.6	2.5	-0.1	0.9	2.5
Photographers and photo processing[1, 2]	0.050	1.0	0.1	0.7	-3.0	0.1

See footnotes at end of table.

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, March 2024 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
Other recreation services[2]	1.870	4.4	-0.8	0.4	0.4	-0.8
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[1, 2]	0.716	3.3	0.2	0.7	0.4	0.2
Admissions[1]	0.638	6.4	-2.1	-0.3	1.0	-2.1
Admission to movies, theaters, and concerts[1, 2, 3]		5.0	-0.1	0.4	0.8	-0.1
Admission to sporting events[1, 2, 3]		5.2	-8.9	-0.9	1.9	-8.9
Fees for lessons or instructions[1, 6]	0.216	5.0	-0.3	0.7	-1.5	-0.3
Education and communication services[8]	5.020	1.4	0.1	0.4	0.5	0.2
Tuition, other school fees, and childcare	2.391	2.7	0.0	0.4	0.4	0.2
College tuition and fees	1.260	1.2	0.0	0.2	0.1	0.2
Elementary and high school tuition and fees	0.288	4.8	0.0	0.3	0.3	0.3
Day care and preschool[9]	0.707	4.4	-0.1	0.7	0.8	0.1
Technical and business school tuition and fees[1, 2]	0.048	1.9	0.2	0.0	0.1	0.2
Postage and delivery services[2]	0.067	3.5	0.0	1.2	2.2	0.4
Postage	0.058	3.2	0.0	1.4	2.3	0.4
Delivery services[2]	0.009	5.1	0.3	0.5	1.4	0.1
Telephone services[1, 2]	1.559	-1.8	-0.2	0.0	0.0	-0.2
Wireless telephone services[1, 2]	1.349	-2.7	0.0	-0.3	-0.2	0.0
Residential telephone services[1, 8]	0.210	3.4	-1.0	1.4	1.2	-1.0
Internet services and electronic information providers[1, 2]	0.993	4.2	0.8	1.2	1.3	0.8
Other personal services[1, 8]	1.513	5.4	0.8	1.0	-0.6	0.8
Personal care services[1]	0.627	3.8	0.1	0.7	0.3	0.1
Haircuts and other personal care services[1, 2]	0.627	3.8	0.1	0.7	0.3	0.1
Miscellaneous personal services[1]	0.886	6.5	1.3	1.2	-1.3	1.3
Legal services[1, 6]	0.252	8.8				
Funeral expenses[1, 6]	0.157	5.5	1.5	0.4	0.1	1.5
Laundry and dry cleaning services[1, 2]	0.155	4.4	-0.1	0.7	0.3	-0.1
Apparel services other than laundry and dry cleaning[1, 2]	0.025	6.6	2.2	1.5	0.0	2.2
Financial services[1, 6]	0.232	5.6	0.3	2.4	1.7	0.3
Checking account and other bank services[1, 2, 3]		6.4	1.4	0.0	0.3	1.4
Tax return preparation and other accounting fees[1, 2, 3]		7.0	-0.2		2.7	-0.2

[1] Not seasonally adjusted.
[2] Indexes on a December 1997=100 base.
[3] Special index based on a substantially smaller sample.
[4] Indexes on a December 2007=100 base.
[5] Indexes on a December 2005=100 base.
[6] Indexes on a December 1986=100 base.
[7] Indexes on a December 1993=100 base.
[8] Indexes on a December 2009=100 base.
[9] Indexes on a December 1990=100 base.
[10] Indexes on a December 1983=100 base.
[11] Indexes on a December 2001=100 base.
[12] Indexes on a December 2019=100 base.
[13] Indexes on a December 1982=100 base.
[14] Indexes on a December 1996=100 base.

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, March 2024

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Feb. 2024	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Mar. 2023	Feb. 2024	Mar. 2024	Mar. 2023-Mar. 2024	Feb. 2024-Mar. 2024	Dec. 2023-Jan. 2024	Jan. 2024-Feb. 2024	Feb. 2024-Mar. 2024
All items less food	86.505	298.906	307.628	309.882	3.7	0.7	0.3	0.5	0.4
All items less shelter	63.816	276.610	281.119	283.050	2.3	0.7	0.1	0.5	0.4
All items less food and shelter	50.321	265.706	269.695	271.975	2.4	0.8	0.1	0.6	0.4
All items less food, shelter, and energy	43.573	267.003	272.011	273.345	2.4	0.5	0.2	0.3	0.3
All items less food, shelter, energy, and used cars and trucks	41.653	271.501	277.195	278.554	2.6	0.5	0.4	0.3	0.4
All items less medical care	92.034	289.965	298.395	300.366	3.6	0.7	0.3	0.5	0.4
All items less energy	93.252	306.869	316.361	317.836	3.6	0.5	0.4	0.3	0.3
Commodities	35.887	222.457	222.289	223.766	0.6	0.7	-0.3	0.4	0.1
Commodities less food, energy, and used cars and trucks	16.884	165.102	164.210	164.254	-0.5	0.0	0.1	0.1	0.0
Commodities less food	22.393	180.326	178.043	179.838	-0.3	1.0	-0.7	0.7	0.1
Commodities less food and beverages	21.545	176.732	174.276	176.099	-0.4	1.0	-0.7	0.7	0.1
Services	64.113	379.743	397.225	399.752	5.3	0.6	0.7	0.5	0.5
Services less rent of shelter[1]	28.339	395.158	411.089	414.016	4.8	0.7	0.6	0.6	0.8
Services less medical care services	57.611	363.264	381.276	383.736	5.6	0.6	0.6	0.5	0.6
Durables	10.164	126.227	123.847	123.613	-2.1	-0.2	-0.5	-0.1	-0.2
Nondurables	25.723	272.775	274.730	277.483	1.7	1.0	-0.4	0.5	0.1
Nondurables less food	12.228	232.561	230.623	235.242	1.2	2.0	-1.4	1.0	0.0
Nondurables less food and beverages	11.381	229.467	227.029	231.906	1.1	2.1	-1.5	1.1	0.0
Nondurables less food, beverages, and apparel	8.775	294.383	291.019	298.044	1.2	2.4	-1.6	1.1	0.0
Nondurables less food and apparel	9.623	291.794	289.326	295.707	1.3	2.2	-1.5	1.0	-0.1
Housing	45.101	316.514	329.704	331.247	4.7	0.5	0.6	0.4	0.4
Education and communication[2]	5.885	145.481	145.966	145.822	0.2	-0.1	0.4	0.4	0.0
Education[2]	2.472	288.260	295.488	295.297	2.4	-0.1	0.3	0.4	0.2
Communication[2]	3.412	75.748	74.967	74.874	-1.2	-0.1	0.5	0.5	-0.1
Information and information processing[2]	3.345	71.336	70.539	70.450	-1.2	-0.1	0.5	0.4	-0.1
Information technology, hardware and services[3]	1.786	7.147	7.100	7.093	-0.8	-0.1	1.0	0.8	-0.1
Recreation[2]	5.303	135.693	138.322	138.183	1.8	-0.1	0.5	0.2	-0.1
Video and audio[2]	1.202	116.021	118.019	118.983	2.6	0.8	0.6	0.6	0.6
Pets, pet products and services[2]	1.051	215.341	221.316	223.518	3.8	1.0	0.4	0.3	1.0
Photography[2]	0.076	84.322	87.048	87.117	3.3	0.1	1.1	-1.8	0.1
Food and beverages	14.342	318.338	325.190	325.491	2.2	0.1	0.4	0.0	0.1
Domestically produced farm food	6.765	312.069	315.828	315.615	1.1	-0.1	0.5	0.1	-0.1
Other services	9.797	401.293	412.674	413.562	3.1	0.2	0.5	0.3	0.2
Apparel less footwear	2.065	125.205	123.686	125.399	0.2	1.4	-0.6	0.3	0.7
Fuels and utilities	4.423	304.032	314.229	314.168	3.3	0.0	1.2	0.7	0.5
Household energy	3.329	256.705	263.961	263.767	2.8	-0.1	1.2	0.8	0.6
Medical care	7.966	547.805	557.236	559.935	2.2	0.5	0.5	0.0	0.5
Transportation	15.910	261.969	266.638	272.485	4.0	2.2	-0.6	1.4	0.8
Private transportation	14.798	260.495	265.965	272.008	4.4	2.3	-0.8	1.3	0.9
New and used motor vehicles[2]	6.285	126.280	124.762	125.250	-0.8	0.4	-1.4	0.6	-0.2
Utilities and public transportation	7.710	255.430	259.117	259.761	1.7	0.2	1.0	0.7	0.4
Household furnishings and operations	4.494	149.230	147.915	148.038	-0.8	0.1	0.0	-0.1	0.1
Other goods and services	2.888	528.811	551.150	553.666	4.7	0.5	0.5	-0.3	0.4
Personal care	2.347	269.047	279.122	280.425	4.2	0.5	0.6	-0.5	0.4

[1] Indexes on a December 1982=100 base.
[2] Indexes on a December 1997=100 base.
[3] Indexes on a December 1988=100 base.

Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, March 2024
[1982-84=100, unless otherwise noted]

Area	Pricing Schedule[1]	Percent change to Mar. 2024 from:			Percent change to Feb. 2024 from:		
		Mar. 2023	Jan. 2024	Feb. 2024	Feb. 2023	Dec. 2023	Jan. 2024
U.S. city average	M	3.5	1.3	0.6	3.2	1.2	0.6
Region and area size[2]							
Northeast	M	3.4	1.1	0.7	2.4	1.1	0.5
Northeast - Size Class A	M	3.5	0.9	0.5	2.9	1.2	0.4
Northeast - Size Class B/C[3]	M	3.2	1.4	0.9	1.9	1.0	0.5
New England[4]	M	3.1	1.3	1.0	2.1	0.9	0.4
Middle Atlantic[4]	M	3.5	1.0	0.6	2.6	1.2	0.5
Midwest	M	2.8	1.3	0.7	2.8	0.9	0.6
Midwest - Size Class A	M	3.3	1.4	0.8	3.2	1.0	0.6
Midwest - Size Class B/C[3]	M	2.6	1.2	0.6	2.5	0.8	0.5
East North Central[4]	M	2.6	1.2	0.7	2.6	0.9	0.5
West North Central[4]	M	3.4	1.4	0.6	3.0	0.9	0.8
South	M	3.8	1.4	0.4	3.7	1.5	0.9
South - Size Class A	M	3.9	1.3	0.4	4.1	1.2	0.9
South - Size Class B/C[3]	M	3.7	1.4	0.5	3.5	1.6	0.9
South Atlantic[4]	M	3.9	1.4	0.4	3.9	1.4	1.0
East South Central[4]	M	4.0	1.6	0.7	3.5	1.7	0.9
West South Central[4]	M	3.6	1.1	0.3	3.5	1.5	0.8
West	M	3.6	1.3	0.9	3.2	1.0	0.4
West - Size Class A	M	3.6	1.2	0.6	3.2	1.1	0.6
West - Size Class B/C[3]	M	3.6	1.3	1.1	3.2	0.9	0.2
Mountain[4]	M	2.5	1.0	0.9	2.5	0.7	0.2
Pacific[4]	M	4.0	1.3	0.9	3.5	1.2	0.5
Size classes							
Size Class A[5]	M	3.6	1.2	0.5	3.4	1.1	0.6
Size Class B/C[3]	M	3.4	1.3	0.7	3.0	1.2	0.6
Selected local areas							
Chicago-Naperville-Elgin, IL-IN-WI	M	3.1	1.1	0.6	3.4	1.3	0.5
Los Angeles-Long Beach-Anaheim, CA	M	4.0	1.2	0.7	3.4	1.5	0.5
New York-Newark-Jersey City, NY-NJ-PA	M	3.4	0.6	0.4	2.9	1.2	0.2
Atlanta-Sandy Springs-Roswell, GA	2				3.3	1.3	
Baltimore-Columbia-Towson, MD[6]	2				2.6	1.7	
Detroit-Warren-Dearborn, MI	2				2.8	0.2	
Houston-The Woodlands-Sugar Land, TX	2				3.5	1.0	
Miami-Fort Lauderdale-West Palm Beach, FL	2				4.9	1.4	
Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	2				3.4	1.6	
Phoenix-Mesa-Scottsdale, AZ[7]	2				2.2	0.7	
San Francisco-Oakland-Hayward, CA	2				2.4	1.5	
Seattle-Tacoma-Bellevue, WA	2				4.3	1.2	
St. Louis, MO-IL	2				3.6	1.6	
Urban Alaska	2				1.7	0.1	
Boston-Cambridge-Newton, MA-NH	1	3.3	1.5				
Dallas-Fort Worth-Arlington, TX	1	4.9	0.9				
Denver-Aurora-Lakewood, CO	1	2.8	0.7				
Minneapolis-St.Paul-Bloomington, MN-WI	1	2.7	0.6				
Riverside-San Bernardino-Ontario, CA[4]	1	4.3	1.4				
San Diego-Carlsbad, CA	1	3.6	0.8				
Tampa-St. Petersburg-Clearwater, FL[8]	1	3.7	0.9				
Urban Hawaii	1	4.8	1.5				
Washington-Arlington-Alexandria, DC-VA-MD-WV[6]	1	3.4	1.0				

[1] Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.
[2] Regions defined as the four Census regions.

[3] Indexes on a December 1996=100 base.

[4] Indexes on a December 2017=100 base.

[5] Indexes on a December 1986=100 base.

[6] 1998 - 2017 indexes based on substantially smaller sample.

[7] Indexes on a December 2001=100 base.

[8] Indexes on a 1987=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

Table 5. Chained Consumer Price Index for All Urban Consumers (C-CPI-U) and the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items index, March 2024

[Percent changes]

Month Year	Unadjusted 1-month percent change		Unadjusted 12-month percent change	
	C-CPI-U[1]	CPI-U	C-CPI-U[1]	CPI-U
December 2011			2.9	3.0
December 2012			1.5	1.7
December 2013			1.3	1.5
December 2014			0.5	0.8
December 2015			0.4	0.7
December 2016			1.8	2.1
December 2017			1.7	2.1
December 2018			1.5	1.9
December 2019			1.8	2.3
December 2020			1.5	1.4
December 2021			6.5	7.0
January 2022	0.8	0.8	6.8	7.5
February 2022	0.9	0.9	7.3	7.9
March 2022	1.4	1.3	8.1	8.5
April 2022	0.6	0.6	7.9	8.3
May 2022	1.1	1.1	8.3	8.6
June 2022	1.2	1.4	8.7	9.1
July 2022	0.0	0.0	8.1	8.5
August 2022	-0.1	0.0	7.9	8.3
September 2022	0.3	0.2	7.9	8.2
October 2022	0.5	0.4	7.6	7.7
November 2022	-0.1	-0.1	7.0	7.1
December 2022	-0.3	-0.3	6.4	6.5
January 2023	0.8	0.8	6.4	6.4
February 2023	0.5	0.6	6.0	6.0
March 2023	0.3	0.3	4.8	5.0
April 2023	0.5	0.5	4.7	4.9
May 2023	0.2	0.3	3.7	4.0
June 2023	0.3	0.3	2.9	3.0
July 2023	0.2	0.2	3.0	3.2
August 2023	0.4	0.4	3.6	3.7
September 2023	0.2	0.2	3.5	3.7
October 2023	0.0	0.0	3.0	3.2
November 2023	-0.2	-0.2	2.8	3.1
December 2023	-0.1	-0.1	3.0	3.4
January 2024	0.5	0.5	2.8	3.1
February 2024	0.6	0.6	2.9	3.2
March 2024	0.7	0.6	3.4	3.5

[1] The C-CPI-U is designed to be a closer approximation to a cost-of-living index in that it, in its final form, accounts for any substitution that consumers make across item categories in response to changes in relative prices. Since the expenditure data required for the calculation of the C-CPI-U are available only with a time lag, the C-CPI-U is issued first in preliminary form using the latest available expenditure data at that time and is subject to four revisions.

Indexes are issued as initial estimates. Indexes are revised each quarter with the publication of January, April, July, and October data as updated expenditure estimates become available. The C-CPI-U indexes are updated quarterly until they become final. January-March indexes are final in January of the following year; April-June indexes are final in April of the following year; July-September indexes are final in July of the following year; October-December indexes are final in October of the following year.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
All items	100.000	0.4		0.04	–	–
Food	13.495	0.1	0.014	0.08	L-Jan.2024	0.4
Food at home	8.138	0.0	0.000	0.12	–	–
Cereals and bakery products	1.062	-0.9	-0.009	0.28	S-EVER	–
Cereals and cereal products	0.314	-1.5	-0.005	0.46	S-Oct.2018	-1.8
Flour and prepared flour mixes	0.052	-0.5	0.000	0.82	S-Jan.2024	-1.2
Breakfast cereal[4]	0.123	-1.6	-0.002	0.88	S-Dec.2023	-2.4
Rice, pasta, cornmeal	0.139	-0.6	-0.001	0.50	S-Nov.2023	-0.7
Rice[4, 5, 6]		0.6		0.69	L-Jul.2023	0.9
Bakery products[4]	0.747	-0.5	-0.004	0.34	S-Nov.2020	-0.8
Bread[4, 5]	0.200	-0.9	-0.002	0.56	S-May 2020	-1.8
White bread[4, 6]		-0.5		0.76	L-Jan.2024	0.5
Bread other than white[4, 6]		-1.7		0.86	S-Jul.2017	-1.9
Fresh biscuits, rolls, muffins[5]	0.115	1.5	0.002	1.03	L-Apr.2023	1.7
Cakes, cupcakes, and cookies[4]	0.193	-1.0	-0.002	0.59	S-Oct.2023	-1.0
Cookies[4, 6]		-1.2		0.72	S-May 2021	-1.6
Fresh cakes and cupcakes[4, 6]		-0.1		0.73	S-Jan.2024	-1.0
Other bakery products	0.240	-0.1	0.000	0.69	S-Jan.2024	-0.8
Fresh sweetrolls, coffeecakes, doughnuts[4, 6]		0.1		1.05	L-Dec.2023	0.2
Crackers, bread, and cracker products[6]		-0.4		1.06	S-Jan.2024	-1.0
Frozen and refrigerated bakery products, pies, tarts, turnovers[6]		-1.5		1.20	S-Sep.2023	-1.9
Meats, poultry, fish, and eggs	1.702	0.9	0.015	0.26	L-May 2022	1.3
Meats, poultry, and fish	1.573	0.6	0.010	0.27	L-Oct.2023	0.7
Meats	1.015	0.4	0.004	0.33	L-Oct.2023	1.0
Beef and veal	0.454	0.2	0.001	0.45	S-Jan.2024	-0.3
Uncooked ground beef[4]	0.157	0.7	0.001	0.50	L-Oct.2023	1.5
Uncooked beef roasts[5]	0.077	0.5	0.000	1.42	S-Jan.2024	0.5
Uncooked beef steaks[5]	0.170	0.1	0.000	0.92	L-Jan.2024	0.9
Uncooked other beef and veal[4, 5]	0.049	1.1	0.001	0.84	L-Nov.2023	1.6
Pork	0.321	1.1	0.004	0.61	L-Oct.2023	1.5
Bacon, breakfast sausage, and related products[5]	0.139	0.4	0.001	0.89	S-Jan.2024	-0.6
Bacon and related products[6]		0.9		1.16	–	–
Breakfast sausage and related products[5, 6]		-0.6		1.10	S-Dec.2023	-1.0
Ham	0.063	-2.7	-0.002	1.63	S-Jan.2024	-3.1
Ham, excluding canned[6]		-2.6		1.33	S-Jan.2024	-3.4
Pork chops[4]	0.040	3.3	0.001	1.32	L-Oct.2023	3.5
Other pork including roasts, steaks, and ribs[5]	0.079	3.0	0.002	1.43	L-Sep.2022	3.0
Other meats	0.240	-0.1	0.000	0.61	L-Jan.2024	0.3
Frankfurters[6]		2.7		1.68	L-Sep.2023	3.8
Lunchmeats[4, 5, 6]		0.6		0.78	L-Oct.2023	1.3
Poultry[4]	0.308	1.5	0.005	0.63	L-Jun.2022	1.5
Chicken[4, 5]	0.247	1.8	0.004	0.64	L-May 2022	2.7
Fresh whole chicken[4, 6]		2.2		1.05	L-Apr.2022	4.0
Fresh and frozen chicken parts[4, 6]		1.5		0.66	L-Jun.2022	1.7
Other uncooked poultry including turkey[5]	0.060	0.5	0.000	1.31	L-Oct.2023	1.0
Fish and seafood	0.250	0.3	0.001	0.51	L-Nov.2023	0.3
Fresh fish and seafood[4, 5]	0.120	0.1	0.000	0.75	S-Jan.2024	0.1
Processed fish and seafood[5]	0.129	1.4	0.002	0.82	L-Feb.2023	1.4
Shelf stable fish and seafood[6]		-1.9		1.41	S-Jan.2024	-2.9
Frozen fish and seafood[6]		2.4		1.00	L-Nov.2021	2.4

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Eggs	0.130	4.6	0.006	0.83	S-Jan.2024	3.4
Dairy and related products	0.738	-0.1	-0.001	0.36	L-Jan.2024	0.2
Milk[5]	0.174	0.1	0.000	0.39	L-Dec.2023	0.1
Fresh whole milk[6]		-0.1		0.37	S-Jan.2024	-1.1
Fresh milk other than whole[4, 5, 6]		-0.3		0.48	S-Jan.2024	-0.9
Cheese and related products[4]	0.233	-0.3	-0.001	0.61	L-Jan.2024	1.0
Ice cream and related products	0.107	-0.5	-0.001	1.05	L-Dec.2023	0.5
Other dairy and related products[5]	0.224	-0.3	-0.001	0.60	–	–
Fruits and vegetables	1.409	0.1	0.001	0.30	L-Jan.2024	0.4
Fresh fruits and vegetables	1.070	0.1	0.001	0.37	L-Jan.2024	0.5
Fresh fruits	0.565	0.3	0.002	0.52	L-Dec.2023	0.4
Apples	0.069	-0.6	0.000	1.00	L-Dec.2023	0.1
Bananas[4]	0.084	0.6	0.001	0.64	S-Jan.2024	-1.5
Citrus fruits[5]	0.157	0.0	0.000	0.84	L-Dec.2023	0.6
Oranges, including tangerines[6]		1.0		1.43	L-Nov.2023	2.0
Other fresh fruits[5]	0.256	0.2	0.000	1.13	L-Jan.2024	0.7
Fresh vegetables	0.504	-0.2	-0.001	0.49	S-Dec.2023	-0.7
Potatoes	0.075	0.1	0.000	0.96	L-Jan.2024	0.9
Lettuce	0.062	5.9	0.004	1.17	L-Jul.2019	6.4
Tomatoes	0.085	-2.0	-0.002	1.05	S-Apr.2023	-2.0
Other fresh vegetables	0.281	-1.0	-0.003	0.73	S-Feb.2023	-1.0
Processed fruits and vegetables[5]	0.339	0.2	0.001	0.43	L-Jan.2024	0.2
Canned fruits and vegetables[5]	0.167	0.6	0.001	0.59	L-Dec.2023	1.1
Canned fruits[5, 6]		0.4		0.93	L-Dec.2023	0.7
Canned vegetables[5, 6]		0.8		0.84	L-Dec.2023	0.8
Frozen fruits and vegetables[5]	0.104	-0.4	0.000	0.84	L-Jan.2024	-0.3
Frozen vegetables[6]		0.0		1.07	L-Jan.2024	0.3
Other processed fruits and vegetables including dried[5]	0.068	1.1	0.001	0.70	L-Oct.2023	1.2
Dried beans, peas, and lentils[4, 5, 6]		0.3		1.06	S-Jan.2024	0.0
Nonalcoholic beverages and beverage materials	1.040	0.3	0.003	0.39	L-Jan.2024	1.2
Juices and nonalcoholic drinks[5]	0.739	0.6	0.004	0.45	L-Jan.2024	1.4
Carbonated drinks	0.331	0.3	0.001	0.82	L-Jan.2024	1.6
Frozen noncarbonated juices and drinks[4, 5]	0.009	-0.1	0.000	1.04	S-Nov.2023	-1.2
Nonfrozen noncarbonated juices and drinks[5]	0.399	0.6	0.002	0.57	L-Jan.2024	1.7
Beverage materials including coffee and tea[5]	0.300	-0.3	-0.001	0.64	S-Dec.2023	-0.5
Coffee	0.186	0.3	0.001	0.85	L-Jan.2024	0.6
Roasted coffee[6]		0.7		1.09	L-Jan.2024	0.8
Instant coffee[4, 6]		-2.3		1.03	S-Mar.2023	-2.4
Other beverage materials including tea[4, 5]	0.114	-1.5	-0.002	0.73	S-Oct.2023	-1.5
Other food at home	2.188	-0.5	-0.010	0.23	S-Jul.2019	-0.7
Sugar and sweets[4]	0.297	-0.8	-0.002	0.50	S-Jul.2020	-0.9
Sugar and sugar substitutes	0.043	-0.5	0.000	0.53	S-Nov.2023	-0.6
Candy and chewing gum[5]	0.193	-1.1	-0.002	0.71	S-Jun.2020	-1.1
Other sweets[5]	0.062	0.4	0.000	0.89	S-Jan.2024	-0.7
Fats and oils	0.253	-1.0	-0.003	0.49	S-Apr.2019	-2.1
Butter and margarine[5]	0.077	-2.7	-0.002	0.83	S-Mar.2023	-2.7
Butter[6]		-5.0		1.34	S-May 2002	-5.3
Margarine[6]		-0.1		1.62	L-Jan.2024	1.1
Salad dressing[4, 5]	0.060	-1.2	-0.001	1.11	S-Nov.2023	-1.6
Other fats and oils including peanut butter[5]	0.116	0.9	0.001	0.71	L-Dec.2023	1.6
Peanut butter[4, 5, 6]		-2.4		0.97	S-Aug.2021	-2.8
Other foods	1.638	-0.3	-0.005	0.29	S-Nov.2023	-0.3

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Soups	0.096	-0.9	-0.001	1.01	S-Sep.2023	-1.9
Frozen and freeze dried prepared foods	0.255	0.8	0.002	0.62	L-Dec.2023	0.8
Snacks	0.345	-0.2	-0.001	0.66	L-Jan.2024	0.6
Spices, seasonings, condiments, sauces	0.329	-0.9	-0.003	0.49	S-Mar.2021	-1.3
Salt and other seasonings and spices[5, 6]		-2.2		0.85	S-Jun.2006	-2.2
Olives, pickles, relishes[4, 5, 6]		0.4		0.87	S-Jan.2024	-0.7
Sauces and gravies[5, 6]		-0.8		0.67	L-Jan.2024	0.5
Other condiments[6]		0.9		0.85	L-Jan.2024	6.9
Baby food and formula[4, 5]	0.048	0.7	0.000	0.89	–	–
Other miscellaneous foods[5]	0.566	-0.6	-0.003	0.51	S-Nov.2020	-1.0
Prepared salads[6, 7]		1.3		0.82	L-Mar.2023	1.4
Food away from home[4]	5.356	0.3	0.014	0.07	L-Jan.2024	0.5
Full service meals and snacks[4, 5]	2.456	0.2	0.005	0.10	L-Jan.2024	0.4
Limited service meals and snacks[4, 5]	2.513	0.3	0.007	0.12	L-Jan.2024	0.6
Food at employee sites and schools[4, 5]	0.079	0.3	0.000	0.23	L-Nov.2023	0.4
Food at elementary and secondary schools[4, 6, 8]		0.0		0.12	–	–
Food from vending machines and mobile vendors[4, 5]	0.049	-0.6	0.000	0.47	L-Jan.2024	-0.5
Other food away from home[4, 5]	0.259	0.6	0.002	0.26	L-Sep.2023	1.2
Energy	6.748	1.1	0.079	0.20	S-Jan.2024	-0.9
Energy commodities	3.588	1.5	0.056	0.22	S-Jan.2024	-3.2
Fuel oil and other fuels	0.169	-1.1	-0.002	0.58	S-Jan.2024	-2.3
Fuel oil	0.084	-1.3	-0.001	0.71	S-Jan.2024	-4.5
Propane, kerosene, and firewood[9]	0.085	-1.3	-0.001	0.64	S-Jun.2023	-1.6
Motor fuel	3.419	1.6	0.058	0.22	S-Jan.2024	-3.3
Gasoline (all types)	3.312	1.7	0.061	0.23	S-Jan.2024	-3.3
Gasoline, unleaded regular[6]		1.9		0.66	S-Jan.2024	-3.4
Gasoline, unleaded midgrade[6, 10]		1.7		0.59	S-Jan.2024	-2.7
Gasoline, unleaded premium[6]		2.0		0.60	L-Sep.2023	2.7
Other motor fuels[4, 5]	0.108	0.6	0.001	0.33	S-Jan.2024	-3.9
Energy services	3.160	0.7	0.022	0.35	S-Dec.2023	0.3
Electricity	2.464	0.9	0.023	0.39	L-Jan.2024	1.2
Utility (piped) gas service	0.695	0.0	0.000	0.59	S-Dec.2023	-0.6
All items less food and energy	79.758	0.4	0.286	0.04	–	–
Commodities less food and energy commodities	18.805	-0.2	-0.029	0.08	S-Jan.2024	-0.3
Household furnishings and supplies[11]	3.509	-0.1	-0.004	0.21	L-Jan.2024	-0.1
Window and floor coverings and other linens[5]	0.296	0.8	0.002	0.96	L-Dec.2023	2.0
Floor coverings[4, 5]	0.073	-0.9	-0.001	0.64	S-Nov.2023	-1.6
Window coverings[4, 5]	0.074	2.6	0.002	2.03	L-Aug.2023	6.8
Other linens[5]	0.150	0.7	0.001	1.52	L-Dec.2023	2.8
Furniture and bedding[4]	0.961	0.3	0.002	0.40	L-Jan.2024	1.3
Bedroom furniture[4]	0.321	0.1	0.000	0.52	L-Jan.2024	1.3
Living room, kitchen, and dining room furniture[4, 5]	0.483	0.8	0.004	0.52	L-Jan.2024	1.3
Other furniture[5]	0.149	-1.3	-0.002	1.06	L-Jan.2024	0.2
Appliances[5]	0.227	-0.7	-0.002	0.66	L-Jan.2024	0.9
Major appliances[5]	0.070	0.6	0.000	0.85	L-Jan.2024	1.2
Laundry equipment[4, 6]		-1.2		1.10	L-Jan.2024	3.0
Other appliances[5]	0.155	-1.9	-0.003	0.84	S-Jan.2021	-2.7
Other household equipment and furnishings[5]	0.518	0.0	0.000	0.60	L-Dec.2023	0.4
Clocks, lamps, and decorator items[4]	0.297	-0.3	-0.001	0.86	S-Dec.2023	-0.3
Indoor plants and flowers[12]	0.115	-0.7	-0.001	1.37	S-Dec.2023	-0.9
Dishes and flatware[4, 5]	0.043	0.1	0.000	1.57	–	–
Nonelectric cookware and tableware[5]	0.063	-1.2	-0.001	0.88	S-Jan.2024	-1.5

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Tools, hardware, outdoor equipment and supplies[4, 5]	0.709	-0.1	-0.001	0.62	S-Jan.2024	-0.7
Tools, hardware and supplies[5]	0.194	0.4	0.001	0.53	L-Nov.2023	0.9
Outdoor equipment and supplies[4, 5]	0.304	-0.8	-0.003	0.90	S-Dec.2023	-1.4
Housekeeping supplies[4]	0.798	-0.7	-0.006	0.33	S-Mar.2021	-0.8
Household cleaning products[4, 5]	0.281	-0.6	-0.002	0.61	S-Nov.2023	-0.7
Household paper products[4, 5]	0.170	-0.1	0.000	0.41	L-Jan.2024	0.1
Miscellaneous household products[4, 5]	0.348	-1.1	-0.004	0.42	S-Aug.2023	-1.1
Apparel	2.605	0.7	0.017	0.34	L-Nov.2022	0.7
Men's and boys' apparel	0.677	-1.0	-0.006	0.55	S-Nov.2023	-1.2
Men's apparel	0.522	-0.6	-0.003	0.66	S-Nov.2023	-1.2
Men's suits, sport coats, and outerwear	0.080	-2.2	-0.002	1.61	S-Sep.2023	-3.0
Men's underwear, nightwear, swimwear, and accessories	0.164	-0.3	-0.001	0.84	S-Nov.2023	-0.8
Men's shirts and sweaters[5]	0.148	1.0	0.001	1.37	L-Aug.2023	1.0
Men's pants and shorts	0.125	0.0	0.000	1.52	L-Jan.2024	1.4
Boys' apparel	0.155	-0.9	-0.001	1.18	S-Dec.2023	-1.3
Women's and girls' apparel	1.047	1.7	0.017	0.55	L-Sep.2018	1.9
Women's apparel	0.916	1.1	0.010	0.57	L-Dec.2021	1.5
Women's outerwear	0.058	2.6	0.002	1.71	L-Aug.2023	3.2
Women's dresses	0.127	2.4	0.003	1.52	S-Jan.2024	-3.8
Women's suits and separates[5]	0.431	-0.1	0.000	0.91	–	–
Women's underwear, nightwear, swimwear, and accessories[5]	0.291	0.4	0.001	0.75	L-Dec.2023	2.2
Girls' apparel	0.132	5.9	0.008	1.61	S-Jan.2024	-4.6
Footwear	0.540	0.5	0.003	0.54	S-Jan.2024	-0.9
Men's footwear[4]	0.189	1.1	0.002	1.00	S-Jan.2024	0.0
Boys' and girls' footwear[4]	0.113	1.0	0.001	1.17	S-Jan.2024	0.1
Women's footwear	0.239	-0.3	-0.001	0.72	S-Jan.2024	-0.4
Infants' and toddlers' apparel	0.105	-0.7	-0.001	0.99	S-Jan.2024	-1.4
Jewelry and watches[9]	0.235	1.6	0.004	1.37	L-Nov.2022	1.6
Watches[4, 9]	0.041	1.2	0.000	1.07	L-Jan.2024	2.5
Jewelry[9]	0.194	2.5	0.005	1.67	L-Sep.2022	3.5
Transportation commodities less motor fuel[11]	6.100	-0.5	-0.029	0.03	S-Jan.2024	-1.1
New vehicles	3.648	-0.2	-0.006	0.02	S-Jun.2020	-0.2
New cars[6]		-0.3		0.06	S-Apr.2021	-0.4
New trucks[6, 13]		-0.2		0.03	S-Jun.2020	-0.3
Used cars and trucks	1.921	-1.1	-0.022	0.03	S-Jan.2024	-3.4
Motor vehicle parts and equipment[4]	0.466	-0.2	-0.001	0.43	–	–
Tires[4]	0.321	-0.3	-0.001	0.44	L-Jan.2024	0.8
Vehicle accessories other than tires[4, 5]	0.144	0.1	0.000	0.85	S-Dec.2023	-1.5
Vehicle parts and equipment other than tires[4, 6]		-1.1		1.04	S-Dec.2023	-2.5
Motor oil, coolant, and fluids[4, 6]		1.8		0.64	L-Apr.2023	2.6
Medical care commodities[4]	1.464	0.2	0.002	0.29	L-Nov.2023	0.5
Medicinal drugs[4, 11]	1.348	0.1	0.002	0.30	–	–
Prescription drugs[4]	0.894	0.3	0.003	0.23	L-Nov.2023	0.5
Nonprescription drugs[11]	0.454	-1.1	-0.005	0.77	S-Aug.2021	-1.2
Medical equipment and supplies[4, 11]	0.116	0.6	0.001	0.69	L-Dec.2023	1.2
Recreation commodities[11]	2.039	-0.5	-0.009	0.21	S-Dec.2023	-0.5
Video and audio products[11]	0.289	-0.6	-0.002	0.48	S-Dec.2023	-1.5
Televisions	0.128	-1.1	-0.001	0.58	S-Nov.2023	-1.3
Other video equipment[5]	0.026	-0.6	0.000	0.93	L-Jan.2024	0.0
Audio equipment[4]	0.062	-2.4	-0.001	1.31	S-Dec.2023	-4.9
Recorded music and music subscriptions[4, 5]	0.069	1.9	0.001	0.65	L-Jan.2024	2.0

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Pets and pet products[4]	0.622	0.4	0.002	0.29	L-Dec.2023	0.5
Pet food[4, 5, 6]		0.8		0.32	L-May 2023	0.8
Purchase of pets, pet supplies, accessories[4, 5, 6]		-0.4		0.68	S-Nov.2023	-0.5
Sporting goods[4]	0.650	-1.0	-0.006	0.37	S-Dec.2023	-1.2
Sports vehicles including bicycles[4]	0.431	-1.6	-0.007	0.56	S-Sep.2022	-2.6
Sports equipment[4]	0.208	0.2	0.000	0.45	–	–
Photographic equipment and supplies	0.025	0.0	0.000	1.36	S-Dec.2023	-0.5
Photographic equipment[5, 6]		-0.4		1.38	S-Dec.2023	-0.6
Recreational reading materials[4]	0.101	1.5	0.002	0.70	L-Sep.2023	1.5
Newspapers and magazines[4, 5]	0.055	-1.0	-0.001	1.00	S-Jan.2024	-1.6
Recreational books[4, 5]	0.046	4.5	0.002	0.93	L-Aug.2016	5.3
Other recreational goods[5]	0.354	-1.4	-0.005	0.58	S-Jul.2023	-2.4
Toys	0.279	-1.7	-0.005	0.68	S-Jul.2023	-3.0
Toys, games, hobbies and playground equipment[5, 6]		-2.2		0.83	S-Jul.2023	-3.4
Sewing machines, fabric and supplies[4, 5]	0.028	-1.3	0.000	1.29	L-Dec.2023	3.2
Music instruments and accessories[4, 5]	0.030	0.8	0.000	0.70	S-Jan.2024	-0.4
Education and communication commodities[11]	0.865	-1.2	-0.010	0.62	S-Nov.2023	-2.6
Educational books and supplies[4]	0.081	-0.9	-0.001	1.09	S-Nov.2023	-1.5
College textbooks[4, 6, 14]		-0.7		1.14	S-Jan.2024	-1.1
Information technology commodities[11]	0.784	-1.2	-0.009	0.67	S-Nov.2023	-2.7
Computers, peripherals, and smart home assistants[4, 7]	0.313	-0.5	-0.001	0.98	S-Dec.2023	-1.3
Computer software and accessories[4, 5]	0.021	1.0	0.000	1.76	S-Dec.2023	-2.8
Telephone hardware, calculators, and other consumer information items[4, 5]	0.449	-1.8	-0.008	0.92	S-Nov.2023	-3.7
Smartphones[4, 6, 15]		-0.9		1.03	S-Nov.2023	-3.7
Alcoholic beverages	0.848	0.1	0.001	0.17	L-Jan.2024	0.3
Alcoholic beverages at home	0.478	-0.2	-0.001	0.22	S-Nov.2023	-0.2
Beer, ale, and other malt beverages at home	0.177	-0.5	-0.001	0.31	S-Oct.2021	-0.9
Distilled spirits at home[4]	0.117	-0.2	0.000	0.42	S-Dec.2023	-0.5
Whiskey at home[4, 6]		-1.0		0.48	S-Oct.2023	-1.0
Distilled spirits, excluding whiskey, at home[4, 6]		0.3		0.53	S-Jan.2024	-0.6
Wine at home[4]	0.184	-0.1	0.000	0.36	S-Dec.2023	-0.1
Alcoholic beverages away from home[4]	0.370	0.4	0.001	0.25	L-Sep.2023	0.9
Beer, ale, and other malt beverages away from home[4, 5, 6]		0.4		0.27	L-Sep.2023	0.8
Wine away from home[4, 5, 6]		0.1		0.35	L-Jan.2024	0.4
Distilled spirits away from home[4, 5, 6]		0.7		0.22	L-Sep.2023	0.7
Other goods[11]	1.374	0.2	0.003	0.21	S-Dec.2023	-0.5
Tobacco and smoking products[4]	0.541	0.4	0.002	0.25	S-Jan.2024	0.3
Cigarettes[4, 5]	0.445	0.7	0.003	0.24	S-Jan.2024	0.5
Tobacco products other than cigarettes[4, 5]	0.091	-1.2	-0.001	0.65	S-Jan.2015	-1.2
Personal care products[4]	0.668	0.2	0.001	0.33	S-Dec.2023	-1.1
Hair, dental, shaving, and miscellaneous personal care products[4, 5]	0.351	0.2	0.001	0.44	S-Dec.2023	0.0
Cosmetics, perfume, bath, nail preparations and implements[4]	0.306	0.2	0.001	0.48	S-Dec.2023	-2.3
Miscellaneous personal goods[5]	0.165	-0.4	-0.001	0.83	L-Dec.2023	0.3
Stationery, stationery supplies, gift wrap[6]		1.6		0.87	L-Sep.2023	2.0
Services less energy services	60.953	0.5	0.319	0.06	–	–
Shelter	36.184	0.4	0.151	0.07	–	–
Rent of shelter[16]	35.774	0.5	0.179	0.07	L-Jan.2024	0.6
Rent of primary residence	7.639	0.4	0.031	0.06	S-Jan.2024	0.4

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Lodging away from home[5]	1.422	0.1	0.001	1.31	–	–
Housing at school, excluding board[16]	0.243	0.3	0.001	0.03	–	–
Other lodging away from home including hotels and motels	1.179	0.0	0.001	1.52	S-Nov.2023	-0.6
Owners' equivalent rent of residences[16]	26.713	0.4	0.117	0.05	–	–
Owners' equivalent rent of primary residence[16]	25.386	0.4	0.111	0.05	–	–
Tenants' and household insurance[4, 5]	0.410	0.5	0.002	0.11	L-Jan.2024	0.7
Water and sewer and trash collection services[5]	1.095	0.3	0.003	0.12	S-Dec.2023	0.1
Water and sewerage maintenance	0.768	0.5	0.003	0.13	L-Jan.2024	1.2
Garbage and trash collection[4, 13]	0.327	-0.1	0.000	0.20	S-Sep.2023	-0.1
Household operations[4, 5]	0.985	0.8	0.008	0.30	L-Jul.2023	1.8
Domestic services[4, 5]	0.314	0.9	0.003	0.44	L-Jul.2023	1.2
Gardening and lawncare services[4, 5]						
Moving, storage, freight expense[4, 5]	0.141	0.7	0.001	0.92	S-Jan.2024	-1.0
Repair of household items[4, 5]	0.138		0.002	0.22	–	–
Medical care services	6.501	0.6	0.036	0.14	L-Jan.2024	0.7
Professional services	3.608	0.0	0.000	0.16	–	–
Physicians' services[4]	1.814	0.1	0.002	0.16	L-Jan.2024	0.6
Dental services	0.904	-0.4	-0.003	0.21	S-Aug.2020	-0.5
Eyeglasses and eye care[4, 9]	0.332	0.0	0.000	0.40	S-Jan.2024	0.0
Services by other medical professionals[4, 9]	0.558	0.6	0.003	0.18	L-Jan.2024	0.6
Hospital and related services[4]	2.309	1.2	0.028	0.17	L-Jan.2024	1.6
Hospital services[4, 17]	1.983	1.0	0.019	0.20	L-Jan.2024	1.6
Inpatient hospital services[4, 6, 17]		0.6		0.46	L-Jan.2024	1.5
Outpatient hospital services[4, 6, 9]		1.3		0.46	L-Jan.2024	2.0
Nursing homes and adult day services[17]	0.169	-0.2	0.000	0.24	S-Sep.2023	-0.8
Care of invalids and elderly at home[4, 8]	0.156	5.9	0.009	0.27	L-EVER	–
Health insurance[4, 8]	0.584	1.2	0.007	0.14	L-Jan.2024	1.4
Transportation services	6.390	1.5	0.098	0.19	L-Aug.2023	1.6
Leased cars and trucks[4, 14]	0.517		0.014	0.42	–	–
Car and truck rental[5]	0.133	-0.8	-0.001	1.04	S-Dec.2023	-1.3
Motor vehicle maintenance and repair[4]	1.234	1.7	0.021	0.24	L-Sep.2022	1.9
Motor vehicle body work[4]						
Motor vehicle maintenance and servicing[4]	0.572	0.8	0.004	0.33	L-Jan.2024	1.0
Motor vehicle repair[4, 5]	0.516	3.1	0.016	0.51	L-Aug.2022	3.5
Motor vehicle insurance	2.854	2.6	0.073	0.29	L-Jul.2020	9.4
Motor vehicle fees[4, 5]	0.541	0.2	0.001	0.24	–	–
State motor vehicle registration and license fees[4, 5]	0.290	0.0	0.000	0.04	L-Jan.2024	0.6
Parking and other fees[4, 5]	0.228	0.4	0.001	0.46	S-Nov.2023	-2.6
Parking fees and tolls[5, 6]		1.3		0.38	L-Jan.2024	1.3
Public transportation	1.112	-1.0	-0.011	0.64	S-Jul.2023	-2.7
Airline fares	0.806	-0.4	-0.003	0.88	S-Jul.2023	-3.9
Other intercity transportation	0.084	2.0	0.002	0.94	L-Dec.2020	2.6
Ship fare[4, 5, 6]		0.3		1.05	L-Jan.2024	2.1
Intracity transportation[4]	0.215	1.2	0.002	0.51	L-Sep.2023	1.9
Intracity mass transit[4, 6, 11]		0.0		0.04	–	–
Recreation services[11]	3.264	0.1	0.002	0.17	S-Nov.2023	0.1
Video and audio services[11]	0.913	1.0	0.009	0.18	L-Feb.2023	1.5
Cable, satellite, and live streaming television service[13]	0.785	0.5	0.004	0.15	S-Jan.2024	0.2
Purchase, subscription, and rental of video[4, 5]	0.129	3.8	0.005	0.92	L-Jan.2019	3.8
Video discs and other media[4, 5, 6]		14.7		1.92	L-EVER	–

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Subscription and rental of video and video games[4, 5, 6]		0.3		0.52	L-Dec.2023	0.4
Pet services including veterinary[4, 5]	0.429	1.9	0.008	0.40	L-Apr.2023	2.8
Pet services[4, 5, 6]		0.3		0.41	S-Dec.2023	0.0
Veterinarian services[4, 5, 6]		2.5		0.66	L-Apr.2023	3.2
Photographers and photo processing[4, 5]	0.050	0.1	0.000	0.36	L-Jan.2024	0.7
Other recreation services[5]	1.870	-0.8	-0.015	0.33	S-Nov.2021	-0.9
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[4, 5]	0.716	0.2	0.001	0.26	S-Nov.2023	0.2
Admissions[4]	0.638	-2.1	-0.013	0.68	S-Nov.2021	-2.2
Admission to movies, theaters, and concerts[4, 5, 6]		-0.1		0.65	S-Sep.2023	-0.4
Admission to sporting events[4, 5, 6]		-8.9		2.81	S-EVER	–
Fees for lessons or instructions[4, 9]	0.216	-0.3	-0.001	0.30	L-Jan.2024	0.7
Education and communication services[11]	5.020	0.2	0.010	0.06	S-Dec.2023	0.2
Tuition, other school fees, and childcare	2.391	0.2	0.005	0.09	S-Dec.2023	0.2
College tuition and fees	1.260	0.2	0.002	0.06	L-Jan.2024	0.2
Elementary and high school tuition and fees	0.288	0.3	0.001	0.11	–	–
Day care and preschool[12]	0.707	0.1	0.000	0.14	S-Jun.2023	0.0
Technical and business school tuition and fees[4, 5]	0.048	0.2	0.000	0.17	L-Nov.2023	0.2
Postage and delivery services[5]	0.067	0.4	0.000	0.09	S-Dec.2023	0.1
Postage	0.058	0.4	0.000	0.00	S-Dec.2023	0.2
Delivery services[5]	0.009	0.1	0.000	0.54	S-Dec.2023	-0.5
Telephone services[4, 5]	1.559	-0.2	-0.003	0.05	S-Aug.2023	-0.2
Wireless telephone services[4, 5]	1.349	0.0	-0.001	0.03	L-Dec.2023	0.0
Residential telephone services[4, 11]	0.210	-1.0	-0.002	0.26	S-Oct.2018	-1.1
Internet services and electronic information providers[4, 5]	0.993	0.8	0.008	0.19	S-Dec.2023	0.1
Other personal services[4, 11]	1.513	0.8	0.011	0.12	L-Jan.2024	1.0
Personal care services[4]	0.627	0.1	0.000	0.16	S-Dec.2023	0.1
Haircuts and other personal care services[4, 5]	0.627	0.1	0.000	0.16	S-Dec.2023	0.1
Miscellaneous personal services[4]	0.886	1.3	0.011	0.18	L-Apr.2023	2.4
Legal services[4, 9]	0.252		0.007	0.13	–	–
Funeral expenses[4, 9]	0.157	1.5	0.002	0.23	L-Oct.2022	1.7
Laundry and dry cleaning services[4, 5]	0.155	-0.1	0.000	0.21	S-Jun.2023	-0.4
Apparel services other than laundry and dry cleaning[4, 5]	0.025	2.2	0.001	0.46	L-Sep.2022	5.0
Financial services[4, 9]	0.232	0.3	0.001	0.44	S-Dec.2023	-0.2
Checking account and other bank services[4, 5, 6]		1.4		0.07	L-Sep.2023	3.2
Tax return preparation and other accounting fees[4, 5, 6]		-0.2		1.31	S-Aug.2023	-2.4
Special aggregate indexes						
All items less food	86.505	0.4	0.364	0.04	S-Jan.2024	0.3
All items less shelter	63.816	0.4	0.227	0.05	S-Jan.2024	0.1
All items less food and shelter	50.321	0.4	0.214	0.06	S-Jan.2024	0.1
All items less food, shelter, and energy	43.573	0.3	0.135	0.05	–	–
All items less food, shelter, energy, and used cars and trucks	41.653	0.4	0.157	0.06	L-Jan.2024	0.4
All items less medical care	92.034	0.4	0.340	0.04	S-Jan.2024	0.3
All items less energy	93.252	0.3	0.299	0.04	–	–

See footnotes at end of table.

Table 6. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 1-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	One Month				
		Seasonally adjusted percent change Feb. 2024-Mar. 2024	Seasonally adjusted effect on All Items Feb. 2024-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) seasonally adjusted change since:[3]	
					Date	Percent change
Commodities	35.887	0.1	0.041	0.06	S-Jan.2024	-0.3
Commodities less food, energy, and used cars and trucks	16.884	0.0	-0.007	0.09	S-Dec.2023	-0.2
Commodities less food	22.393	0.1	0.027	0.07	S-Jan.2024	-0.7
Commodities less food and beverages	21.545	0.1	0.027	0.08	S-Jan.2024	-0.7
Services	64.113	0.5	0.342	0.06	–	–
Services less rent of shelter[16]	28.339	0.8	0.239	0.08	L-Sep.2022	0.9
Services less medical care services	57.611	0.6	0.373	0.06	L-Jan.2024	0.6
Durables	10.164	-0.2	-0.023	0.10	S-Jan.2024	-0.5
Nondurables	25.723	0.1	0.028	0.07	S-Jan.2024	-0.4
Nondurables less food	12.228	0.0	-0.002	0.12	S-Jan.2024	-1.4
Nondurables less food and beverages	11.381	0.0	-0.003	0.12	S-Jan.2024	-1.5
Nondurables less food, beverages, and apparel	8.775	0.0	0.000	0.13	S-Jan.2024	-1.6
Nondurables less food and apparel	9.623	-0.1	-0.007	0.12	S-Jan.2024	-1.5
Housing	45.101	0.4	0.178	0.07	–	–
Education and communication[5]	5.885	0.0	0.000	0.11	S-Nov.2023	-0.3
Education[5]	2.472	0.2	0.004	0.10	S-Nov.2023	0.1
Communication[5]	3.412	-0.1	-0.004	0.17	S-Nov.2023	-0.5
Information and information processing[5]	3.345	-0.1	-0.004	0.17	S-Nov.2023	-0.6
Information technology, hardware and services[18]	1.786	-0.1	-0.002	0.31	S-Dec.2023	-0.1
Recreation[5]	5.303	-0.1	-0.007	0.14	S-Nov.2023	-0.2
Video and audio[5]	1.202	0.6	0.007	0.17	–	–
Pets, pet products and services[5]	1.051	1.0	0.010	0.28	L-Apr.2023	1.8
Photography[5]	0.076	0.1	0.000	0.55	L-Jan.2024	1.1
Food and beverages	14.342	0.1	0.014	0.07	L-Jan.2024	0.4
Domestically produced farm food[4]	6.765	-0.1	-0.005	0.13	S-Dec.2023	-0.1
Other services	9.797	0.2	0.024	0.08	S-Nov.2023	0.1
Apparel less footwear	2.065	0.7	0.014	0.41	L-Nov.2022	0.9
Fuels and utilities	4.423	0.5	0.024	0.26	S-Dec.2023	0.2
Household energy	3.329	0.6	0.021	0.33	S-Dec.2023	0.2
Medical care	7.966	0.5	0.039	0.13	L-Jan.2024	0.5
Transportation	15.910	0.8	0.127	0.08	S-Jan.2024	-0.6
Private transportation	14.798	0.9	0.138	0.08	S-Jan.2024	-0.8
New and used motor vehicles[5]	6.285	-0.2	-0.015	0.05	S-Jan.2024	-1.4
Utilities and public transportation	7.710	0.4	0.033	0.17	S-Dec.2023	0.3
Household furnishings and operations	4.494	0.1	0.004	0.19	L-Sep.2023	0.1
Other goods and services	2.888	0.4	0.011	0.12	L-Jan.2024	0.5
Personal care	2.347	0.4	0.009	0.14	L-Jan.2024	0.6

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that month the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 0.6 percent, and its standard error was 0.15 percent, the margin of error on this item's 1-month percent change would be 0.6 percent, plus or minus 0.3 percent.

[3] If the current seasonally adjusted 1-month percent change is greater than the previous published 1-month percent change, then this column identifies the closest prior month with a 1-month percent change as (L)arge as or (L)arger than the current 1-month change. If the current 1-month percent change is smaller than the previous published 1-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 1-month percent changes are equal, a dash will appear. Standard numerical comparisons are used. For example, 0.8% is greater than 0.6%, -0.4% is less than -0.2%, and -0.2% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Not seasonally adjusted.

[5] Indexes on a December 1997=100 base.

[6] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.
[7] Indexes on a December 2007=100 base.
[8] Indexes on a December 2005=100 base.
[9] Indexes on a December 1986=100 base.
[10] Indexes on a December 1993=100 base.
[11] Indexes on a December 2009=100 base.
[12] Indexes on a December 1990=100 base.
[13] Indexes on a December 1983=100 base.
[14] Indexes on a December 2001=100 base.
[15] Indexes on a December 2019=100 base.
[16] Indexes on a December 1982=100 base.
[17] Indexes on a December 1996=100 base.
[18] Indexes on a December 1988=100 base.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
All items	100.000	3.5		0.10	L-Sep.2023	3.7
Food	13.495	2.2	0.302	0.25	–	–
Food at home	8.138	1.2	0.098	0.21	L-Jan.2024	1.2
Cereals and bakery products	1.062	0.2	0.002	0.43	S-Jun.2021	0.2
Cereals and cereal products	0.314	-1.3	-0.005	0.82	S-Feb.2018	-1.3
Flour and prepared flour mixes	0.052	-0.2	0.000	1.61	S-Jun.2021	-0.8
Breakfast cereal	0.123	-1.7	-0.002	1.50	S-Feb.2020	-1.8
Rice, pasta, cornmeal	0.139	-1.4	-0.002	1.04	S-Jun.2021	-1.5
Rice[4, 5]		-1.3		1.94	L-Dec.2023	0.1
Bakery products	0.747	0.9	0.008	0.53	S-Jun.2021	0.7
Bread[4]	0.200	0.2	0.001	0.91	S-Apr.2021	-1.2
White bread[5]		0.2		1.09	S-Aug.2021	-1.3
Bread other than white[5]		0.1		1.11	S-Apr.2021	-0.1
Fresh biscuits, rolls, muffins[4]	0.115	2.6	0.003	1.48	L-Jan.2024	2.9
Cakes, cupcakes, and cookies	0.193	0.2	0.000	0.99	S-Feb.2020	-1.2
Cookies[5]		0.1		1.48	S-Oct.2021	-0.2
Fresh cakes and cupcakes[5]		1.0		1.42	S-Jun.2021	0.0
Other bakery products	0.240	1.4	0.004	1.03	S-Jun.2021	-0.5
Fresh sweetrolls, coffeecakes, doughnuts[5]		0.2		1.92	S-Jun.2021	-2.6
Crackers, bread, and cracker products[5]		3.4		1.39	S-Jun.2021	1.0
Frozen and refrigerated bakery products, pies, tarts, turnovers[5]		0.0		1.47	S-Jun.2021	-1.1
Meats, poultry, fish, and eggs	1.702	1.3	0.024	0.46	L-Apr.2023	2.8
Meats, poultry, and fish	1.573	2.1	0.034	0.44	L-Jan.2024	2.1
Meats	1.015	3.4	0.034	0.46	L-Jan.2024	3.5
Beef and veal	0.454	7.6	0.033	0.72	L-Jan.2024	7.7
Uncooked ground beef	0.157	6.2	0.010	0.85	L-Dec.2023	6.7
Uncooked beef roasts[4]	0.077	11.2	0.007	1.73	L-Nov.2023	12.5
Uncooked beef steaks[4]	0.170	7.2	0.013	1.31	S-Jun.2023	4.3
Uncooked other beef and veal[4]	0.049	8.0	0.004	1.35	L-May 2022	12.1
Pork	0.321	0.3	0.001	0.93	L-Oct.2023	0.3
Bacon, breakfast sausage, and related products[4]	0.139	-0.3	0.000	1.31	L-Feb.2023	-0.3
Bacon and related products[5]		2.5		1.77	S-Jan.2024	0.6
Breakfast sausage and related products[4, 5]		-4.0		1.74	L-Jan.2024	-3.4
Ham	0.063	-4.2	-0.003	2.23	L-Jan.2024	-3.0
Ham, excluding canned[5]		-4.7		2.73	L-Jan.2024	-3.6
Pork chops	0.040	2.5	0.001	1.85	L-Jan.2024	3.6
Other pork including roasts, steaks, and ribs[4]	0.079	4.1	0.003	1.90	L-Sep.2022	4.6
Other meats	0.240	0.1	0.000	1.19	S-Dec.2023	-0.2
Frankfurters[5]		6.2		2.50	L-Jan.2024	7.1
Lunchmeats[4, 5]		0.0		1.24	S-Nov.2023	-0.1
Poultry	0.308	2.1	0.007	0.96	L-May 2023	2.1
Chicken[4]	0.247	2.0	0.006	1.13	L-Apr.2023	3.4
Fresh whole chicken[5]		3.0		1.90	L-Jan.2024	3.7
Fresh and frozen chicken parts[5]		1.5		1.39	L-Apr.2023	2.8
Other uncooked poultry including turkey[4]	0.060	2.2	0.001	2.36	S-Oct.2021	1.7
Fish and seafood	0.250	-2.6	-0.007	0.91	L-Jan.2024	-2.6
Fresh fish and seafood[4]	0.120	-3.1	-0.004	1.29	L-Dec.2023	-2.5
Processed fish and seafood[4]	0.129	-2.0	-0.003	1.31	L-Jan.2024	-1.3
Shelf stable fish and seafood[5]		0.0		1.98	L-Jan.2024	1.9
Frozen fish and seafood[5]		-2.6		2.02	L-Jan.2024	-1.2
Eggs	0.130	-6.8	-0.010	1.90	L-May 2023	-0.4

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Dairy and related products	0.738	-1.9	-0.015	0.53	S-Feb.2018	-1.9
Milk[4]	0.174	-1.6	-0.003	0.82	L-Oct.2023	-1.6
Fresh whole milk[5]		-2.0		1.08	L-Apr.2023	-0.1
Fresh milk other than whole[4, 5]		-1.3		0.89	L-Oct.2023	-0.9
Cheese and related products	0.233	-3.1	-0.008	0.83	S-Dec.2023	-3.3
Ice cream and related products	0.107	-1.9	-0.002	1.46	S-May 2021	-2.6
Other dairy and related products[4]	0.224	-1.0	-0.002	1.03	–	–
Fruits and vegetables	1.409	2.0	0.029	0.54	L-Aug.2023	2.1
Fresh fruits and vegetables	1.070	2.2	0.024	0.65	L-Feb.2023	2.6
Fresh fruits	0.565	1.5	0.009	1.01	L-Jan.2024	1.9
Apples	0.069	-10.1	-0.008	2.13	S-Jul.2015	-10.4
Bananas	0.084	0.0	0.000	1.24	L-Dec.2023	1.0
Citrus fruits[4]	0.157	-1.3	-0.002	1.54	L-Jan.2024	1.2
Oranges, including tangerines[5]		0.9		1.92	L-Dec.2023	5.3
Other fresh fruits[4]	0.256	8.3	0.020	2.02	L-Aug.2022	9.2
Fresh vegetables	0.504	3.0	0.015	0.83	L-Feb.2023	5.3
Potatoes	0.075	-0.9	-0.001	1.57	L-Jan.2024	-0.3
Lettuce	0.062	5.8	0.004	2.06	L-Jul.2023	6.6
Tomatoes	0.085	4.5	0.004	1.57	S-Jan.2024	1.8
Other fresh vegetables	0.281	3.2	0.009	1.08	S-Jan.2024	1.1
Processed fruits and vegetables[4]	0.339	1.5	0.005	0.83	L-Jan.2024	2.5
Canned fruits and vegetables[4]	0.167	2.7	0.005	0.97	L-Oct.2023	3.2
Canned fruits[4, 5]		1.7		1.70	L-Jan.2024	2.2
Canned vegetables[4, 5]		3.3		1.03	L-Oct.2023	3.3
Frozen fruits and vegetables[4]	0.104	-0.9	-0.001	1.92	S-Sep.2019	-1.7
Frozen vegetables[5]		0.8		2.53	L-Jan.2024	5.0
Other processed fruits and vegetables including dried[4]	0.068	2.3	0.002	1.35	L-Nov.2023	2.8
Dried beans, peas, and lentils[4, 5]		3.0		1.79	L-Feb.2023	6.0
Nonalcoholic beverages and beverage materials	1.040	2.4	0.025	0.55	L-Jan.2024	3.4
Juices and nonalcoholic drinks[4]	0.739	3.6	0.027	0.78	L-Jan.2024	4.8
Carbonated drinks	0.331	4.2	0.014	1.34	–	–
Frozen noncarbonated juices and drinks[4]	0.009	27.5	0.002	2.15	L-Jan.2024	29.0
Nonfrozen noncarbonated juices and drinks[4]	0.399	2.7	0.011	0.89	L-Jan.2024	4.2
Beverage materials including coffee and tea[4]	0.300	-0.7	-0.002	0.93	S-Jan.2020	-0.8
Coffee	0.186	-2.2	-0.005	1.16	L-Jan.2024	-1.4
Roasted coffee[5]		-1.9		1.62	L-Jan.2024	-1.2
Instant coffee[5]		-3.2		2.19	L-Jan.2024	-2.3
Other beverage materials including tea[4]	0.114	2.0	0.002	1.39	S-Jan.2022	1.0
Other food at home	2.188	1.4	0.032	0.35	S-Jul.2021	1.3
Sugar and sweets	0.297	4.3	0.013	0.94	S-Nov.2021	3.8
Sugar and sugar substitutes	0.043	5.6	0.002	1.21	S-Jan.2022	5.6
Candy and chewing gum[4]	0.193	4.4	0.008	1.30	S-Nov.2021	3.1
Other sweets[4]	0.062	3.1	0.002	1.59	L-Dec.2023	3.4
Fats and oils	0.253	1.4	0.004	0.91	S-May 2020	1.0
Butter and margarine[4]	0.077	-2.1	-0.002	1.44	–	–
Butter[5]		-0.5		2.05	S-Jan.2024	-1.6
Margarine[5]		-3.5		2.31	L-Jan.2024	-2.0
Salad dressing[4]	0.060	-0.4	0.000	1.66	S-Mar.2021	-0.5
Other fats and oils including peanut butter[4]	0.116	4.9	0.006	1.58	L-Jan.2024	5.1
Peanut butter[4, 5]		1.6		2.21	S-Aug.2023	0.7
Other foods	1.638	0.9	0.016	0.42	S-Aug.2021	0.6
Soups	0.096	-0.2	0.000	1.86	S-Sep.2023	-0.9
Frozen and freeze dried prepared foods	0.255	-0.4	-0.001	1.04	S-May 2021	-1.0

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Snacks	0.345	0.1	0.000	0.93	S-Aug.2021	-0.4
Spices, seasonings, condiments, sauces	0.329	2.6	0.008	0.80	S-Oct.2021	2.6
Salt and other seasonings and spices[4, 5]		1.0		1.42	S-Oct.2020	0.8
Olives, pickles, relishes[4, 5]		2.6		2.13	S-Jan.2024	2.5
Sauces and gravies[4, 5]		3.1		1.28	S-Oct.2021	1.8
Other condiments[5]		4.2		4.01	L-Nov.2023	5.0
Baby food and formula[4]	0.048	9.9	0.004	1.81	L-May 2023	10.1
Other miscellaneous foods[4]	0.566	0.7	0.005	0.89	S-Jun.2021	0.3
Prepared salads[5, 6]		-1.2		1.58	S-Aug.2023	-1.3
Food away from home	5.356	4.2	0.205	0.51	S-Jun.2021	4.2
Full service meals and snacks[4]	2.456	3.2	0.076	0.43	S-Mar.2021	3.2
Limited service meals and snacks[4]	2.513	5.0	0.114	0.32	S-Aug.2020	4.8
Food at employee sites and schools[4]	0.079	3.7	0.003	50.66	L-Nov.2023	4.0
Food at elementary and secondary schools[5, 7]		2.0		65.81	S-Oct.2023	-22.2
Food from vending machines and mobile vendors[4]	0.049	6.2	0.001	2.27	S-Mar.2022	5.5
Other food away from home[4]	0.259	6.1	0.011	0.84	S-Jul.2023	5.9
Energy	6.748	2.1	0.152	0.38	L-Feb.2023	5.2
Energy commodities	3.588	0.9	0.054	0.29	L-Sep.2023	2.2
Fuel oil and other fuels	0.169	-3.1	-0.006	0.86	L-Feb.2023	5.7
Fuel oil	0.084	-3.7	-0.004	1.13	L-Feb.2023	9.2
Propane, kerosene, and firewood[8]	0.085	-3.8	-0.002	1.24	S-Dec.2023	-5.0
Motor fuel	3.419	1.0	0.060	0.29	L-Sep.2023	2.7
Gasoline (all types)	3.312	1.3	0.066	0.30	L-Sep.2023	3.0
Gasoline, unleaded regular[5]		1.3		0.83	L-Sep.2023	3.0
Gasoline, unleaded midgrade[5, 9]		1.9		0.73	L-Sep.2023	3.4
Gasoline, unleaded premium[5]		1.8		0.80	L-Sep.2023	3.0
Other motor fuels[4]	0.108	-6.0	-0.006	0.73	L-Feb.2023	16.5
Energy services	3.160	3.1	0.098	0.77	L-Apr.2023	5.9
Electricity	2.464	5.0	0.123	0.94	L-Jun.2023	5.4
Utility (piped) gas service	0.695	-3.2	-0.025	1.19	L-Apr.2023	-2.1
All items less food and energy	79.758	3.8	3.023	0.12	–	–
Commodities less food and energy commodities	18.805	-0.7	-0.153	0.20	S-Jun.2020	-1.1
Household furnishings and supplies[10]	3.509	-2.7	-0.126	0.63	S-Jan.2011	-2.9
Window and floor coverings and other linens[4]	0.296	-2.8	-0.009	2.17	L-Sep.2023	-1.3
Floor coverings[4]	0.073	-1.1	-0.001	3.64	S-Nov.2023	-1.2
Window coverings[4]	0.074	6.1	0.004	5.31	L-Nov.2023	7.3
Other linens[4]	0.150	-8.2	-0.013	3.16	L-Sep.2023	-3.6
Furniture and bedding	0.961	-3.8	-0.046	1.02	S-Dec.2023	-4.3
Bedroom furniture	0.321	-1.5	-0.006	1.54	L-Jan.2024	-0.9
Living room, kitchen, and dining room furniture[4]	0.483	-3.8	-0.023	1.64	L-Jun.2023	-2.1
Other furniture[4]	0.149	-8.3	-0.018	2.71	S-Sep.2016	-9.1
Appliances[4]	0.227	-6.3	-0.019	1.48	S-EVER	–
Major appliances[4]	0.070	-6.1	-0.008	2.10	L-Feb.2023	-5.9
Laundry equipment[5]		-14.6		2.40	S-EVER	–
Other appliances[4]	0.155	-6.3	-0.012	1.95	S-Aug.2010	-7.8
Other household equipment and furnishings[4]	0.518	-2.4	-0.014	1.45	S-Mar.2020	-2.9
Clocks, lamps, and decorator items	0.297	-3.5	-0.011	2.22	S-Mar.2020	-4.8
Indoor plants and flowers[11]	0.115	2.8	0.003	2.14	S-Dec.2023	1.8
Dishes and flatware[4]	0.043	-3.9	-0.002	3.51	L-Dec.2023	-2.0
Nonelectric cookware and tableware[4]	0.063	-4.9	-0.005	1.77	L-Nov.2023	-3.0
Tools, hardware, outdoor equipment and supplies[4]	0.709	-3.7	-0.038	1.83	S-Jul.2010	-3.9
Tools, hardware and supplies[4]	0.194	-2.0	-0.005	1.55	S-May 2016	-2.5
Outdoor equipment and supplies[4]	0.304	-4.9	-0.025	3.04	S-EVER	–

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Housekeeping supplies	0.798	0.1	0.001	0.79	S-Aug.2021	-0.1
Household cleaning products[4]	0.281	0.3	0.001	1.16	S-Jul.2021	0.3
Household paper products[4]	0.170	1.9	0.003	1.24	S-Aug.2021	0.3
Miscellaneous household products[4]	0.348	-0.7	-0.003	1.53	S-Nov.2021	-1.1
Apparel	2.605	0.4	0.016	0.75	L-Dec.2023	1.0
Men's and boys' apparel	0.677	1.0	0.007	1.12	S-Mar.2021	-2.7
Men's apparel	0.522	1.6	0.010	1.26	S-Jun.2021	1.5
Men's suits, sport coats, and outerwear	0.080	-6.5	-0.004	3.46	S-Jun.2021	-7.0
Men's underwear, nightwear, swimwear, and accessories	0.164	3.1	0.004	1.72	S-Jan.2024	2.2
Men's shirts and sweaters[4]	0.148	5.1	0.008	3.02	L-Oct.2023	6.7
Men's pants and shorts	0.125	0.6	0.001	2.99	S-Feb.2023	0.2
Boys' apparel	0.155	-0.9	-0.002	2.80	S-Jan.2023	-1.0
Women's and girls' apparel	1.047	-0.1	0.002	1.45	L-Dec.2023	0.6
Women's apparel	0.916	-0.1	0.003	1.68	L-Jan.2024	0.5
Women's outerwear	0.058	-2.2	-0.001	3.35	S-Jan.2023	-4.0
Women's dresses	0.127	-0.8	0.003	3.24	L-Dec.2023	0.5
Women's suits and separates[4]	0.431	0.0	0.003	2.14	–	–
Women's underwear, nightwear, swimwear, and accessories[4]	0.291	-0.4	-0.002	2.75	L-Jan.2024	1.9
Girls' apparel	0.132	2.1	-0.002	3.79	L-Aug.2023	3.5
Footwear	0.540	1.5	0.009	1.24	L-Nov.2022	2.3
Men's footwear	0.189	4.6	0.009	1.86	L-Jul.2022	4.9
Boys' and girls' footwear	0.113	-1.9	-0.003	2.13	S-Dec.2023	-2.0
Women's footwear	0.239	0.8	0.003	1.82	L-Jan.2024	1.4
Infants' and toddlers' apparel	0.105	2.1	0.002	3.33	S-Jan.2024	-1.7
Jewelry and watches[8]	0.235	-2.1	-0.004	2.65	L-Jan.2024	0.6
Watches[8]	0.041	4.5	0.002	2.17	L-Nov.2022	5.1
Jewelry[8]	0.194	-3.3	-0.006	3.21	L-Jan.2024	0.6
Transportation commodities less motor fuel[10]	6.100	-0.8	-0.050	0.09	S-Jan.2024	-0.8
New vehicles	3.648	-0.1	-0.002	0.10	S-Jun.2020	-0.2
New cars[5]		-0.9		0.23	S-May 2018	-1.4
New trucks[5, 12]		0.0		0.20	S-Jun.2020	-0.1
Used cars and trucks	1.921	-2.2	-0.041	0.10	S-Jan.2024	-3.5
Motor vehicle parts and equipment	0.466	-0.8	-0.004	0.87	S-Jan.2024	-0.8
Tires	0.321	-0.6	-0.002	0.99	S-Dec.2023	-1.1
Vehicle accessories other than tires[4]	0.144	-1.2	-0.002	1.57	S-Jan.2024	-1.8
Vehicle parts and equipment other than tires[5]		-1.0		1.90	S-Oct.2023	-1.3
Motor oil, coolant, and fluids[5]		-1.3		1.32	L-Sep.2023	-0.3
Medical care commodities	1.464	2.5	0.036	0.78	S-May 2022	2.4
Medicinal drugs[10]	1.348	2.5	0.033	0.80	S-May 2022	2.3
Prescription drugs	0.894	0.4	0.004	0.91	L-Jan.2024	0.4
Nonprescription drugs[10]	0.454	7.4	0.029	1.61	S-Jul.2023	6.2
Medical equipment and supplies[10]	0.116	2.8	0.003	1.94	S-Feb.2022	2.8
Recreation commodities[10]	2.039	-1.9	-0.044	0.68	S-Jun.2020	-2.1
Video and audio products[10]	0.289	-3.9	-0.010	1.09	S-Jan.2024	-5.8
Televisions	0.128	-6.9	-0.009	1.29	S-Jan.2024	-9.7
Other video equipment[4]	0.026	-6.3	-0.001	2.12	S-Feb.2023	-7.5
Audio equipment	0.062	-5.9	-0.003	3.17	S-Jan.2024	-6.6
Recorded music and music subscriptions[4]	0.069	4.3	0.003	3.04	L-Oct.2023	5.4
Pets and pet products	0.622	1.3	0.009	1.06	S-Aug.2021	1.1
Pet food[4, 5]		1.8		1.28	S-Nov.2021	1.5
Purchase of pets, pet supplies, accessories[4, 5]		0.9		1.70	–	–
Sporting goods	0.650	-2.2	-0.017	1.24	S-Dec.2023	-2.5

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Sports vehicles including bicycles	0.431	-3.4	-0.015	1.95	S-Oct.2003	-3.6
Sports equipment	0.208	-0.4	-0.002	1.25	L-Mar.2023	-0.1
Photographic equipment and supplies	0.025	8.4	0.002	3.61	S-Dec.2023	6.4
Photographic equipment[4, 5]		8.0		4.65	S-Dec.2023	6.4
Recreational reading materials	0.101	0.8	0.001	2.68	L-May 2023	2.9
Newspapers and magazines[4]	0.055	0.4	0.000	3.93	S-Jan.2024	0.0
Recreational books[4]	0.046	1.2	0.001	2.35	L-Oct.2023	1.8
Other recreational goods[4]	0.354	-6.4	-0.028	1.44	S-Jun.2020	-6.6
Toys	0.279	-8.2	-0.029	1.64	S-Jul.2019	-8.8
Toys, games, hobbies and playground equipment[4, 5]		-6.6		1.87	S-Jun.2020	-7.2
Sewing machines, fabric and supplies[4]	0.028	6.6	0.001	4.16	S-Oct.2023	5.0
Music instruments and accessories[4]	0.030	1.4	0.000	2.99	S-Jul.2021	0.0
Education and communication commodities[10]	0.865	-6.2	-0.056	1.43	S-Jan.2024	-6.6
Educational books and supplies	0.081	-3.0	-0.003	1.91	L-Sep.2023	-2.5
College textbooks[5, 13]		-4.8		2.34	L-Oct.2023	-4.7
Information technology commodities[10]	0.784	-6.6	-0.054	1.58	S-Jan.2024	-6.9
Computers, peripherals, and smart home assistants[6]	0.313	-3.8	-0.015	1.92	S-Nov.2023	-4.6
Computer software and accessories[4]	0.021	-4.7	-0.001	3.51	L-May 2023	-2.8
Telephone hardware, calculators, and other consumer information items[4]	0.449	-8.8	-0.038	2.51	S-Jan.2024	-10.7
Smartphones[5, 14]		-9.0		2.55	L-EVER	–
Alcoholic beverages	0.848	2.4	0.020	0.48	–	–
Alcoholic beverages at home	0.478	1.7	0.008	0.54	S-Jan.2024	1.2
Beer, ale, and other malt beverages at home	0.177	2.6	0.005	0.73	S-Jan.2024	2.4
Distilled spirits at home	0.117	1.7	0.002	0.75	L-Oct.2023	2.1
Whiskey at home[5]		2.2		1.10	S-Jan.2024	1.6
Distilled spirits, excluding whiskey, at home[5]		1.4		1.28	L-Sep.2023	1.7
Wine at home	0.184	0.9	0.002	0.88	S-Jan.2024	0.9
Alcoholic beverages away from home	0.370	3.6	0.012	0.86	–	–
Beer, ale, and other malt beverages away from home[4, 5]		4.1		0.95	–	–
Wine away from home[4, 5]		3.8		1.44	S-Jan.2022	3.8
Distilled spirits away from home[4, 5]		5.0		1.39	L-Dec.2023	5.2
Other goods[10]	1.374	3.9	0.051	0.57	S-Sep.2021	3.4
Tobacco and smoking products	0.541	6.8	0.034	0.65	S-Sep.2023	5.6
Cigarettes[4]	0.445	7.3	0.031	0.69	S-Sep.2023	6.1
Tobacco products other than cigarettes[4]	0.091	4.5	0.003	2.29	S-Sep.2023	2.5
Personal care products	0.668	3.4	0.022	0.75	S-Dec.2023	3.3
Hair, dental, shaving, and miscellaneous personal care products[4]	0.351	4.8	0.015	1.08	S-May 2022	4.4
Cosmetics, perfume, bath, nail preparations and implements	0.306	1.8	0.006	1.07	S-Jan.2024	0.5
Miscellaneous personal goods[4]	0.165	-3.3	-0.005	2.31	L-Jan.2024	-1.9
Stationery, stationery supplies, gift wrap[5]		1.4		2.49	L-Nov.2023	2.3
Services less energy services	60.953	5.4	3.176	0.15	L-Jan.2024	5.4
Shelter	36.184	5.7	1.971	0.23	–	–
Rent of shelter[15]	35.774	5.7	1.953	0.23	S-Jun.2022	5.7
Rent of primary residence	7.639	5.7	0.427	0.21	S-May 2022	5.2
Lodging away from home[4]	1.422	-1.9	0.015	2.00	S-Mar.2021	-6.4
Housing at school, excluding board[15]	0.243	4.0	0.007	0.23	–	–
Other lodging away from home including hotels and motels	1.179	-2.4	0.009	2.29	S-Mar.2021	-7.6
Owners' equivalent rent of residences[15]	26.713	5.9	1.511	0.22	S-Jul.2022	5.8

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Owners' equivalent rent of primary residence[15]	25.386	5.9	1.428	0.22	S-Jul.2022	5.8
Tenants' and household insurance[4]	0.410	4.6	0.017	0.50	L-Feb.2015	5.2
Water and sewer and trash collection services[4]	1.095	5.3	0.056	0.37	–	–
Water and sewerage maintenance	0.768	5.1	0.039	0.36	L-Jan.2024	5.2
Garbage and trash collection[12]	0.327	5.8	0.018	0.86	S-Oct.2022	5.8
Household operations[4]	0.985		0.078	0.93	–	–
Domestic services[4]	0.314	10.9	0.029	2.04	L-Aug.2021	11.5
Gardening and lawncare services[4]						
Moving, storage, freight expense[4]	0.141	-0.5	0.000	2.39	S-Jan.2024	-4.9
Repair of household items[4]	0.138	18.0	0.020	2.49	S-May 2021	5.4
Medical care services	6.501	2.1	0.141	0.45	L-Feb.2023	2.1
Professional services	3.608	1.9	0.069	0.58	S-Jan.2024	1.8
Physicians' services	1.814	0.7	0.013	0.98	L-Feb.2023	1.2
Dental services	0.904	4.1	0.037	1.15	S-Jul.2022	4.1
Eyeglasses and eye care[8]	0.332	3.1	0.010	1.00	–	–
Services by other medical professionals[8]	0.558	1.6	0.009	0.99	L-Jan.2024	2.1
Hospital and related services	2.309	7.7	0.172	0.94	L-Apr.2008	7.7
Hospital services[16]	1.983	7.5	0.144	1.09	L-Dec.2010	7.6
Inpatient hospital services[5, 16]		6.9		1.74	L-May 2014	7.1
Outpatient hospital services[5, 8]		8.3		1.78	L-Jan.2024	8.3
Nursing homes and adult day services[16]	0.169	3.9	0.007	0.66	S-Jun.2023	3.3
Care of invalids and elderly at home[7]	0.156	14.2	0.021	1.08	L-EVER	–
Health insurance[7]	0.584	-15.2	-0.101	0.38	L-Mar.2023	-10.7
Transportation services	6.390	10.7	0.639	0.61	L-Apr.2023	11.0
Leased cars and trucks[13]	0.517	1.1	-0.001	1.80	L-Sep.2023	4.6
Car and truck rental[4]	0.133	-8.8	-0.010	1.58	L-Sep.2023	-8.6
Motor vehicle maintenance and repair	1.234	8.2	0.093	1.41	L-Nov.2023	8.5
Motor vehicle body work						
Motor vehicle maintenance and servicing	0.572	6.2	0.035	1.32	L-Oct.2023	6.3
Motor vehicle repair[4]	0.516	11.6	0.051	3.09	L-Nov.2023	12.7
Motor vehicle insurance	2.854	22.2	0.564	1.11	L-Dec.1976	22.4
Motor vehicle fees[4]	0.541	2.8	0.015	0.82	L-Oct.2023	2.9
State motor vehicle registration and license fees[4]	0.290	1.2	0.003	1.08	S-Jun.2022	0.7
Parking and other fees[4]	0.228	5.0	0.011	1.04	L-Dec.2012	6.4
Parking fees and tolls[4, 5]		5.3		1.20	L-Nov.2023	5.6
Public transportation	1.112	-5.6	-0.022	0.90	S-Dec.2023	-6.9
Airline fares	0.806	-7.1	-0.021	1.08	S-Dec.2023	-9.4
Other intercity transportation	0.084	-3.8	-0.003	2.26	L-Jan.2024	-3.4
Ship fare[4, 5]		6.8		2.62	S-Dec.2023	6.2
Intracity transportation	0.215	1.8	0.001	1.36	L-Nov.2023	2.9
Intracity mass transit[5, 10]		2.0		0.45	–	–
Recreation services[10]	3.264	4.5	0.142	0.47	–	–
Video and audio services[10]	0.913	4.4	0.041	0.72	L-Jan.2024	5.3
Cable, satellite, and live streaming television service[12]	0.785	3.8	0.031	0.73	S-Jan.2023	3.4
Purchase, subscription, and rental of video[4]	0.129	8.1	0.010	3.38	L-Feb.2023	8.5
Video discs and other media[4, 5]		30.1		4.71	L-EVER	–
Subscription and rental of video and video games[4, 5]		1.7		1.35	L-Dec.2023	2.0
Pet services including veterinary[4]	0.429	7.3	0.035	1.35	L-Dec.2023	7.6
Pet services[4, 5]		4.8		1.20	S-Jan.2024	4.8
Veterinarian services[4, 5]		9.6		2.18	L-Jan.2024	9.6
Photographers and photo processing[4]	0.050	1.0	0.000	1.23	L-Jan.2024	4.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Other recreation services[4]	1.870	4.4	0.067	0.87	S-Nov.2022	4.4
Club membership for shopping clubs, fraternal, or other organizations, or participant sports fees[4]	0.716	3.3	0.023	0.85	L-Sep.2023	4.0
Admissions	0.638	6.4	0.025	1.65	S-Aug.2023	5.8
Admission to movies, theaters, and concerts[4, 5]		5.0		1.45	S-Nov.2023	4.4
Admission to sporting events[4, 5]		5.2		6.63	S-Jul.2023	4.0
Fees for lessons or instructions[8]	0.216	5.0	0.009	2.27	S-Nov.2022	5.0
Education and communication services[10]	5.020	1.4	0.072	0.23	S-Jan.2024	1.3
Tuition, other school fees, and childcare	2.391	2.7	0.059	0.29	S-Jan.2024	2.7
College tuition and fees	1.260	1.2	0.015	0.37	S-Dec.2023	1.2
Elementary and high school tuition and fees	0.288	4.8	0.014	0.43	–	–
Day care and preschool[11]	0.707	4.4	0.027	0.48	S-Aug.2022	3.7
Technical and business school tuition and fees[4]	0.048	1.9	0.001	0.55	L-Dec.2023	2.0
Postage and delivery services[4]	0.067	3.5	0.002	0.34	L-Sep.2023	4.6
Postage	0.058	3.2	0.002	0.34	–	–
Delivery services[4]	0.009	5.1	0.000	1.23	L-Dec.2023	5.1
Telephone services[4]	1.559	-1.8	-0.030	0.42	L-Nov.2023	-1.7
Wireless telephone services[4]	1.349	-2.7	-0.038	0.48	L-Oct.2023	-0.4
Residential telephone services[10]	0.210	3.4	0.008	0.72	S-Oct.2022	3.4
Internet services and electronic information providers[4]	0.993	4.2	0.041	0.66	S-Jan.2024	3.8
Other personal services[10]	1.513	5.4	0.078	0.58	L-Jan.2024	6.8
Personal care services	0.627	3.8	0.023	0.83	S-Dec.2023	3.7
Haircuts and other personal care services[4]	0.627	3.8	0.023	0.83	S-Dec.2023	3.7
Miscellaneous personal services	0.886	6.5	0.055	0.74	L-Jan.2024	8.7
Legal services[8]	0.252	8.8	0.021	1.38	S-Jul.2023	4.6
Funeral expenses[8]	0.157	5.5	0.009	1.13	L-Sep.2023	6.3
Laundry and dry cleaning services[4]	0.155	4.4	0.006	0.91	S-Jul.2021	4.4
Apparel services other than laundry and dry cleaning[4]	0.025	6.6	0.002	2.15	L-Sep.2023	8.0
Financial services[8]	0.232	5.6	0.012	1.63	S-Nov.2023	5.4
Checking account and other bank services[4, 5]		6.4		1.94	L-Feb.2022	10.0
Tax return preparation and other accounting fees[4, 5]		7.0		3.20	S-Jan.2023	6.2
Special aggregate indexes						
All items less food	86.505	3.7	3.175	0.11	L-Sep.2023	3.7
All items less shelter	63.816	2.3	1.507	0.12	L-Apr.2023	3.4
All items less food and shelter	50.321	2.4	1.205	0.14	L-Feb.2023	3.9
All items less food, shelter, and energy	43.573	2.4	1.053	0.14	L-Jul.2023	2.5
All items less food, shelter, energy, and used cars and trucks	41.653	2.6	1.093	0.15	L-Nov.2023	2.6
All items less medical care	92.034	3.6	3.300	0.11	L-Dec.2023	3.6
All items less energy	93.252	3.6	3.325	0.11	L-Jan.2024	3.7
Commodities	35.887	0.6	0.203	0.13	L-Dec.2023	0.8
Commodities less food, energy, and used cars and trucks	16.884	-0.5	-0.112	0.23	S-Jul.2020	-0.5
Commodities less food	22.393	-0.3	-0.099	0.17	L-Dec.2023	-0.3
Commodities less food and beverages	21.545	-0.4	-0.119	0.17	L-Dec.2023	-0.4
Services	64.113	5.3	3.274	0.15	L-Aug.2023	5.4
Services less rent of shelter[15]	28.339	4.8	1.321	0.22	L-Apr.2023	5.2
Services less medical care services	57.611	5.6	3.134	0.16	L-Dec.2023	5.6
Durables	10.164	-2.1	-0.252	0.24	S-Oct.2023	-2.1

See footnotes at end of table.

Table 7. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, March 2024, 12-month analysis table — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Feb. 2024	Twelve Month				
		Unadjusted percent change Mar. 2023-Mar. 2024	Unadjusted effect on All Items Mar. 2023-Mar. 2024[1]	Standard error, median price change[2]	Largest (L) or Smallest (S) unadjusted change since:[3]	
					Date	Percent change
Nondurables	25.723	1.7	0.455	0.17	L-Dec.2023	1.8
Nondurables less food	12.228	1.2	0.153	0.23	L-Sep.2023	2.7
Nondurables less food and beverages	11.381	1.1	0.133	0.24	L-Sep.2023	2.6
Nondurables less food, beverages, and apparel	8.775	1.2	0.117	0.25	L-Sep.2023	2.6
Nondurables less food and apparel	9.623	1.3	0.137	0.23	L-Sep.2023	2.8
Housing	45.101	4.7	2.070	0.18	L-Dec.2023	4.8
Education and communication[4]	5.885	0.2	0.015	0.25	S-Jan.2024	0.0
Education[4]	2.472	2.4	0.056	0.28	S-Dec.2023	2.4
Communication[4]	3.412	-1.2	-0.040	0.43	S-Jan.2024	-1.5
Information and information processing[4]	3.345	-1.2	-0.043	0.44	–	–
Information technology, hardware and services[17]	1.786	-0.8	-0.013	0.75	S-Jan.2024	-1.1
Recreation[4]	5.303	1.8	0.099	0.36	S-May 2021	1.6
Video and audio[4]	1.202	2.6	0.031	0.64	–	–
Pets, pet products and services[4]	1.051	3.8	0.043	0.95	L-Jan.2024	4.7
Photography[4]	0.076	3.3	0.002	1.52	L-Jan.2024	5.5
Food and beverages	14.342	2.2	0.323	0.24	–	–
Domestically produced farm food	6.765	1.1	0.080	0.23	L-Jan.2024	1.1
Other services	9.797	3.1	0.292	0.21	L-Jan.2024	3.4
Apparel less footwear	2.065	0.2	0.007	0.91	L-Dec.2023	1.0
Fuels and utilities	4.423	3.3	0.148	0.58	L-Apr.2023	4.8
Household energy	3.329	2.8	0.092	0.72	L-Apr.2023	4.5
Medical care	7.966	2.2	0.177	0.39	L-Feb.2023	2.3
Transportation	15.910	4.0	0.649	0.21	L-Nov.2022	7.8
Private transportation	14.798	4.4	0.671	0.22	L-Nov.2022	7.1
New and used motor vehicles[4]	6.285	-0.8	-0.057	0.17	S-Jan.2024	-1.1
Utilities and public transportation	7.710	1.7	0.133	0.31	L-Apr.2023	4.2
Household furnishings and operations	4.494	-0.8	-0.048	0.55	S-Dec.2017	-0.8
Other goods and services	2.888	4.7	0.128	0.40	–	–
Personal care	2.347	4.2	0.094	0.46	–	–

[1] The 'effect' of an item category is a measure of that item's contribution to the All items price change. For example, if the Food index had an effect of 0.40, and the All items index rose 1.2 percent, then the increase in food prices contributed 0.40 / 1.2, or 33.3 percent, to that All items increase. Said another way, had food prices been unchanged for that year the change in the All items index would have been 1.2 percent minus 0.40, or 0.8 percent. Effects can be negative as well. For example, if the effect of food was a negative 0.1, and the All items index rose 0.5 percent, the All items index actually would have been 0.1 percent higher (or 0.6 percent) had food prices been unchanged. Since food prices fell while prices overall were rising, the contribution of food to the All items price change was negative (in this case, -0.1 / 0.5, or minus 20 percent).

[2] A statistic's margin of error is often expressed as its point estimate plus or minus two standard errors. For example, if a CPI category rose 2.6 percent, and its standard error was 0.25 percent, the margin of error on this item's 12-month percent change would be 2.6 percent, plus or minus 0.5 percent.

[3] If the current 12-month percent change is greater than the previous published 12-month percent change, then this column identifies the closest prior month with a 12-month percent change as (L)arge as or (L)arger than the current 12-month change. If the current 12-month percent change is smaller than the previous published 12-month percent change, the most recent month with a change as (S)mall or (S)maller than the current month change is identified. If the current and previous published 12-month percent changes are equal, a dash will appear. Standard numerical comparison is used. For example, 2.0% is greater than 0.6%, -4.4% is less than -2.0%, and -2.0% is less than 0.0%. Note that a (L)arger change can be a smaller decline, for example, a -0.2% change is larger than a -0.4% change, but still represents a decline in the price index. Likewise, (S)maller changes can be increases, for example, a 0.6% change is smaller than 0.8%, but still represents an increase in the price index. In this context, a -0.2% change is considered to be smaller than a 0.0% change.

[4] Indexes on a December 1997=100 base.

[5] Special indexes based on a substantially smaller sample. These series do not contribute to the all items index aggregation and therefore do not have a relative importance or effect.

[6] Indexes on a December 2007=100 base.

[7] Indexes on a December 2005=100 base.

[8] Indexes on a December 1986=100 base.

[9] Indexes on a December 1993=100 base.

[10] Indexes on a December 2009=100 base.

[11] Indexes on a December 1990=100 base.

[12] Indexes on a December 1983=100 base.

[13] Indexes on a December 2001=100 base.

[14] Indexes on a December 2019=100 base.

[15] Indexes on a December 1982=100 base.
[16] Indexes on a December 1996=100 base.
[17] Indexes on a December 1988=100 base.

SUMMARY OF BUDGET AMENDMENTS

The Asheville City Board of Education, at a meeting on the 3rd day of June 2024, passed the following resolution:
Be it resolved that the following amendment(s) be made to the Budget Resolution for the fiscal year ending June 30, 2024.

	Original Budget	Prior Amendments	Current Amendments (Net)	Amended Budget
State Public School Fund				
Revenues				
State Funds	$ 30,373,449	$ 1,036,357	$ 139,753	$ 31,549,559
Total State Public School Fund Revenues	$ 30,373,449	$ 1,036,357	$ 139,753	$ 31,549,559
Expenditures				
5000 Instructional Services	$ 27,180,198	$ 731,465	$ 132,606	$ 28,044,269
6000 System-wide Support Services	3,118,251	304,892	7,147	3,430,290
7000 Ancillary Services - Nutrition Services	75,000	-	-	75,000
8000 Non-programmed Charges	-	-	-	-
Total State Public School Fund Expenditures	$ 30,373,449	$ 1,036,357	$ 139,753	$ 31,549,559
Local Current Expense Fund				
Revenues				
Local Funds	$ 29,544,744	$ -	$ -	$ 29,544,744
Fund Balance Appropriated	3,000,000	-	-	3,000,000
Total Local Current Expense Fund Revenues	$ 32,544,744	$ -	$ -	$ 32,544,744
Expenditures				
5000 Instructional Services	$ 16,217,943	$ -	$ -	$ 16,217,943
6000 System-wide Support Services	13,273,444	-	-	13,273,444
7000 Ancillary Services - Nutrition Services	273,357	-	-	273,357
8000 Non-programmed Charges	2,780,000	-	-	2,780,000
Total Local Current Expense Fund Expenditures	$ 32,544,744	$ -	$ -	$ 32,544,744
Federal Grants Funds				
Revenues				
Federal Funds	$ 6,612,495	$ 88,062	$ 116,539	$ 6,817,096
Total Federal Grants Fund Revenues	$ 6,612,495	$ 88,062	$ 116,539	$ 6,817,096
Expenditures				
5000 Instructional Services	$ 5,028,940	$ 76,581	$ 152,027	$ 5,257,548
6000 System-wide Support Services	476,494	-	24,139	500,633
7000 Ancillary Services - Nutrition Services	75,000	-	-	75,000
8000 Non-programmed Charges	1,032,061	11,481	(59,627)	983,915
Total Federal Grants Fund Expenditures	$ 6,612,495	$ 88,062	$ 116,539	$ 6,817,096

	Original Budget	Prior Amendments	Current Amendments (Net)	Amended Budget
Child Nutrition Fund				
Revenues				
Federal Funds	$ 1,504,000	$ -	$ -	$ 1,504,000
Local Funds	624,000	-	-	624,000
Fund Transfers	275,000	-	-	275,000
Total Child Nutrition Fund Revenues	$ 2,403,000	$ -	$ -	$ 2,403,000
Expenditures				
7000 Ancillary Services - Nutrition Services	2,403,000	-	-	2,403,000
Total Child Nutrition Fund Expenditures	$ 2,403,000	$ -	$ -	$ 2,403,000
Capital Outlay Fund				
Revenues				
State Funds	$ 30,000	$ -	$ -	$ 30,000
Federal Funds	-	406,172	-	406,172
Local Funds	3,747,193	-	-	3,747,193
Fund Balance Appropriated	627,442	-	-	627,442
Total Capital Outlay Fund Revenues	$ 4,404,635	$ 406,172	$ -	$ 4,810,807
Expenditures				
5000 Instructional Services	$ 1,175,000	$ 406,172	$ -	$ 1,581,172
6000 System-wide Support Services	220,000	-	-	220,000
9000 Capital Outlay	3,009,635	-	-	3,009,635
Total Child Nutrition Fund Expenditures	$ 4,404,635	$ 406,172	$ -	$ 4,810,807
Other Specific Revenue Fund				
Revenues				
State Funds	$ 45,000	$ 947,060	$ -	$ 992,060
Federal Funds	-	461,178	-	461,178
Local Funds	5,777,120	1,598,114	30,000	7,405,234
Fund Balance Appropriated	421,745	130,801	-	552,546
Total Other Specific Revenue Fund Revenues	$ 6,243,865	$ 3,137,153	$ 30,000	$ 9,411,018
Expenditures				
5000 Instructional Services	$ 4,516,334	$ 3,081,568	$ -	$ 7,597,902
6000 System-wide Support Services	1,566,719	50,355	-	1,617,074
7000 Ancillary Services - Nutrition Services	160,812	5,230	30,000	196,042
Total Other Specific Revenue Fund Expenditures	$ 6,243,865	$ 3,137,153	$ 30,000	$ 9,411,018
Grand Total - All Funds	**$ 82,582,188**	**$ 4,667,744**	**$ 286,292**	**$ 87,536,224**

Passed by majority vote of the Board of Education of Asheville City Schools on the 3rd day of June 2024.

Chairman, Board of Education

Secretary, Board of Education

Budget Summary & Board Report

Date Range 07/01/2023 - 06/31/2024

Purpose Descr	(All)
Purpose	(All)
2 Digit Obj Des	(All)
2 Digit Obj	(All)
1 digit Obj Des	(All)
1 digit Obj	(All)
Fund Descripti	(All)
Obj Desc	(All)
PRC Desc	(All)
Program	(All)
Object	(All)
Location	(All)
User 1	(All)
User 2	(All)
Full Acct Code	(All)
Postable?	(All)
Type of Accou	(All)
Full Acct Code	(All)
Short Acct Cod	(All)

Fund	1 digit Purp	1 digit Purp Desc	Beginning Budget/Beg Balance	Budget Adjustments	Current Budget/Balance	Year-to-Date Exp/Rev	PO's & Encumbrances Outstanding	Remaining Balance	Escrow	Balance Including Escrow	Percent Spent
1	5XXX	Instructional Services	$27,180,198.00	$864,071.00	$28,044,269.00	$26,057,169.60	$377,717.68	$1,609,381.72	$0.00	$1,609,381.72	94.26%
	6XXX	System-Wide Support Services	$3,118,251.00	$312,039.00	$3,430,290.00	$2,687,126.26	$120,935.67	$622,228.07	$0.00	$622,228.07	81.86%
	7XXX	Ancillary Services	$75,000.00	$0.00	$75,000.00	$69,217.64	$0.00	$5,782.36	$0.00	$5,782.36	92.29%
1 Total			**$30,373,449.00**	**$1,176,110.00**	**$31,549,559.00**	**$28,813,513.50**	**$498,653.35**	**$2,237,392.15**	**$0.00**	**$2,237,392.15**	**92.91%**
2	5XXX	Instructional Services	$16,217,943.00	$0.00	$16,217,943.00	$13,015,661.72	$948,404.05	$2,253,877.23	$0.00	$2,253,877.23	86.10%
	6XXX	System-Wide Support Services	$13,273,444.00	$0.00	$13,273,444.00	$10,685,231.88	$1,287,238.37	$1,300,973.75	$0.00	$1,300,973.75	90.20%
	7XXX	Ancillary Services	$273,357.00	$0.00	$273,357.00	$188,429.69	$14,504.29	$70,423.02	$0.00	$70,423.02	74.24%
	8XXX	Non-Programmed Charges	$2,780,000.00	$0.00	$2,780,000.00	$2,089,100.52	$5,477.50	$685,421.98	$0.00	$685,421.98	75.34%
2 Total			**$32,544,744.00**	**$0.00**	**$32,544,744.00**	**$25,978,423.81**	**$2,255,624.21**	**$4,310,695.98**	**$0.00**	**$4,310,695.98**	**86.75%**
3	5XXX	Instructional Services	$5,028,939.74	$228,607.85	$5,257,547.59	$3,210,769.46	$152,227.48	$1,894,550.65	$0.00	$1,894,550.65	63.97%
	6XXX	System-Wide Support Services	$476,493.57	$24,139.00	$500,632.57	$434,976.25	$20,935.42	$44,720.90	$0.00	$44,720.90	91.07%
	7XXX	Ancillary Services	$75,000.00	$0.00	$75,000.00	$60,511.82	$0.00	$14,488.18	$0.00	$14,488.18	80.68%
	8XXX	Non-Programmed Charges	$1,032,060.23	($48,146.10)	$983,914.13	($11,435.22)	$533,472.49	$461,876.86	$0.00	$461,876.86	53.06%
3 Total			**$6,612,493.54**	**$204,600.75**	**$6,817,094.29**	**$3,694,822.31**	**$706,635.39**	**$2,415,636.59**	**$0.00**	**$2,415,636.59**	**64.57%**
4	5XXX	Instructional Services	$1,175,000.00	$406,172.00	$1,581,172.00	$944,362.75	$171,189.89	$465,619.36	$0.00	$465,619.36	70.55%
	6XXX	System-Wide Support Services	$220,000.00	$0.00	$220,000.00	$192,347.50	$0.00	$27,652.50	$0.00	$27,652.50	87.43%
	9XXX	Capital Outlay	$3,009,635.00	$0.00	$3,009,635.00	$2,001,558.38	$241,410.00	$766,666.62	$0.00	$766,666.62	74.53%
4 Total			**$4,404,635.00**	**$406,172.00**	**$4,810,807.00**	**$3,138,268.63**	**$412,599.89**	**$1,259,938.48**	**$0.00**	**$1,259,938.48**	**73.81%**
5	7XXX	Ancillary Services	$2,403,000.00	$0.00	$2,403,000.00	$1,773,575.67	$317,997.45	$311,426.88	$0.00	$311,426.88	87.04%
5 Total			**$2,403,000.00**	**$0.00**	**$2,403,000.00**	**$1,773,575.67**	**$317,997.45**	**$311,426.88**	**$0.00**	**$311,426.88**	**87.04%**
8	5XXX	Instructional Services	$4,516,334.00	$3,081,567.89	$7,597,901.89	$6,573,680.89	$41,659.01	$982,561.99	$0.00	$982,561.99	87.07%
	6XXX	System-Wide Support Services	$1,566,719.29	$50,355.30	$1,617,074.59	$1,385,866.37	$2,397.49	$228,810.73	$0.00	$228,810.73	85.85%
	7XXX	Ancillary Services	$160,812.00	$35,230.29	$196,042.29	$150,343.57	$0.00	$45,698.72	$0.00	$45,698.72	76.69%
8 Total			**$6,243,865.29**	**$3,167,153.48**	**$9,411,018.77**	**$8,109,890.83**	**$44,056.50**	**$1,257,071.44**	**$0.00**	**$1,257,071.44**	**86.64%**
Grand Total			**$82,582,186.83**	**$4,954,036.23**	**$87,536,223.06**	**$71,508,494.75**	**$4,235,566.79**	**$11,792,161.52**	**$0.00**	**$11,792,161.52**	**86.53%**

ASHEVILLE CITY SCHOOLS Learn. Discover. Thrive.

Administrative Office •PO Box 7347• 85 Mountain Street Asheville, North Carolina 28803

June 3, 2024

To: Asheville City Board of Education

From: Heidi Kerns, CFO

Re: 2024-2025 PCard (Purchasing Card) Program Implementation for Asheville City Schools and EPayables (later implementation)

For many years, ACS has operated with a very limited number (4) BOA credit cards issued to select central office staff and made available to others on an as needed basis. Prior finance leadership also established a “no reimbursement” policy for staff. Although those policies may have been prudent in the past, changes in business practices and purchasing needs have made it often difficult to transact the business necessary at the school and central levels on a day to day basis through traditional methods.

For this reason, we have been in the process of making two changes, one of which has been implemented on a limited basis already, and that is lifting the “no reimbursement” policy so long as the appropriate prior approvals and documentation are in place. The second, is the PCard Program proposal that we are bringing you this evening.

Like credit cards, PCards facilitate purchases in person or online, but allow us to restrict, monitor, adjust, limit and control what is done with the cards much more closely for security, compliance and internal control purposes. **Use of a PCard is a privilege, and one that will be revoked if not used properly and in accordance to board policies.** A signed user agreement and training will be REQUIRED prior to use so that all users understand what is or is not permitted and the remedies and penalties for misuse.

We intend to begin by issuing cards to all interested department heads and principals and once established and running smoothly, will consider additional requests. For example, the ACSF has requested that we assume the bookkeeping functions for Hands On and Glitch 2.0 due to the transactional volume for these programs which has exceeded their staff capacity. This

program will accommodate those needs and other transactions which require more timely turnaround and/or for payments to entities that either no longer accept checks or cannot wait for one to be issued (like hotels).

EPayables (virtual card solution) allows regular vendors who choose to enroll to be paid electronically rather than by check. This will be implemented at a later date since issuance of the PCards is a priority at this time.

Both programs come at no cost to the district and actually generate a rebate, much like rewards on a personal credit card, and will generate revenue to the district simply for making purchases that would have been made no matter what. The rate attributable to ACS will ultimately be determined on our volume in each program.

Please understand that use of a PCard only facilitates payment, it does not change any procurement requirements. Although use of the card facilitates the payment process, there is also some work involved in retaining documentation and reconciling transactions each month. Some of that work will be offset by time saved due to the reduction of other paperwork and processing time for card transactions, but will be the responsibility of the cardholder to complete.

There are a multitude of options in the marketplace, but I successfully implemented use of the Commerce Bank's solutions at RCS and it was easily understood and allowed for swift implementation. Members of the finance team and I were invited to visit BCS to see how the BOA program works first hand as well.

Since our needs are much smaller in scope than BCS, and due to the limitations of LINQ to utilize the BOA platform, it is my recommendation to move forward with the Commerce Bank PCard and EPayables solution for the 2024-2025 school year.

I would be happy to answer any questions you may have.

COMMERCE BANK
MASTER SERVICES AGREEMENT

THIS COMMERCE BANK MASTER SERVICES AGREEMENT ("**Master Services Agreement**") is made and entered into as of the Effective Date by and between Commerce Bank, a Missouri bank and trust company ("**Commerce**") and **Asheville City Schools ("Customer")**. For purposes of this Master Services Agreement and the Service Agreement(s) attached hereto (as defined below), Commerce and Customer may sometimes be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. DEFINITIONS. As used in this Master Services Agreement and any Service Agreement(s) attached hereto, the following terms have the definitions ascribed to them and include the plural as well as the singular:

1.1 "**Affiliate**" means any company controlled by or under common control with Customer, directly or indirectly, with an ownership interest of at least 50%.
1.2 "**Payee**" means any entity or person that receives payment from Customer.
1.3 "**Payment Instruction**" means a Customer initiated and approved file request for payment to Customer's Payee(s) initiated through Commerce's systems.

2. SERVICE. Commerce will provide Customer with a variety of payment solutions that shall be used in accordance with the terms and conditions of this Master Services Agreement, the related Service Agreement(s), and electronic or printed manuals or user guides, if applicable ("**Service**"). Customer may elect to implement and use one or more of the Services upon execution of this Master Services Agreement or at a future date.

3. USE OF SERVICE
3.1 Payments. Customer authorizes Commerce to make payments to Customer's Payees in accordance with the Payment Instructions. The term "Payment" as used in this Master Services Agreement and Service Agreement(s) does not imply that Payee has taken the funds, but rather Payment has been made available to Payee using one of the payment methods described in the Service Agreement(s).

3.2 Affiliated Entity Use; Disputes. Customer may from time to time allow its subsidiaries and its affiliated entities, (each individually an "**Affiliated Entity**" and collectively the "**Affiliated Entities**") to utilize the Services pursuant to the terms and conditions of this Master Services Agreement and any related Service Agreements attached hereto. Customer acknowledges that (i) Customer will receive, and will continue to receive, direct and valuable benefit from Affiliated Entities' utilization of the Services; (ii) Customer is and shall remain solely liable and responsible for all of its own performance obligations and those of any and all of its Affiliated Entities who send Payment Instructions and fund payments using the Services; and (iii) Commerce is relying on the foregoing provisions in (i) and (ii) hereinabove in making the Services available to Customer's Affiliated Entities.

All disputes and claims concerning an Affiliated Entity's performance or non-performance of their obligations with respect to Customer shall be resolved between Customer and the relevant Affiliated Entity. Commerce shall have no liability or responsibility to mediate or resolve any such dispute or claim. Customer's beliefs that it is due a credit or other compensation from an Affiliated Entity or other dispute with an Affiliated Entity, shall not affect Customer's irrevocable obligations to fund a payment in respect to a Payment Instructions and pay all fees, if any, associated with each Service.

4. PAYEE.
4.1 Payee Information. Customer acknowledges that Commerce is relying upon Customer to independently verify or otherwise screen each Payee to whom it will send payment. Commerce makes no representation or warranties with respect to the accuracy or completeness of any Payee information supplied by Customer and/or Payee. Commerce shall have no responsibilities or obligations to Customer based on the actions or inactions of the Payees with respect to Customer.

4.2 Payee Disputes. All disputes and claims concerning a Payee's performance or non-performance of their obligations shall be resolved between Customer and the relevant Payee. Commerce shall have no liability or responsibility to mediate or resolve any such dispute or claim and Commerce makes no representations or warranties regarding the acceptability of any party's performance of its obligations. Customer's beliefs that it is due a credit or other compensation from a Payee or other dispute with Payee shall not affect Customer's irrevocable obligations to fund a Payment in respect to a Payment Instruction and pay all fees, if any, associated with each Service.

5. PAYMENT INSTRUCTIONS. Customer will submit Payment Instructions following the procedures given by Commerce. The Payment Instruction will include, but not be limited to, Payee information and specific dollar amounts to be paid to each

Payee. Commerce will provide Customer with standard data exchange formats and transmission protocols, along with requirements and testing processes. Customer may not use the Services for international payments. All Payment Instructions must be submitted for payment in U.S. currency (USD).

5.1 Customer Responsibilities. Customer shall be solely responsible for determining the accuracy, validity and approval of all Payment Instructions and implementing security procedures on its systems to verify the authenticity of Payment Instructions or any other communications sent to Commerce. Commerce is entitled to conclusively rely on the Payment Instructions given by Customer.

Commerce shall not be responsible for and shall be held harmless by Customer from and against any losses directly arising out of or relating to any delay in making or failure to make any Payment to any Payee by reason of (i) the failure or delay of Customer or the Payee to remit any required Payee information; (ii) any instructions by Customer to restrict acceptance or withhold Payment from that Payee; (iii) any failure by Customer to timely approve any Payment Instruction or timely provide funding in respect of any Payment Instruction; (iv) the inaccuracy or incompleteness of any Payee information or instructions provided by Customer or Payee; or (v) if applicable, lack of funds.

5.2 Security Procedures for Payment Instructions. Customer agrees that Commerce is not an insurer against fraud and Customer shall regularly and timely monitor its accounts activity. The user guides applicable to a Service may describe certain security procedures regarding Payment Instructions to be implemented by Commerce and Customer and such security procedures are thereby agreed to by the Parties and deemed to be commercially reasonable. Customer agrees that the purpose of such security procedures is to verify the authenticity of the Payment Instruction and not to detect an error in the transmission or content of any Payment Instruction. In addition, Customer agrees that it shall be solely responsible to assure that such security procedures are properly implemented and followed, and further agrees that it shall be deemed to have refused any such security procedure that it fails to properly implement or follow. Customer agrees that Commerce may from time-to-time update or amend any user guides describing security procedures and that Customer's continued use of the Services after being provided with notice of such updates, constitutes Customer's agreement to the same. If Customer knows or suspects that such security procedures have been or are breached or violated, Customer shall notify Commerce immediately of any such breach or violation followed by written confirmation. Customer acknowledges that its selection and use of any Service will be based upon a consideration of numerous factors including, but not limited to, Customer's internal fraud-prevention and risk-mitigation measures, and Customer's tolerance for risk of loss.

5.3 Acknowledgement. Customer acknowledges and agrees that once a Payment Instruction has been delivered to Commerce, due to the electronic nature of Payments, a Payment Instruction may not be able to be reversed. Deadlines for reversal for each payment type shall be communicated to Customer during implementation.

6. PROGRAM ADMINISTRATOR. Customer shall designate one or more employees and/or a third-party provider to assist Commerce in the administration of the Service(s) (**"Program Administrator"**). The Program Administrator shall assist Commerce with the implementation and administration of the Services and shall act as the primary point of contact between Customer and Commerce. Customer shall be responsible for ensuring that said Program Administrator(s) is authorized to oversee all decisions, including, but not limited to, file formatting, transmission systems, Customer employee responsibilities, funding procedures, billing statements, custom services and any changes or enhancements made to the Service. Customer agrees that Commerce will not be liable for losses arising from or as a result of the negligence or willful misconduct of Customer's Program Administrator(s), Customer employees, third-party agents, or Customer systems used to transmit Payment Instructions. If Customer or a Program Administrator permits any person or entity other than the documented Program Administrator(s) to perform any duty or responsibility of the Program Administrator, Customer shall be deemed to have authorized that person to act as a Program Administrator and perform duties of a Program Administrator.

7. ELECTION OF INTERNET SYSTEMS. The Parties acknowledge that they intend to establish procedures for the transmission of information and data over the Internet in connection with Customer's access and use of the Services. Customer understands and accepts the risks inherent in the use of the Internet, including the potential for the risk of loss. Commerce shall not be liable to Customer based on or arising out of the failure of any data transmitted over the Internet to arrive in a timely manner (or at all) or be complete and accurate or for any acts by third persons who wrongfully intercept such data. Customer shall be responsible for any costs associated with making its internal systems compatible with the system(s) used to provide the Service(s), if any.

Use of the Internet with any system will require a company ID, user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the company ID, user name and password as authorization for any transaction initiated using the Internet. Customer is responsible for all transactions initiated or authorized using the Internet with any system. The password that Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available

to anyone else; (b) use the password as instructed; (c) be liable for the password and for its use, as described in the Service Agreement(s) and/or other manuals or user guides.

8. TRAINING AND CUSTOM SERVICES. Commerce uses a 'train the trainer' model for software training. Initial training for Program Administrators (in person, WebEx or by phone) is at no charge. Additional training for Program Administrators via WebEx or by phone is at no additional charge. It is Commerce's intention that the Program Administrator will train system users and cardholders, if any, on reporting and maintenance applications. If further training by Commerce is required for the users of the Service (in person, WebEx or by phone), Commerce will provide training at an additional charge as evidenced by a statement of work. In addition, from time to time, Customer may request custom development, reporting or other services. If Commerce can accommodate such request, the customization shall be evidenced by a statement of work. Customer agrees to pay to Commerce all agreed upon fees associated with such additional training and/or custom services, as indicated in the statement(s) of work executed by the Parties.

9. FINANCIAL STATEMENTS. From time to time, Commerce may request, and Customer shall produce financial records relating to the financial condition of Customer. Customer shall produce such records not later than thirty (30) days following such request.

10. TITLE & OWNERSHIP OF INTELLECTUAL PROPERTY. Commerce and/or the relevant Commerce third party providers or agents shall retain title and ownership to all software code utilized by Customer in connection with the terms of this Master Services Agreement and Service Agreement(s), including all rights to patents, copyrights, trademarks and trade secrets. No rights in or to any such intellectual property shall accrue to Customer. Customer agrees not to sell, transfer, publish, disclose, display or otherwise make available to others any of the software code, documentation or other materials relating to the software and agrees to use said software according to the provisions contained in any license agreement between Customer, Commerce or the system providers. Customer may not modify, reverse engineer or decompile any of such Intellectual Property nor make any derivative works thereof.

11. INDEMNITY.

11.1 Defense of Third-Party Claims. Commerce will defend or settle any third-party claim against Customer to the extent that such claim alleges that Commerce Services violates an applicable law or Commerce technology used to provide the Service violates a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies Commerce of the claim in writing, cooperates with Commerce in the defense, and allows Commerce to reasonably control the defense or settlement of the claim.

(i) Costs. Commerce will pay applicable law violation or infringement claim defense costs it incurs in defending Customer, and Commerce negotiated settlement amounts, and court-awarded damages.

(ii) Process. If such a claim appears likely, then Commerce may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Commerce determines that none of these are reasonably available, then Commerce may terminate the Service and refund any prepaid funds and unused fees.

(iii) Exclusions. Commerce has no obligation for any claim arising from: Commerce's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by Commerce. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND COMMERCE'S SOLE LIABILITY FOR VIOLATION OF LAWS AND INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

11.2 By Customer. If a third party claims against Commerce that (a) any part of the Payment Instruction, Payee information or Customer Trademarks: (i) is inaccurate or incomplete, (ii) violates a law, or (iii) infringes that party's patent, copyright, or other right; or (b) such third party is harmed by failure to be paid, and such failure is due to Customer's or Payee's actions or inactions with respect to Payment Instructions or Payee information, Customer will defend Commerce against that third party claim at Customer's expense and pay all costs, damages, and attorneys' fees that a court finally awards or that are included in a settlement approved by Customer, provided that Commerce promptly notifies Customer of the claim in writing, cooperates with Customer in the defense, and allows Customer to reasonably control the defense or settlement of the claim.

12. TERM AND TERMINATION.

12.1 Term. This Master Services Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate with or without cause at any time, by providing the other Party with no less than thirty (30) days' prior written notice of its intent to terminate. Termination of the Master Services Agreement shall automatically terminate all Service Agreements.

12.2 Immediate Termination by Either Party. Notwithstanding the foregoing, either Party shall have the right to terminate this Master Services Agreement and/or Service Agreement immediately upon the occurrence of any one or more of the following events:

(i) Dissolution or liquidation of the other Party;
(ii) Insolvency of the other Party; or the institution by or against the other Party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the other Party; or the other Party enters into an arrangement with, or for the benefit of, its creditors;
(iii) Any material adverse change in the financial condition of the other Party;
(iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the Parties hereto; or
(v) If either Party is hereafter prohibited by law from performing or contracting for the Services.

If Commerce terminates this Agreement for any of the reasons above, any and all indebtedness shall immediately become due and payable in full by Customer, without further notice. The Parties shall have all the rights and remedies available at law, in equity, or otherwise. Neither Party will be responsible or liable in any manner for any losses incurred by the other Party, which may arise out of any termination of this Agreement pursuant to this Section.

12.3 Immediate Termination or Reduction of Credit Line or Suspension by Commerce. Notwithstanding the foregoing, Commerce shall have the right in its sole discretion to immediately (a) terminate this Agreement; or (b) decrease the amount of Customer's line of credit, if any; or (c) suspend the Service, in the event any one or more of the following shall occur:

(i) Customer fails to make any payment to Commerce when due under this Agreement;
(ii) Any representation or statement made or furnished to Commerce by Customer is false or misleading in any material respect, either now or at the time made or furnished, or becomes false or misleading at any time thereafter;
(iii) Customer fails to produce financial statements;
(iv) Garnishment of any of Customer's accounts, including deposit accounts, with Commerce, if any;
(v) Upon the occurrence of any event in any agreement which would allow Commerce or any other person to declare any indebtedness equal or greater than $1,000,000.00, owing by Customer and due and payable in full (and Customer shall give Commerce immediate notice of the occurrence of such event);
(vi) If at any time the underlying investment grade bond rating of Customer or any subsidiary of Customer is below BBB or Baa2 as determined by source utilized by Commerce in its sole discretion;
(vii) A change in the ownership of Customer, or a sale of all or substantially all of Customer's assets;

If Commerce terminates this Agreement for any of the reasons above, any and all indebtedness shall immediately become due and payable in full by Customer, without further notice. Commerce shall have all the rights and remedies available at law, in equity, or otherwise. Commerce will not be responsible or liable in any manner for any losses incurred by Customer which may arise out of any termination of this Agreement pursuant to this Section. If Commerce decreases the line of credit, Customer must immediately pay Commerce such excess amounts. Commerce may suspend the Service until the breach is cured.

12.4 Termination or Suspension by Either Party for Reasons Unknown. Notwithstanding anything herein to the contrary, either Party may suspend or terminate this Master Services Agreement and/or Service Agreement(s) immediately upon notice, any one or more Services in any one or more states, in the event:

(i) Either Party reasonably determines that a Service is prohibited in such state(s);
(ii) Either Party receives correspondence from any regulatory authority with jurisdiction over Commerce or Customer indicating that a Service is or may be prohibited in such state(s); or
(iii) Any regulatory authority with jurisdiction over either Party requests or requires such suspension or termination.

If termination of this Master Services Agreement and/or Service Agreement(s) should arise pursuant to this Section, neither Party shall be considered in breach of said Agreements or responsible or liable in any manner for any losses incurred by the other Party which may arise out of any termination of this Agreement.

12.5 Transition Assistance. Except for the termination reasons stated above, prior to termination Commerce and Customer shall mutually agree upon a transition plan. Customer acknowledges that upon termination, no further Payment Instructions may be sent to Commerce and no Payments will be made to Payees using the Services.

13. DISCLAIMER AND WAIVER. COMMERCE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, BOTH EXPRESSED OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. WHILE COMMERCE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICES, COMMERCE DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY NOR ANY OF ITS RESPECTIVE REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF ANY OF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, BETWEEN COMMERCE AND CUSTOMER, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MASTER SERVICES AGREEMENT AND/OR SERVICE AGREEMENT(S) BETWEEN COMMERCE AND CUSTOMER OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BETWEEN COMMERCE AND CUSTOMER.

14. NOTICE AND COMMUNICATION. All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate Party at the address set forth below, or at such other address as the applicable Party may indicate from time to time in writing. Notice hereunder shall be sent:

Commerce:
Commerce Bank
Attn: Commercial Payments
1000 Walnut, 8th Floor
Kansas City, MO 64106

Customer:
Asheville City Schools
Attn: Heidi Kerns
85 Mountain Street
Asheville, NC 28801

15. CONFIDENTIALITY. In connection with this Master Services Agreement and Service Agreement(s) each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means all or any portion of the contents of the Service, including but not limited to, any of the terms of, conditions of or other facts concerning the Services, information consisting of or relating to the technology, trade secrets, know-how, business operations, plans, strategies, pricing, materials, processes and any written or oral information furnished by either Party which is either nonpublic, confidential or proprietary in nature. Both Parties shall keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Service performed by either Party), or Confidential Information furnished by either Party which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is lawfully permitted or is mutually agreed upon in writing by the Parties; provided, however, Customer understands and acknowledges that affiliates of Commerce and agents of Commerce will assist in the implementation and maintenance of, and provision of various services under, the Service, therefore Customer authorizes Commerce to share any information that it obtains from Customer with its affiliates and agents if needed to perform periodical financial, operational and regulatory reviews and audits. Information may also be shared with any regulators having jurisdiction over the Parties or their affiliates and their Representatives. "**Representatives**" means, with respect to a Party, that Party and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, subcontractors, auditors and legal advisors.

Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Master Services Agreement or Service Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Master Services Agreement or Service Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. The Parties shall not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Master Services Agreement or Service Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Master Services Agreement or Service Agreement. Both Parties shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms herein.

If the Receiving Party is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the Receiving Party shall, to the extent reasonably possible assuming prior notice is given, notify the Disclosing

Party of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights herein. If the Disclosing Party waives compliance or the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under the Section may cause the other party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

16. COMPLIANCE. Customer shall be responsible for having knowledge of and complying with all federal, state and local laws and regulations applicable to its operation and relating to this Master Services Agreement and Service Agreement(s). During the term of this Master Services Agreement and Service Agreement(s), Customer shall monitor laws, rules and regulations and proposed laws, rules and regulations, relating to its operations and the payment methods used for payment and shall immediately notify Commerce of any laws, rules and regulations or proposed laws, rules and regulations, that may impact the payment methods used to pay its Payees under the Service Agreement(s). Customer shall immediately notify Commerce upon the receipt of any such correspondence from any regulatory authority regarding any aspect of the Service Agreement(s), which notice shall include a copy of the correspondence.

Commerce shall be responsible for having knowledge of and complying with all federal, state and local laws and regulations, applicable to its financial operation, and relating to this Master Services Agreement and Service Agreement(s) which shall include the laws and regulations associated with all payment types including, but not limited to, NACHA rules, Payment Card Industry Data Security Standards ("PCI DSS") and operating rules as implemented by the card companies (Visa and/or MasterCard). During the term of this Master Services Agreement and Service Agreement, Commerce shall monitor laws, rules and regulations and proposed laws, rules and regulations, relating to the payment methods and shall immediately notify Customer of any laws, rules and regulations or proposed laws, rules and regulations that may impact the payment methods under the Service Agreement(s). Commerce shall immediately notify Customer upon the receipt of any such correspondence from any regulatory authority regarding any aspect of the Service Agreement(s), which notice shall include a copy of the correspondence.

17. MISCELLANEOUS PROVISIONS.

17.1 Compliance with Applicable Laws and Regulations. The Parties acknowledge that Commerce is a regulated financial institution and Customer must provide such information and records regarding its Payees, companies, vendors, each other's identity, business, and operations, and other matters that may be necessary from time to time in order to enable Commerce to perform periodic financial, operational and regulatory reviews and to comply with any applicable laws or regulatory requirements, including but not limited to the USA Patriot Act and regulations issued by Office of Foreign Assets Control ("**OFAC"**). In addition, each Party acknowledges that all transactions initiated through the Service are subject to possible limitations under applicable laws and regulations, including the rules issued by OFAC, and that no Payments which violate any such laws and regulations can be made using the Services.

17.2 Taxes. Customer acknowledges and agrees that Customer is responsible for (i) calculating VAT, retail sales, use, withholding or other similar taxes associated with a Payment Instruction; and (ii) collecting or reporting taxes owed to any party or authority associated with a Payment Instruction. Customer shall hold Commerce harmless from all losses directly arising from any failure by Customer or any Payee to collect or pay any such taxes, duties, levies, tariffs or similar charges.

17.3 No Implied Waivers. The rights of any Party under any provision of the Master Services Agreement and Service Agreement(s) shall not be affected by its prior failure to require the performance by the other Party under such provision or any other provision of said Agreement, nor shall the waiver by any Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the Parties to this Master Services Agreement and Service Agreement(s).

17.4 Remedies. If either Party breaches or violates any of the obligations contained in this Master Services Agreement or Service Agreement, and in addition to the rights and remedies otherwise provided in said Agreement, the other Party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of said Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

17.5 Complete Agreement; Amendments. This Master Services Agreement and Service Agreement(s) constitutes the complete understanding between Customer and Commerce with respect to the subject matter hereof and all prior oral or written

communications and agreements with respect thereto are superseded. No alteration, amendment or modification of any of the terms and conditions of this Master Services Agreement and Service Agreement(s) shall be valid unless made pursuant to any instrument in writing signed by both Parties.

17.6 Authority. The execution and delivery of this Master Services Agreement and Service Agreement(s) by Customer and the performance hereof by Customer have been duly authorized by all necessary corporate action on the part of Customer. Customer shall provide to Commerce, as Commerce may request from time to time, such documentation relating to Customer's authority to contract for the Services.

17.7 Binding Agreement; Benefit. The Master Services Agreement and Service Agreement(s) shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, permitted successors and permitted assigns. Except as agreed to in writing by the Parties, this Master Services Agreement, as well as any applicable Service Agreement shall not be deemed to be entered into for the benefit of any other person, third party beneficiary or entity, and no other person, third-party beneficiary or entity shall have the right against Commerce or Customer under this Master Services Agreement and Service Agreement(s) or any part thereof.

17.8 Assignment. Neither Party shall sell, assign or transfer this Master Services Agreement and Service Agreement(s) or any part thereof without the prior written consent of the other Party; provided, however, Commerce may, without the consent of Customer assign any or all of its rights and obligations under this Master Services Agreement and Service Agreement(s) to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other Party pursuant to a merger, acquisition, consolidation, reorganization, or a sale of all or any portion of its assets.

17.9 Force Majeure. Except for the payment of monies, neither Party is liable for events beyond its reasonable control, including without limitation, force majeure events.

17.10 Governing Law. The validity, construction and enforceability of this Agreement shall be governed by the laws of the State of Missouri (without giving effect to the conflict of law principles thereof).

17.11 Severability. The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Master Services Agreement or Service Agreement(s) shall not affect the validity or enforceability of the remaining portions of said Agreement(s) or any part thereof.

17.12 Independent Contractors. Customer and Commerce acknowledge and agree that they intend to create an independent contractor relationship between them under this Master Services Agreement and Service Agreement(s). Accordingly, Customer and Commerce agree that: (i) nothing contained in said Agreements will be construed to make either Customer or Commerce, an agent of the other; (ii) neither Customer nor Commerce shall have any authority under said Agreements to bind, obligate, or otherwise commit the other to any other agreement or transaction for any purpose whatsoever; and (iii) these Agreements do not create or evidence any partnership, joint venture, franchise, or other business organization between the Customer and Commerce.

17.13 Press Releases and Publicity. Neither Party will use other Party's name in press releases, product brochures and annual reports indicating that the Parties are doing business with each other without the prior written approval by the other Party before release. Commerce may not use Customer's name, Customer-provided logo, and general industry/business description in Commerce's client listings and in its sales presentations unless Commerce obtains Customer's prior written consent; provided, however, Commerce may use Customer's name, Customer-provided logo, and general industry/business description in Commerce internal use material for purposes of its internal business needs without obtaining prior written consent.

17.14 Headings and Language. Headings are inserted for convenience of reference only and do not constitute part of this Master Services Agreement and Service Agreement(s).

17.15 Survival: Any terms, that by their nature survive termination of the Master Services Agreement and Service Agreement(s) for a Party to assert its rights and receive that protections of this Agreement, will survive (including without limitation, the confidentiality terms).

18. ELECTRONIC RECORDS. Customer agrees that this Master Services Agreement and Service Agreement(s) and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Commerce, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Customer further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Customer waives any legal requirement that

any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Customer further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Customer authorizes and agrees to destruction of the paper documents by Commerce upon conversion of the paper documents to a digital or electronic record.

19. EXECUTION IN COUNTERPARTS. This Master Services Agreement and Service Agreement(s) may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same Agreements. Delivery of an executed counterpart of this Master Services Agreement and Service Agreement(s) by facsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of said Agreements. Any Party delivering an executed counterpart of this Master Services Agreement and Service Agreement(s) by facsimile or other electronic means shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of said Agreements.

20. ELECTRONIC SIGNATURE. The term Electronic Signature shall include, but not be limited to, (i) a non-electronic handwritten signature, or facsimile signature, that is subsequently converted to an electronic format; (ii) a signature produced or reproduced in an electronic file format or by an electronic process, or (iii) any electronic symbol, marking, communication, or process attached to or associated with a document or record. The Parties agree that an Electronic Signature shall have the same force and effect as if the Record bore the signing Party's non-electronic handwritten signature. The term Record, as used in this provision, shall include this Master Services Agreement, Service Agreement(s) or any other document associated with, related to, or governed by said Agreements, whether on paper or in an electronic file format. A reproduction of the Record retained or produced by Commerce that contains either (as applicable) (a) a replication of the Electronic Signature or (b) a replication of the process by which the Electronic Signature was attached to the Record, shall be deemed to be the original Record to the exclusion of any Records produced or retained by other means. Any Record may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute only one agreement.

21. EFFECTIVE DATE. Notwithstanding anything else contained herein to the contrary, this Master Services Agreement and any Service Agreement(s) attached hereto will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce as of the date shown below (the "**Effective Date**") and/or the date shown on any Service Agreement(s) attached hereto.

IN WITNESS WHEREOF, this Commerce Bank Master Services Agreement has been executed by the duly authorized officers of the parties hereto.

Commerce Bank	**Asheville City Schools**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Effective Date: _____	

CARD SERVICE AGREEMENT

THIS COMMERCE BANK CARD SERVICE AGREEMENT ("**Card Service Agreement**") is made and entered into as of as of the Effective Date shown below by and between Commerce Bank ("**Commerce**") and **Asheville City Schools** ("**Customer**").

Commerce and Customer agree that this Card Service Agreement is governed by the Master Services Agreement. Terms used herein which are not defined in this Card Service Agreement shall have the meanings given to them in the Master Services Agreement.

Commercial Cards, AP Cards and/or Private Network Cards
(Credit Transactions)

Commerce will facilitate payment to Customer's Payees by assigning AP Cards and/or Private Network Cards (collectively referred to as "**Payment Cards**") to Customer and/or issuing Commercial Cards to Employee Cardholders (all Cards collectively referred to as "**Card Service**").

1. DEFINITIONS. These additional terms, as used in this Card Service Agreement, and any other Service Agreement(s), shall have the following meanings and include the plural as well as the singular:

1.1 "**AP Card**" means the Visa or MasterCard account numbers associated with the AP Cards issued by Commerce to Customer or its Administrator without an associated plastic. The operating rules, established by card companies, shall govern the services offered.

1.2 "**Cardholder Agreement**" means that agreement delivered to each Employee Cardholder which governs the use of the Commercial Cards, as amended from time to time.

1.3 "**Commercial Card**" means the Visa® or MasterCard® Commercial Card and the numbers associated with the Commercial Card issued by Commerce to Employee Cardholder. The operating rules, established by card companies, shall govern the services offered.

1.4 "**Employee Cardholders**" means, collectively, those designated officers, directors, agents and employees of Customer.

1.5 "**Network Transaction**" means the payment transaction where Commerce is only the AP Card issuer (issues AP Card account numbers to Customer) and does not control fees associated with acceptance of a card transaction by the Payee.

1.6 "**Private Network Card**" means the Commerce Bank Private Network Card account number associated with the Commerce Bank Private Network Card issued by Commerce to Customer or its Administrator without an associated plastic. The operating rules, established by Commerce, shall govern the services offered.

1.7 "**Private Network Transaction**" means the payment transaction where Commerce is both the Private Network Card issuer (issues Private Network Card numbers to Customer) and the acquirer (has limited banking relationship with merchant) and controls the fees associated with the transaction.

1.8 "**Unauthorized Charge**" means the use of a Commercial Card and/or Payment Card, by a person, other than the Customer, who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

2. ENROLLMENT.

a. Customer shall provide Commerce with an electronic file that includes its Payees' contact information and Customer grants Commerce the right to contact its Payees for enrollment and payment purposes. Commerce will conduct commercially reasonable efforts to enroll Payees that will accept AP Card or Private Network Card as their preferred method of payment.

b. Once a Payee is enrolled for Payment by Commerce and selects AP Card, Customer may not re-enroll the Payee for virtual card payments with another card issuer during the term of this Card Service Agreement, including any renewal term.

3. COMMERCIAL CARDS; PAYMENT CARDS.

a. Commerce shall issue Payment Cards to the Customer, provided that a Payment Instruction has been received in the form required by Commerce; and/or Commerce shall issue a Commercial Card to each Employee Cardholder designated by Customer, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by a Program Administrator in the form required by Commerce.

b. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Card Service Agreement or at the request of Customer. Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by a Customer or Employee Cardholder (e.g., whether such transaction was for a business or personal use).

c. Commerce acknowledges the ability of Customer and/or its Administrator to cancel the Commercial Card issued to any one or more Employee Cardholder(s), at Customer's discretion upon proper notice to Commerce; provided, however, that Customer shall remain liable for all charges made to each Commercial Card that may have pending authorization codes and not yet posted prior to account closure. Customer and/or its Program Administrator shall take all reasonable actions necessary to retrieve the

Commercial Card issued to Employee Cardholder or terminated Employee Cardholder and shall immediately destroy the retrieved Commercial Card.

d. If a Private Network Transaction is utilized to pay Customer's Payee, Commerce will agree to pay Customer's Payees so long as the Payee meets certain underwriting criteria, enters into a limited merchant agreement with Commerce, and provides Commerce with requested account information and documentation. Should the Payee fail to meet any of the above, Commerce may reject or terminate said Payee and upon notification to Customer Commerce will no longer be responsible for payment under this Service.

e. Customer acknowledges that the Private Network Transactions are not Visa transactions and Customer has no recourse against Visa regarding any Private Network Transactions or any other claims arising from the Private Network Cards. Customer, Commerce and Payee shall indemnify Visa and hold Visa and its members harmless from and against claims, liabilities, losses, and expenses arising from or in connection with the Private Network Cards.

4. MANUAL AP CARD PAYEE PAYMENT. During enrollment, Commerce will contact Customer's Payees to see if they accept credit cards for payment. Some Payees accept credit cards, but only if paid manually via phone, fax or Payee's website. If authorized by Customer, Commerce, on Customer's behalf, shall contact the Payees who wish to be paid manually and Commerce shall determine which Payees are best suited to use the Manual AP Card Payee Payment service to facilitate payment. Customer shall provide Commerce with accurate information needed to complete each Payee payment authorized by Customer, including, but not limited to, phone numbers, website addresses, authorization codes, user names and/or passwords (collectively "Payment Information"). Customer is solely responsible for communicating accurate Payment Information to Commerce and keeping information current, failure to do so may result in the delay or inability to complete a Manual AP Card Payee Payment. Should a Payee require Commerce to reset a password in order to continue to make a Manual AP Card Payee Payment, Customer authorizes Commerce to reset the password. Commerce will notify Customer of a failed Manual AP Card Payee Payment, otherwise all other processes, procedures and reporting remain the same. Volume from the Manual AP Card Payee Payments will be included in the Monthly Net Volume for revenue share purposes.

5. FEES. Commerce shall be paid fees and charges, if any, set forth in the Card Service Schedule, attached hereto and incorporated herein by this reference, and as set forth herein, and may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice.

6. BILLING PROCEDURES. Central Billed Accounts: Except as otherwise provided herein, Customer shall be liable for and pay to Commerce all charges made to each Commercial Card and/or Payment Card. Charges shall be set forth on an electronic billing statement and shall be paid by Customer within the time period provided in the Card Service Schedule, attached hereto and incorporated herein by this reference, and as set forth herein. Customer shall notify Commerce of any discrepancy within thirty (30) days of receipt of such electronic billing statement.

7. LINE OF CREDIT. Commerce will establish a maximum line of credit amount for Customer.

a. All amounts charged to the Commercial Cards and/or Payment Cards together with any fees and charges owed to Commerce by Customer in connection with the Card Service, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges. So long as the line of credit facility has not been terminated and/or demand has not been made by Commerce, advances under this line of credit may continue to be made, repaid and re-borrowed as provided for herein.

b. Commerce may, at any time in its sole discretion, increase the amount of Customer's line of credit temporarily or for an extended period without prior notice.

c. Commerce may, at any time in its sole discretion, decrease the amount of Customer's line of credit upon thirty (30) days' prior written notice to Customer; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards and/or Payment Cards which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.

d. Collateral securing other obligations with Commerce, if any, will also secure this line of credit.

8. TERMINATION.

8.1 Termination. This Card Service Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate with or without cause at any time, by providing the other Party with no less than thirty (30) days' prior written notice of its intent to terminate.

8.2 Cancellation of Cards. All Commercial Cards and/or Payment Cards shall be deemed canceled effective upon termination of this Card Service Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards and/or Payment Cards shall automatically become immediately due and payable in full by Customer without further notice.

9. POINT OF SALE REPORTING. Commerce, either directly or indirectly through its contractors, receives data from the transactions made with the Commercial Cards and/or Payment Cards; such data will be delivered to Customer as specified herein.

Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Customer's Payees are transmitting at the point of sale.

10. LIABILITY LIMITS. WITHOUT LIMITING EACH PARTY'S RIGHT TO INDEMNIFICATION AS SET FORTH IN SECTION 11 OF THE MASTER SERVICES AGREEMENT AND CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY ACKNOWLEDGES AND UNDERSTANDS THAT THE OTHER PARTY'S LIABILITY RELATED TO ANY CLAIM ASSOCIATED WITH THIS CARD SERVICE AGREEMENT IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE PARTY THAT ARE A DIRECT RESULT OF THE OTHER PARTY'S FAILURE TO ABIDE BY THIS CARD SERVICE AGREEMENT. A PARTY MUST BRING ANY ACTION WITH RESPECT TO SUCH CLAIM WITHIN ONE (1) YEAR AFTER IT AROSE.

11. CUSTOMER LIABILITY. Except as noted below, Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards and Payment Cards.

a. Customer shall not be responsible for an Unauthorized Charge that is a result of the use of a stolen Payment Card if the Payment Card is reported stolen via telephone as provided below, within ninety (90) days after the Unauthorized Charge occurred. If the Payment Card is not reported stolen within such time frame, Customer shall be liable for all charges associated with the stolen Payment Card.

b. Customer shall not be liable for the payment of Commercial Card charges if the Commercial Card charges: (i) are waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time; (ii) were made after the original closure request date for a Commercial Card where the request by Customer was made in accordance with the terms of this Card Service Agreement during normal business hours; or (iii) were Unauthorized Charges as set forth in the Cardholder Agreement.

c. It is further understood and agreed that when a chargeback (the reversal of a card transaction previously credited to a Payee account), chargeback fee or any other charges to Customer's Payee occurs, including, but not limited to, loss relating to Payee disputes and Payee processing fees (collectively "Charges"), Commerce will seek payment from Payee's account. Provided, however, if the Charges are a result of a Private Network Transaction and Payee does not have sufficient funds in its account to cover the Charges, then the total amount due from Payee shall be deemed an "Uncollected Payee Debt". Customer agrees that Commerce shall not be held responsible for any Uncollected Payee Debt. If applicable, Commerce may reverse any provisional credit or seek reimbursement from Customer.

d. Notification of loss, stolen or possible unauthorized use of a Commercial Card and/or Payment Card, should be communicated to Commerce via telephone at 800-892-7104 immediately. Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

IN WITNESS WHEREOF, this Commerce Bank Card Service Agreement has been executed by the duly authorized officers of the Parties hereto.

Commerce Bank	**Asheville City Schools**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Effective Date: _____	

Card Service Schedule

MONTHLY REVENUE SHARE
The terms outlined herein will expire in 60 days from May 21, 2024 unless an Agreement is executed.

Commercial Card		
Monthly Billing Cycle, 3-Day Grace Period		
Monthly Net Volume	Corresponding Annual Net Volume	Revenue Share
$0 - $20,833	$0 - $249,999	1.45%
$20,834 - $25,000	$250,000 - $299,999	1.55%
$25,001 - $29,167	$300,000 - $349,999	1.65%
$29,168 - $33,333	$350,000 - $399,999	1.70%
$33,334 - $37,500	$400,000 - $449,999	1.75%
$37,501 +	$450,000 +	1.80%
The average monthly transaction amount must be greater than $280		
Total Monthly Net Volume is calculated using Commercial Card volume only		

AP Card		
Weekly Billing Cycle, 3-Day Grace Period		
Monthly Net Volume	Corresponding Annual Net Volume	Revenue Share
$0 - $166,667	$0 - $1,999,999	1.50%
$166,668 - $208,333	$2,000,000 - $2,499,999	1.55%
$208,334 - $250,000	$2,500,000 - $2,999,999	1.60%
$250,001 - $291,667	$3,000,000 - $3,499,999	1.65%
$291,668 - $333,333	$3,500,000 - $3,999,999	1.70%
$333,334 +	$4,000,000 +	1.75%
The average monthly transaction amount must be greater than $3,400		
Total Monthly Net Volume is calculated using AP Card volume only		

Private Network Card	
Weekly Billing Cycle, 3-Day Grace Period	
Supplier Agreed Upon Rate	Revenue Share
2.00%	1.00%
1.75%	0.75%
1.50%	0.50%
1.25%	0.25%
1.00%	0.10%
The average monthly transaction amount must be greater than $1000	
Private Network Card volume is calculated independently of all other Card types	

REVENUE SHARE TERMS & CONDITIONS

1) Volume calculations exclude credits, cash advances, fraudulent transaction amounts and volume qualifying under 1% interchange.
2) AP Card volume qualifying at Visa or MasterCard reduced rate programs will be paid at 0.30%. Commercial Card volume qualifying at Visa or MasterCard reduced rate programs will be paid at 0.75%.
3) AP Card volume qualifying at Level 3 (L3) will be paid at 0.60%. Commercial Card volume qualifying at Level 3 (L3) will be paid at 0.75%.
4) Average monthly transaction amount is defined as gross purchase volume divided by total transaction count.
5) Customer shall have ninety (90) days from statement date to notify Commerce of any revenue share payment errors.
6) Commerce reserves the right to withhold, suspend or modify revenue share payment for the following reasons:
   a) If Customer's average Interchange Rate falls below 2.25%
   b) If Interchange Rates become significantly altered by Visa and / or MasterCard
   c) If monthly volume contain fraudulent transactions
   d) If monthly revenue share payment is less than $10
   e) If any accounts become delinquent (central billed accounts only)
7) Commerce may adjust the revenue sharing percentages, as provided below, at the end of each calendar quarter following the Agreement Effective Date:

a) Adjustments are based on the U.S. Prime Rate, as published in The Wall Street Journal "Money Rates" column on the last business day of the month immediately preceding the first day of the applicable billing cycle
b) Adjustments to revenue share based on Prime Rate fluctuations are not applicable while Prime Rate remains at, or below, the established 8.75% floor
c) When the Prime Rate exceeds 8.75%, Commerce will adjust the revenue share percent payable using the grid below. Commerce will use the same grid to determine subsequent revenue share adjustments should the Prime Rate increase or decrease from any newly established Prime Rate level in future quarters
d) The Established Prime Rate at the time of this contract is 8.50%.

Billing Cycle	Grace Period	Change in Prime Rate	Revenue Share Adjustment
Monthly	3 Day	0.25%	0.015%
Weekly	3 Day	0.50%	0.010%

PAYMENT SCHEDULE		
Commerce will generate a billing statement on a periodic basis as outlined below. All amounts owing on the Commercial Card and/or Payment Cards including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. If applicable, the statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.		
Billing Frequency	**Grace Period in Days**	**Payment Method**
Monthly (Commercial Card)	**3**	**Customer-initiated ACH or AutoPay**
Weekly (AP Card & Private Network Card)	**3**	**AutoPay**

PROGRAM FEES FOR ALL CARDS	
Late Fee for Central Bill Accounts	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card and Payment Cards will be 2.5% of the amount past due.
Payment of Undisputed Fees	If there is a dispute between the Parties with respect to any fee due hereunder, any portion that is not disputed shall be paid by Customer to Commerce on the due date. Any such partial payment shall not, however, constitute a waiver by Commerce of such payment or of any other rights. Customer must dispute fees within ninety (90) days after the month in which the Services were rendered or may be considered final and no longer subject to adjustment.
International Service Fee	Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesales currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.
Cancellation Fee	$5,000 fee if Customer terminates this Agreement prior to three (3) year from the Effective Date.
Payment Return	$29 each after first occurrence
Phone Payment	$15 each after first occurrence
Statement Reprinting	$2 per statement after three occurrences Free through certain software products selected by Customer.
Customized Programming	AP File Layouts ❖ Standard – No Charge ❖ Custom – in those instances where this effort will generate a cost over $3,000, Commerce will obtain a price quote for Customer. Reconciliation Reports ❖ Standard – No Charge ❖ Custom – Commerce will obtain a price quote for Customer. Other Custom Programming

	❖ Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce ❖ Development hours, beyond the initial 20 hours, are typically charged at a custom rate.
Customer agrees to pay all fees associated with the Card Service, if any. Fees may be subject to change from time to time by Commerce upon ninety (90) days' prior written notice.	

COMMERCIAL CARD FEES	
Cash Advance Fee	All cash advances will be assessed a cash advance fee of 5.0% of the cash advance amount with a $10.00 minimum.
Finance Charge on Cash Advances	The periodic rate finance charge begins to accrue on the transaction date of any cash advance and is computed by applying the periodic rate to the average daily balance. Whenever payment in full is credited to the Employee Cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement date to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, traveler's checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips. A minimum finance charge of $2.50 will be imposed in any billing period for which a finance charge is payable. Each Employee Cardholder account will accrue a finance charge at a periodic rate equal to Prime Rate plus 21.99%, fixed monthly, divided by 12. As used herein, the "Prime Rate" is the rate published in *The Wall Street Journal* in its column called "Money Rates" on the last business day of the month immediately preceding the first day of the applicable billing cycle. No representation is made that the Prime Rate is the lowest, the best or the favored rate of interest. If for any reason *The Wall Street Journal* no longer publishes the "Money Rates" column, then Commerce will choose a new index based on comparable information.
Overnight Delivery	$25 per occurrence
Receipt Scanning	$1 per open card per month (applies to ControlPay Advanced only)
Basic Card Design	No Charge
Full Customized Plastic and re-order	Price Quote
Payment Return	$29 per occurrence
Ultra-graphic Card Design	$500

IN WITNESS WHEREOF, this Card Service Schedule has been executed by the duly authorized officers of the parties hereto, and this Card Service Schedule shall supersede any prior Card Service Schedule.

Commerce Bank

By: _____

Printed Name: _____

Title: _____

Effective Date: _____

Asheville City Schools

By: _____

Printed Name: _____

Title: _____

Commerce Bank

Certificate of Authority and W-9 for a Government Organization

Customer Name ("Organization")	Taxpayer Identification Number (TIN)
Asheville City Schools	
Address	**City, State, Zip**

The undersigned certifies that he/she is the duly elected and qualified Secretary, Assistant Secretary, or Clerk of the Organization; that the following resolutions, or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed below have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the specimen signature(s) of the Authorized Person(s) below are true and genuine.

RESOLVED, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement.

RESOLVED, that the specimen signature(s) of the Authorized Person(s) below are true and genuine, whether such signatures are handwritten or electronic. If electronic signatures are provided, Commerce must initiate the DocuSign process and is authorized to accept the electronic signature of Authorized Person(s) for the purposes of authenticating or demonstrating the party's intent to be bound and shall have the same force and effect as if a document bore a handwritten signature.

FURTHER RESOLVED, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

Name of Authorized Person(s)	Title	Signature(s)	Section A (Credit)	Section B (Pre-Funded)
			☐	☐
			☐	☐
			☐	☐
			☐	☐

Section A – Credit Programs: Commercial Cards/AP Cards/Private Network Accounts, (each a Credit Program, and collectively "Credit Programs")

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish credit card accounts (with or without an associated plastic card)("Accounts") with Commerce, issue Accounts to any one person, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any Master Services Agreement, Service Agreement(s) or other documentation requested by Commerce to open Credit Programs. By checking Section A - Credit above, all Authorized Persons shall also be deemed authorized to establish Pre-Funded Programs, if any.

Section B – Pre-Funded Programs: AP Cards/Private Network Accounts/Payment Hub (ACH, Check, Wire)/PreferPay/AP Invoice Automation, (each a Pre-Funded Program, and collectively "Pre-Funded Programs")/Merchant Bankcard Services/General Banking Services

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish Pre-Funded Programs, or Merchant Bankcard Services or other general banking services with Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any Master Services Agreement, Service Agreement(s), Merchant Agreement or other documentation requested by Commerce to establish Pre-Funded Programs, Merchant Bankcard Services or general banking services.

Substitute Form W-9 Certification

Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).
4. I am exempt from FATCA reporting.
Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions, go to www.irs.gov. ***The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.***

IN WITNESS WHEREOF, I have signed my name as of the date written below.

_____ _____
Signature of Secretary, Assistant Secretary or Clerk Date

Commerce Bank

Program Administrator Delegation

The Commerce Bank Master Service Agreement and Service Agreement(s) entered into by and between Commerce Bank ("Commerce") and Asheville City Schools ("Customer") states in part:

> Program Administrator. Customer shall designate one or more of its employees and/or third-party providers to assist Commerce in the administration of the Service(s) ("Program Administrator"). The Program Administrator shall assist Commerce with the implementation and administration of the Services and shall act as the primary point of contact between Customer and Commerce. Customer shall be responsible for ensuring that said Program Administrator(s) is authorized to oversee all decisions, including, but not limited to, file formatting, transmission systems, Customer employee responsibilities, funding procedures, billing statements, custom services and any changes or enhancements made to the Service.

The Program Administrator(s) is also authorized to appoint other Program Administrators of which Commerce may be unaware. Customer shall be deemed to have authorized said person(s), whether or not documented below, to act as a Program Administrator and perform the duties of a Program Administrator.

In accordance with the above, the individuals listed below are designated as Program Administrator(s), for Customer:

Individual(s)	**Individual(s)**
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

This authority is to remain in full force and effect until Commerce has received written notification from Customer of any changes, in such time and in such manner as to afford Commerce a reasonable opportunity to act on it.

_____
Signature of Authorized Person

_____
Print Name

_____
Title

_____
Date

CommercePayments™

Electronic Payment Authorization Form

This electronic payment authorization by _____ ("Company") authorizes Commerce Bank ("Commerce") to initiate debit and credit entries and if necessary, initiate adjustments for any entries in error to the bank account indicated held at the financial institution(s) named below. Both parties acknowledge that the origination of ACH transactions to Company's account must comply with the provisions of all U.S. laws, rules, and regulations including, but not limited to, the ACH Nacha rules.

Payments: Card (Debit/Credit)

Financial Institution Name:

City & State:

Routing/Transit #:

Account #:

Account Title:

Revenue Share Payments (Credit)

Financial Institution Name:

City & State:

Routing/Transit #:

Account #:

Account Title:

Payments: Non-Card (Debit/Credit)

Financial Institution Name:

City & State:

Routing/Transit #:

Account #:

Account Title:

Program Fees (Debit), if applicable

Financial Institution Name*:

City & State:

Routing/Transit #:

Account #:

Account Title:

This authority is to remain in full force and effect until Commerce has received written notification from Company of its termination in such time and in such manner as to afford Commerce and the Financial Institution a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce reserves the right to terminate this authorization at any time.

Authorized Signature: _____

Print Name: _____

Date: _____

For changes outside of DocuSign, please return to your Commerce Bank Account Manager or Account Specialist during normal banking hours, excluding weekends and Federal holidays.

For Commerce Bank Use Only	
PG ID(s) or Name(s):	

*For Payment Hub customers with a Commerce Bank DDA, please provide your Commerce account information.

Asheville City Schools 85 Mountain Street Asheville, NC 28801
Instructional Technology & Media Services Department
Office: 828-350-6180 Fax: 828-255-5365

To: Asheville City Board of Education

From: Matt Whiteside, Director of Instructional Technology and Media Services

Subject: Chromebook Purchase Recommendation

Date: Monday June 3, 2024

Pursuant to Asheville City Schools Board Policy 6430 and North Carolina General Statute 143-129, the Asheville City Schools Instructional Technology Department recommends the purchase of **900 Dell 3120 2-in-1 Convertible Chromebooks** from **Trafera** based on the competitively bid TIPS contract number 230105. The Chromebooks will be distributed to students in the fall.

The price per unit, including a comprehensive 4-year warranty, management software, enrollment, inventory, etching service, and tax is $576.73. The total cost to Asheville City Schools is $519,057.

COST PER IMAGE AGREEMENT

IS Technology
IMAGE SOLUTIONS

AGREEMENT NO.: **897981**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **ASHEVILLE CITY BOARD OF EDUCATION** FEDERAL TAX ID:

ADDRESS: **85 MOUNTAIN STREET** **ASHEVILLE, NC 28801**

EQUIPMENT AND PAYMENT TERMS

☒ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		GUARANTEED MINIMUM MONTHLY IMAGES		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
SEE EQUIPMENT SCHEDULE	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED GUARANTEED MINIMUM MONTHLY IMAGES AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				**538,650**	**29,347**	**0.0325**	**0.065**

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **36** B&W BASE PER IMAGE CHARGE*: **$ 0.0325** COLOR BASE PER IMAGE CHARGE*: **$0.065** (*PLUS TAX)

SECURITY DEPOSIT: **0**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) **X**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Image Solutions LLC

OWNER SIGNATURE PRINT NAME & TITLE DATE

12 National Ave Fletcher, NC 28732-8655

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X** NAME AND TITLE: DATE:

USA PATRIOT ACT NOTICE. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $150.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE CHARGES AND OVERAGES. The minimum periodic payment due under this Agreement is calculated by adding the products of the Guaranteed Minimum Images (or the Total Consolidated Guaranteed Minimum Images, if applicable) and the applicable Base Per Image Charge (the "Base Payment Amount"). If you make more than the minimum images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Per Image Charges (and, at our election, the Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing charges. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. In the event this transaction is deemed to be a lease intended for security, you hereby grant to us a first priority security interest in the Equipment.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature or (b) the copy of this Agreement executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

State and Local Government Addendum

Reference: **Application No. 897981**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Image Solutions LLC** ("we" "us" and "ours") and Asheville City Board of Education ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: **Asheville City Board of Education**	**IMAGE SOLUTIONS LLC**
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

Asheville City Board Of Education

Equipment Schedule
Agreement 897981

Address	City	State	Zip	Facility	Location	Make	Model
419 McDowell Street	Asheville	NC	28803	Asheville High School	1st floor / Main Bldg/ teacher's workroom	Savin	MP 6503
419 McDowell Street	Asheville	NC	28803	Asheville High School	2nd floor / Principal's office	HP	Color LaserJet Managed MFP E47528f
419 McDowell Street	Asheville	NC	28803	Asheville High School	2nd floor / Rm 210 / Principal Secretary	HP	LaserJet Managed MFP E42540f
419 McDowell Street	Asheville	NC	28803	Asheville High School	2nd floor / Shelly Powells' office / bookkeeper	HP	LaserJet Managed E40040dn
419 McDowell Street	Asheville	NC	28803	Asheville High School	2nd floor / workroom/ inside principal's office	Savin	MP 6503
419 McDowell Street	Asheville	NC	28803	Asheville High School	3rd fl workroom	Savin	MP 6503
419 McDowell Street	Asheville	NC	28803	Asheville High School	Art Bldg / Rm 811 / Band Room office	HP	LaserJet Managed MFP E52645dn
419 McDowell Street	Asheville	NC	28803	Asheville High School	Art Bldg / Rm 822	HP	Color LaserJet Ent MFP X57945dn
419 McDowell Street	Asheville	NC	28803	Asheville High School	Art Bldg/ Data manager/ Rm 818 / Mr. Skeen / downstairs	HP	LaserJet Managed E50145dn
419 McDowell Street	Asheville	NC	28803	Asheville High School	Coach gymnasium / Vette's office / Phys Ed	HP	Color LaserJet Managed MFP E47528f
419 McDowell Street	Asheville	NC	28803	Asheville High School	Counseling Center / Downstairs level / Rm 252	Savin	IM 2500
419 McDowell Street	Asheville	NC	28803	Asheville High School	CTE / 500 Hall/ Rm 509 / Teacher Workroom	Savin	MP 6503
419 McDowell Street	Asheville	NC	28803	Asheville High School	CTE / 600 Hall / Rm 609 Faculty Lounge	Savin	IM 4000
419 McDowell Street	Asheville	NC	28803	Asheville High School	CTE / Main Office/Rm 505	Savin	MP C307
419 McDowell Street	Asheville	NC	28803	Asheville High School	CTE / Rm 524 / A. Crump / Early Childhood ED	HP	LaserJet Managed MFP E42540f
419 McDowell Street	Asheville	NC	28803	Asheville High School	Media Center / Color / Behind Media Desk	Savin	IM C3010
419 McDowell Street	Asheville	NC	28803	Asheville High School	Media Center / Workroom	Savin	MP 6055
419 McDowell Street	Asheville	NC	28803	Asheville High School	SILSA / Secretary office/Rm 152 / on desk	HP	Color LaserJet Managed MFP E47528f
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	1st floor/8th grade workroom	Savin	MP 6503
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	6th grade workroom	Savin	MP 6503
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	7th grade workroom	Savin	MP 6503
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Band room	HP	LaserJet Managed MFP E52645dn
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Bookkeepers / Rm 101Q	HP	LaserJet Managed E40040dn
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Data Manager	HP	LaserJet Managed E40040dn
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Front office	HP	LaserJet Managed MFP E52645dn
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Mailroom	Savin	IM C6500
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Mailroom	Savin	MP 6503
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Media Center	Savin	IM 2500
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Room 247 /Christian Leonard classroom	Savin	IM 2500
211 South French Broad Ave	Asheville	NC	28801	Asheville Middle School	Room 251 / EC Hub	Savin	MP C307
85 Mountain Street	Asheville	NC	28801	Central Office	Communications / Rm 100	Savin	IM C2510
85 Mountain Street	Asheville	NC	28801	Central Office	Curriculum & Instruction / 1st fl / Rm 101	SAVIN	IM C300F
85 Mountain Street	Asheville	NC	28801	Central Office	EC / Exceptional Children Dept / Sarah Cain / office inside Rm 104	HP	M479fdw Color MFP
85 Mountain Street	Asheville	NC	28801	Central Office	Exceptional Children (EC) Dept -Rm 104	Savin	IM C300F
85 Mountain Street	Asheville	NC	28801	Central Office	Finance / Janice Weaver / inside Finance office	HP	LaserJet Pro M402dn
85 Mountain Street	Asheville	NC	28801	Central Office	Finance / Main Copier / Business Office	Savin	IM C3010



Asheville City Board Of Education

Equipment Schedule
Agreement 897981

Address	City	State	Zip	Facility	Location	Make	Model
85 Mountain Street	Asheville	NC	28801	Central Office	Finance/Purchasing / Rm 202 / Chris/ Purchasing clerk	HP	LaserJet Managed E50145dn
85 Mountain Street	Asheville	NC	28801	Central Office	Front office / Check in	HP	LaserJet Managed MFP E42540f
85 Mountain Street	Asheville	NC	28801	Central Office	HR Dept / Rm. 206	HP	Color LaserJet Managed MFP E47528f
85 Mountain Street	Asheville	NC	28801	Central Office	HR Dept/ Rm 208	Savin	IM 2500
85 Mountain Street	Asheville	NC	28801	Central Office	IT Dept	Savin	IM C300F
85 Mountain Street	Asheville	NC	28801	Central Office	Nutrition	Savin	IM C300F
85 Mountain Street	Asheville	NC	28801	Central Office	Student Enrollment / 1st floor / Tisha Rousseau	Savin	IM C3000
85 Mountain Street	Asheville	NC	28801	Central Office	Superintendent's office	Savin	IM C2510
85 Mountain Street	Asheville	NC	28801	Central Office	Superintendent's office	HP	M479fdw Color MFP
85 Mountain Street	Asheville	NC	28801	Central Office	Workroom / Rm 102	Savin	MP 6503
85 Mountain Street	Asheville	NC	28801	Central Office	Workroom/ Rm 102	Savin	IM C3010
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	1st fl / Rm 156 / workroom	Savin	MP 6503
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	2nd fl / Rm 212 / workroom	Savin	MP 6503
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	3rd fl Workroom	Savin	MP 6503
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	Data Manager	HP	LaserJet Managed E40040dn
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	Front office / Cherie Davis /Bookkeeper	HP	LaserJet Pro M402dn
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	Mail room	Savin	IM C4510
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	Media Center	Savin	IM 2500
241 Merrimon Ave	Asheville	NC	28801	Claxton Elementary	Principal's Office	HP	Color LaserJet Managed MFP E47528f
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Front desk /Emily (Data Manager)	HP	LaserJet Managed E40040dn
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Front Office / Harrison's Desk / Bookkeeper	HP	LaserJet Managed E40040dn
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Front Office Copy Room	Savin	MP 6503
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Front office workroom	Savin	IM C4510
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Media Center	Savin	MP 6503
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Preschool	Savin	MP C307
60 Ridgelawn Rd	Asheville	NC	28806	Hall Fletcher Elementary	Principal office (Carrie)	HP	Color LaserJet Managed MFP E47528f
544 Kimberly Ave	Asheville	NC	28804	Ira B. Jones Elementary	Media Center	Savin	MP 6503
544 Kimberly Ave	Asheville	NC	28804	Ira B. Jones Elementary	Principal's office	HP	Color LaserJet Managed MFP E47528f
544 Kimberly Ave	Asheville	NC	28804	Ira B. Jones Elementary	Reception desk bookkeeper	HP	LaserJet Pro M402dn
544 Kimberly Ave	Asheville	NC	28804	Ira B. Jones Elementary	Records Room Inside Main Office	Savin	MP 6055
544 Kimberly Ave	Asheville	NC	28804	Ira B. Jones Elementary	Teacher workroom	Savin	IM C6500
125 Hill St	Asheville	NC	28801	Isaac Dickson Elementary School	4/5 Hall Teacher Workroom	Savin	MP 6503
125 Hill St	Asheville	NC	28801	Isaac Dickson Elementary School	Bookkeeper	HP	LaserJet Pro M402dn
125 Hill St	Asheville	NC	28801	Isaac Dickson Elementary School	Front desk	HP	LaserJet Managed MFP E42540f
125 Hill St	Asheville	NC	28801	Isaac Dickson Elementary School	Principal's office	HP	Color LaserJet Managed MFP E47528f
125 Hill St	Asheville	NC	28801	Isaac Dickson Elementary School	Teacher Workroom / main workroom	Savin	IM C6500

Asheville City Board Of Education

Equipment Schedule
Agreement 897981

Address	City	State	Zip	Facility	Location	Make	Model
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	1st floor workroom	Savin	MP 6503
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	2nd floor workroom	Savin	MP 6503
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	Front office / Bookkeeper's desk / Ms Logan's office	HP	LaserJet Pro M402dn
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	Front Office Work Area	Savin	IM C6500
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	K/1 Hall	Savin	MP 6503
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	Media Center	Savin	IM 2500
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	Principal's office / Ms. Jameson / under desk	HP	Color LaserJet Managed MFP E47528f
98 Sulphur Springs Rd	Asheville	NC	28806	Lucy S. Herring Elementary School	Trailer	HP	LaserJet Managed MFP E52645dn
90 Montford Ave	Asheville	NC	28801	Montford North Star Academy	1st floor / Teachers' workroom	Savin	MP 2555
90 Montford Ave	Asheville	NC	28801	Montford North Star Academy	2nd fl / Teachers workroom / Top floor	Savin	IM 2500
90 Montford Ave	Asheville	NC	28801	Montford North Star Academy	Front office / Main Copier	Savin	MP C3004EX
90 Montford Ave	Asheville	NC	28801	Montford North Star Academy	Montford Bookkeeping / inside front office / Related Services Room	HP	HP LJ M506
441 Old Haywood Rd.	Asheville	NC	28806	Operations	Maintenance Department	Savin	IM C2510
441 Old Haywood Rd.	Asheville	NC	28806	Operations	Transportation	Savin	IM C2000

ASHEVILLE CITY BOARD OF EDUCATION

SIGNATURE

PRINTED NAME

TITLE

DATE

IMAGE SOLUTIONS, LLC

SIGNATURE

PRINTED NAME

TITLE

DATE

Image Fleet
Platinum Service Agreement

Customer:	Asheville City Board of Education				
Address:	85 Mountain St				
City:	Asheville	State:	NC	Zip:	28801
Phone	(828) 350-6101	Fax:	(828) 251-4915		

PRINTER SUPPORT

Image Solutions will provide all service calls as reasonably requested by the Customer at no additional charge for labor. Service is to be performed during normal business hours (8:00 a.m. to 5:00 p.m. EST Monday – Friday), excluding company holidays. By prior arrangement, service may be supplied outside normal business hours at the current emergency service rate. Service requests may be placed online, via email or via phone.

There will be no additional charge for normal replacement parts. This agreement does not include paper trays, accessories, abuse, accident, theft, acts of God or nature, damage due to power surge or lightning, or damage to equipment due to use of supplies or repairs not provided by Image Solutions or any authorized Image Solutions representative.

PRINTER EQUIPMENT

See attached Equipment Schedule for initial list of printers eligible for Platinum Service Agreement coverage. Additional workgroup printers and MFPs, where print volume supports the usage of equipment, are provided upon Customer request and IS approval under the terms of this agreement. Equipment provided under this agreement will be monitored and managed by IS for efficiency and functionality. IS may replace or relocate equipment to maintain functionality, operability, and serviceability.

Term: 36 Months **Minimum Monthly Billing: Included in COST PER IMAGE AGREEMENT**

	Black Images	*Color Images*
Minimum Monthly Images	***538,650***	***29.347***
Additional Image Rate	***$0.0325***	***$0.065***
Scan Rate	Included	Included

Additional Image Billing Schedule: ☒ Quarterly **No Charge Equipment Replacement Coverage -** ☒ Yes ☐ No

Notes:
This Platinum Service Agreement, along with the Cost Per Image Agreement, shall supersede any previous agreements entered into by the parties for the same equipment and services set forth in the schedule. To the extent that any terms of the Platinum Service Agreement conflict with the terms of the Cost Per Image Agreement, the terms and conditions set forth in the Cost Per Image Agreement shall control.

This agreement is neither transferrable to a third party nor cancellable prior to end of initial term or any renewal term.

ASHEVILLE CITY BOARD OF EDUCATION		IMAGE SOLUTIONS, LLC	
SIGNATURE		**SIGNATURE**	
PRINTED NAME		**PRINTED NAME**	
TITLE		**TITLE**	
DATE		**DATE**	

Additional terms and conditions on reverse side and online at: www.ISTechnology.com

GENERAL TERMS AND SCOPE OF COVERAGE

This agreement is between Image Solutions, LLC ("IS") and Asheville City Board of Education ("Customer"). IS and Customer agree to the following terms and conditions: In accordance with the terms of this agreement, Customer agrees to purchase, and IS agrees to maintain and service, the equipment identified herein. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by both parties. Excluding paper and staples, this agreement covers labor, parts, and supplies necessary to make prints. Replacement of parts and consumables such as rollers, drums, etc. will be made as necessary to ensure equipment performance. Damage to the equipment or its parts arising out of misuse, abuse, negligence, acts of God or nature, or service performed by personnel other than IS is not covered and may void this agreement or incur additional cost.

METER COLLECTION: Meter readings will be collected by automated meter reporting utilities or by email. Meter readings not received within 5 days of the requested date will be estimated and may result in additional charges to Customer. Customer agrees to provide required access to network systems for the purpose of installation and communication with meter collection software. Customer further agrees that IS will not be held liable for damages relating to the installation or access of said software. If meters are not supplied by the requested date, an IS representative may manually collect meter readings from the equipment. If manual readings are required, Customer will be billed the prevailing hourly service call rate for meter collections. All HP brand printers require an electronic meter reporting utility to be installed and operational at all times. If Customer removes or disables the meter collection agent, Customer will be charged for reinstallation and manual meter collection at the prevailing hourly service rate. For devices not reporting on meter collection software (including non-networked devices), IS may estimate meter readings. Customer agrees to accept these estimated meter readings for billing purposes or to provide meter readings for these devices within 5 days of request.

SERVICE: All service and preventative maintenance calls will be made during normal business hours at the installation address on this agreement. By prior arrangement, service may be supplied outside normal business hours at the current emergency service rate. This agreement covers only the equipment listed on the equipment schedule attached. IS may replace or relocate equipment at their discretion to maintain financial efficiency and/or functionality. Failure to comply with suggestions will result in increased costs. Equipment added to Customer environment, by Customer or by IS, will be automatically included in this agreement and billed in the combined usage totals unless excluded by IS upon discovery thereof. Unless approved by IS, agreement coverage is provided for equipment at the indicated address. Customer may not move equipment to another location without contracting with IS. Equipment relocation services will be provided by IS for an additional fee. If the equipment is moved to another location without written approval, IS may terminate this agreement without notification and all remaining amounts due under the agreement will become due upon termination. No services relating to network or computer issues are covered under this agreement, including but not limited to loading print drivers, changing connectivity settings, software support, and diagnosis of printer /network communication issues. Minimum monthly image amount may be adjusted up to 10% of initial minimum monthly image amount outlined in this agreement, at Customer request and IS approval, prior to the start of any quarterly meter frequency period. Adjustments in the minimum monthly image amount may result in an increase or decrease in the associated per image base and excess per image charges. Adjustment in minimum monthly image amount, up to 20% of initial minimum monthly image amount outlined in this agreement, may be approved by IS. Adjustments in the minimum monthly image amount up to 20% will require corresponding adjustment, increase or decrease, in number of printers provided under this agreement to align with increased or decreased minimum monthly images.

SUPPLIES: Toner and ink are provided to the Customer under this agreement, unless otherwise indicated, and are subject to billing at the published yield on a per print basis. At end of term, Customer agrees to pay for the un-invoiced supply yield at the then-current excess print rates. Hardware provided through HP's Amplify subsidized program will be provided with original equipment manufacturer (OEM) toner if available. Long-life consumables will be provided where available and where volume supports usage. Specialty toner (such as MICR) is not included and will be shipped and billed separately as needed. Supplies may not be returned for refund or credit. Excess consumables may not be stocked at Customer location. Paper and staples are not included in this agreement. Customer is responsible for all supply freight charges. IS reserves the right to discontinue service and supply coverage until any past due amounts are paid in full.

REPAIR AND REPLACEMENT OF PARTS / EQUIPMENT: Parts necessary for the operation of the equipment are provided under this agreement. IS is not responsible for delays due to the unavailability of manufacturer parts or supplies necessary to complete services as described in this agreement. IS may use any parts appropriate for a safe and complete repair, including modifications. Equipment that is determined unrepairable by IS will need to be replaced with a system approved or provided by IS. Customer authorizes IS to dispose of equipment replaced or removed on their behalf. There is no value provided for equipment removed or replaced. Replacement equipment provided by IS will be invoiced separately unless No Charge Equipment Replacement Coverage is selected on reverse side. No Charge Equipment Replacement Coverage applies to equipment deemed non-repairable during the initial term of this agreement. If No Charge Equipment Replacement Coverage is selected, non-operational equipment will be replaced with a model of similar age and capability. No Charge Equipment Replacement Coverages applies only to newly manufactured equipment placed under this agreement for the original term of the agreement. Customer-owned equipment or refurbished equipment is not eligible for No Charge Equipment Replacement Coverage. Replacement or new addition equipment provided to Customer by IS during this agreement will remain the property of IS.

BREACH OR DEFAULT: If Customer does not pay charges under this agreement promptly when due, IS may refuse to service the equipment or may furnish service on a C.O.D. "per call" basis at published rates. Customer agrees to pay IS's costs and expenses of collection including the maximum attorney's fees permitted by law.

NO WARRANTY: Other than the obligations set forth herein, IS disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for a particular purpose. IS shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of the use of equipment.

MISCELLANEOUS: This agreement shall be governed by and construed to the laws of the state of North Carolina and is applicable to agreements wholly negotiated, executed, and performed in this state. It constitutes the entire agreement between the parties and may not be modified except in writing signed by a duly authorizing officer of IS and the Customer. IS is not responsible for any information retained in electronic or hard copy format within the equipment. This information may include but is not limited to documents, network information, fax numbers, and email addresses. In addition, there may be information or latent images retained on equipment hard drive(s). IS bears no responsibility for the disposition, removal, or content of this information.

Request For Insurance Certificate

(PLEASE FORWARD THIS TO YOUR INSURANCE AGENT)

Re: Agreement No. 897981

To Insurance Agent: _____ Phone (_____) _____-_____

Agency: _____ Fax (_____) _____-_____

Address: _____

_____

Your Customer listed below is financing / leasing equipment through us.

WE MUST HAVE INSURANCE COVERAGE in place that: (i) names "**Image Solutions LLC and/or Its Assigns**" ("IS") as a Loss Payee and Additional Insured, and there is a lender's loss payable endorsement in favor of IS as loss payee on all property damage policies; (ii) each policy has been endorsed to provide that, as respects IS, the insurance shall not be invalidated by any action or inaction of Customer or any other person other than IS, and shall insure IS regardless of any breach or violation of any warranty, declaration, term or condition contained in such policy by Customer or any person other than IS; (iii) each policy has been endorsed to provide IS with 30 days' advance written notice of any material change or cancellation or non-renewal of such policy; and (iv) each policy contains a waiver releasing any rights of subrogation against IS for any and all claims, losses or damages covered under the above required insurance.

Property Damage/Contents Coverage: All-risk insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full replacement value of the equipment; and

Comprehensive General Liability: Coverage should be written with minimum limits of $1,000,000/$2,000,000 for bodily injury and $1,000,000/$2,000,000 for property damage.

Please provide us with a certificate of insurance as follows:

YOUR CUSTOMER:	LOSS PAYEE/ ADDITIONAL INSURED
Asheville City Board of Education 85 Mountain St Asheville, NC 28801-3899 Phone: 8283507000 Fax: Attention:	**Image Solutions LLC and/or Its Assigns** PO Box 202124 Florence, SC 29502 Phone: 877-248-5574 Fax: 305-964-2690 Attention: Commercial Tracking

EQUIPMENT TO BE INSURED:

Qty	Description of Equipment Leased	N/U	Make and Type	Model	Serial Number
1	Copier Systems				

EQUIPMENT LOCATION:
85 Mountain St, Asheville, NC 28801-3899

INSURABLE VALUE $493,920.00

EFFECTIVE DATE OF INSURANCE: Upon Lease Commencement

ASHEVILLE CITY SCHOOLS
INDEPENDENT CONTRACTOR AGREEMENT

The undersigned ***Independent Contractor*** (hereinafter "Contractor") and the **Asheville City Board of Education***, d/b/a* ***Asheville City Schools*** (hereinafter "**ACS**"), agree to the following Independent Contractor Agreement ("Agreement") for the performance of certain tasks or services as described below:

NOTE: Please fill in all blanks. If not applicable, please indicate by N/A.

1. Contractor is identified as follows: Name: Bountiful Cities Project, Inc (FEAST)

Type of Entity:
☐ Sole Proprietorship (individual) ☐ Professional Corporation
☐ Partnership X Corporation

Principal place of business: 50 S. French Broad Ave. #357 Asheville, NC 28801

Business telephone: 828-257-4000

Social Security N/A or Employer ID# 05-0587434.*
(*Providing your Social Security number or Employer Identification number is mandatory so the ACS can satisfy any applicable reporting requirement under North Carolina and federal laws.)

2. Description of task(s) to be performed by Contractor: (be specific and include place, date(s),
   FEAST will facilitate activities with the elementary students in ACS's Elementary Summer Program 2024 on the Hall Fletcher Elementary School campus. The FEAST activities will focus on gardening, cooking, and hands-on learning, promoting healthy living with students. FEAST will begin lesson planning and preparation for the student activities on June 17, 2024 and will work with students between July 1 and July 25, 2024.

3. Agreed to price and how paid: $4,312.00 ($28.00/hour x 154 hours)
   (Payments are normally made within 30 days of Agreement completion unless other arrangements are approved in advance by the Business Office.)
   FEAST will invoice ACS at the end of June 2024 for the planning and preparation hours and at the end of July 2024 for the programming hours.

4. Additional agreement provisions (such as travel or other expense reimbursements, if applicable) N/A

5. ACS Budget Code: 3-5350-181-311

   Authorized ACS Representative: Melissa Hedt

   Telephone Number: **828-350-6130**

Indicate below whether Riders (such as bid documents, proposals, etc.) are to be made a part of this agreement: N/A

6. Termination: This Agreement shall be for the period indicated in paragraph 2 unless terminated as provided for herein. This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event this Agreement is terminated pursuant to the provisions of this paragraph, ACS shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to ACS during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, ACS may retain any monies otherwise due to Contractor.

7. E-Verify: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.

8. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or Designee, upon request. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**

9. Independent Contractor: It is understood that Contractor executes this Agreement as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Agreement. This Agreement is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold ACS harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by ACS on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by ACS concerning Contractor or Contractor's employees.

10. Audit: ACS or auditors contracted by ACS may be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance.

11. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. FERPA Compliance: Contractor hereby agrees to abide by all ACS policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety. Contractor agrees to execute ACS' Responsible Use Agreement upon request. If ACS provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under this Agreement. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws. If Contractor experiences a security breach concerning any information covered by this Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the NC Identity Theft Protection Act, (b) immediately notify ACS with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with ACS in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify ACS for any breach of confidentiality or failure of its responsibilities to protect confidential information, including but not limited to, the cost of notification of affected persons as a result of its accidental or negligent release of data provided to Contractor pursuant to the Agreement.

13. North Carolina Public Records Law: Contractor acknowledges that ACS is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et.seq*. This Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by ACS in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. ACS is under no obligation to notify Contractor prior to its compliance it's duties under NCPRL.

14. Liability Insurance: It is understood and agreed between the Parties that each person performing services for Contractor under this Agreement shall be covered by Contractor for all

actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property. Contractor shall provide to ACS a certificate of insurance for general liability and property damage coverage of at least one million dollars ($1,000,000) for each claim made and, if requested by ACS, name ACS as an additional insured on each applicable insurance policy.

15. Indemnification: **CONTRACTOR, FOR ITSELF AND IT'S EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, ACS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE ACS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**

16. Anti-Trust: This Agreement has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into this Agreement:

a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.

b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

c) The Contractor shall provide immediate written notice to ACS if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d) The certification in this section is a material representation of fact upon which reliance is placed by ACS in making this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to ACS, then ACS may terminate the Agreement for default.

17. Travel Expenses: Unless otherwise stated in the Agreement, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Agreement.

18. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by ACS without the prior written consent of ACS. Contractor shall not use any of the ACS' logos, images, trademarks, or copyrights without the prior written consent of ACS. The Agreement shall not be used for advertising by Contractor without prior approval of ACS.

19. Assignment: Unless agreed to in writing by ACS, the Agreement is not assignable. Any attempt to assign the Agreement to any 3rd party shall be null and void and shall relieve ACS of any further liability under the Agreement.

20. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of ACS during its provision of the services in the Agreement shall be owned by ACS, and ACS shall have all common law, statutory, and other reserved rights therein.

21. Compliance with Law: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and relevant ACS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

22. Certification: Contractor certifies that they have completed the attached ACS Employee Background Information Release for themselves and each employee, agent or representative who will be performing the Services and have provided the signed Release(s) to the ACS Human Resources Department.

23. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of this Agreement, each party shall be responsible for its own attorney's fees.

24. Choice of Law: The Parties agree that the Agreement was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Agreement, as to interpretation and performance. It is further agreed that the place of this Agreement, its situs and forum, will be in the county in North Carolina where ACS' Central Office is located.

25. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where ACS' Central Office is located.

26. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such part is unable to prevent.

27. Integration & Amendment: The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written

instruments signed by both Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to benefit any third party. The Agreement shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Agreement shall not be construed solely against ACS.

28. Severability: The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain valid and enforceable.

29. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

30. Authority: Both Parties executing the Agreement acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Agreement.

31. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Agreement, understand the Agreement and its consequences, and knowingly and voluntarily enter into the Agreement.

32. Pre-Audit Certification: Execution of the Pre-Audit Certification below is a condition precedent to the effectiveness of the signatures set-forth below.

33. Notices: Any notice required or desired to be given under this Agreement shall be deemed given if in writing and sent by certified mail to the principal office of the Contractor, stated in paragraph 1 herein, or to ACS at Attention: Finance Officer, Asheville City Schools, P. O. Box 7347, Asheville, NC 28802.

34. By acceptance of this Agreement, Contractor affirms that it is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act.

35. Miscellaneous:

_____

_____

_____

Agreed to by Independent Contractor

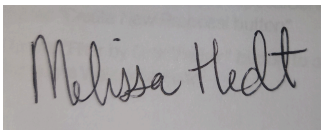
Print Name: Jordan Diamond

Signed: Jordan Diamond

Date: 6/5/2024

Agreed to by ACS Designee

Print Name: Melissa Hedt

Signed: 

Date: 6/5/24

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

_____
Chief Financial Officer for Asheville City Schools

_____
Date

COPY: Principal/Supervisor
Business Office/Finance
Human Resources Office

[END OF AGREEMENT]

Help with This Form - Independent Contractor (IC) Agreement
Helpful Tips

- ➔ Contractor should sign the final page, as "Independent Contractor".
- ➔ The applicable Supervisor or Principal should sign the final page, as "ACS Designee".
- ➔ Agreement should be submitted with all pages included.
- ➔ All completed IC agreements, as well as COI and W-9 forms, should be submitted to ACS Purchasing (Finance Department), to collect remaining signatures and for processing.

Background checks will be forwarded to the Human Resources Department for processing.

ACS EMPLOYEE BACKGROUND INFORMATION RELEASE

In connection with my application for employment, I understand that investigative reports which may contain public record information, may be requested or made on me including, criminal records, driving record, education, prior employer verification and others. These reports will include experience along with reasons for termination of past employment. Further I understand that you will be requesting information from various Federal, State and Local agencies regarding my past activities. I also understand that the information below regarding sex, race and date of birth is requested for the sole purpose of gathering the above information correctly, and will not be used to discriminate against me in violation of any law.

In addition, I understand that, once employed, a criminal records check may be conducted from time to time for employment purposes for annually rehired and current employees (including volunteers and substitutes) on an individual, random or rotating basis pursuant to Board Policy 7100, as well as on independent contractors and volunteers.

I hereby authorize without reservation, any party or agency contacted to furnish the above-mentioned information. I also hereby authorize Asheville City Schools to procure a criminal record check from time to time for employment purposes and I agree to provide to Asheville City Schools any other information required in connection with procuring such records.

FOR IDENTIFICATION PURPOSES: PLEASE PRINT ALL INFORMATION CLEARLY.

First name: _____ Middle: _____Last: _____

Social Security#: _____-_____-_____ **Driver's License: State_____ Number: _____**

Gender: _____ **Date of Birth: Month: _____ Day**: _____ **Year**: _____ **Race: _____**

OTHER NAMES: MAIDEN; ALIAS: _____

Phone Number_____ E-Mail_____

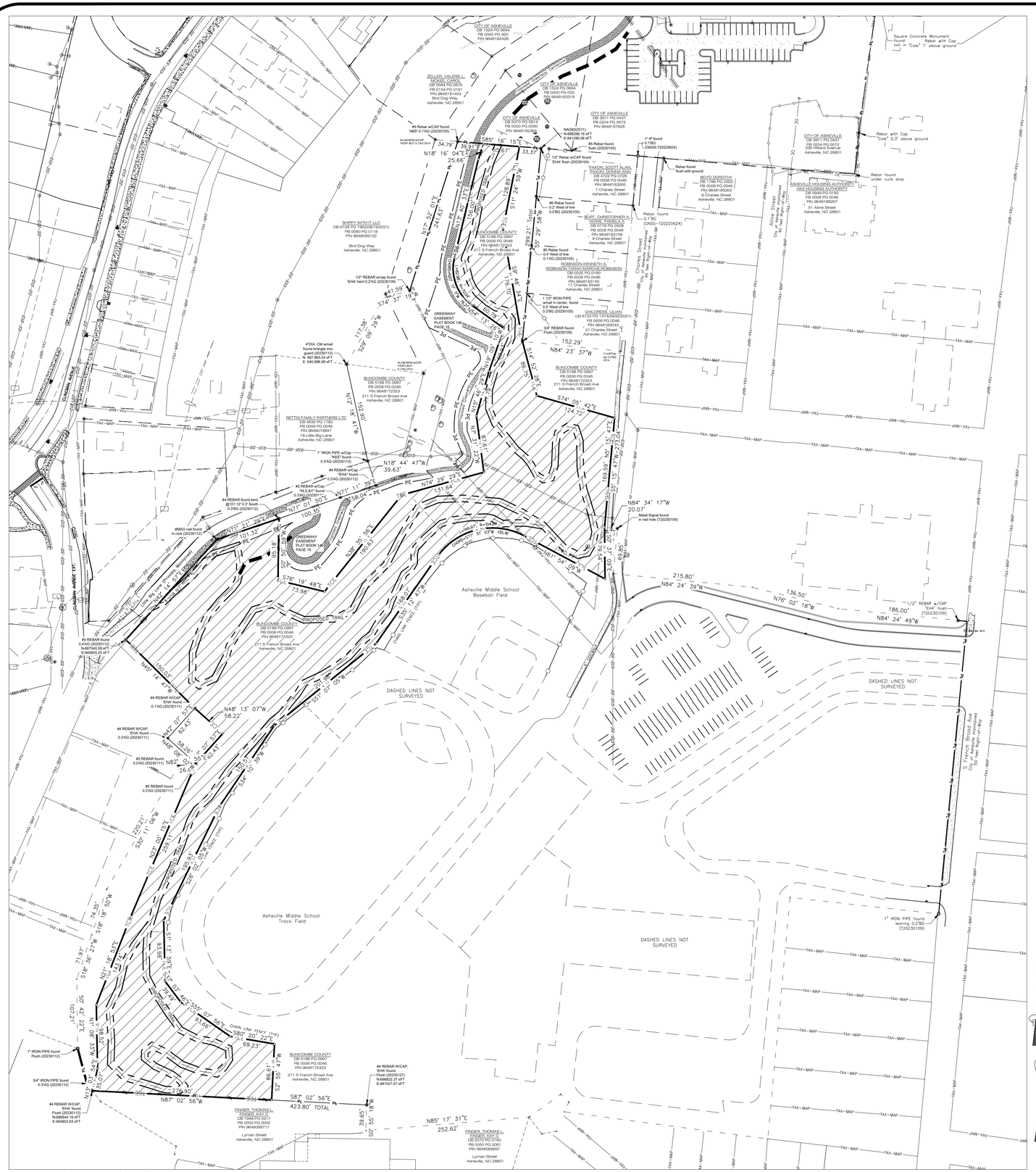
HAVE YOU EVER RESIDED IN ANOTHER STATE ☐ YES ☐ NO
LIST CURRENT ADDRESS

_____

Street **City** **State** **Zip**

PLEASE SIGN BELOW AS YOUR BACKGROUND CHECK CANNOT BE PROCESSED WITHOUT YOUR SIGNATURE.

Signature _____ Date**:** _____


CITY OF ASHEVILLE
DB 1324 PG 0664
PB 0000 PG 000
PIN 9648182428
ZELLER, VALERIE L.
MCKEE, CAROL
DB 5324 PG 0874
PB 0154 PG 0191
PIN 9648181403
Bird Dog Way
Asheville, NC 28801
CITY OF ASHEVILLE
DB 1324 PG 0664
PB 0000 PG 000
PIN 9648183310
CITY OF ASHEVILLE
DB 5310 PG 0914
PB 0000 PG 0000
PIN 9648182362
CITY OF ASHEVILLE
DB 3911 PG 0430
PB 0004 PG 0072
PIN 9648187628
CITY OF ASHEVILLE
DB 3911 PG 0437
PB 0004 PG 0072
336 Hilliard Avenue
Asheville, NC 28801
ASHEVILLE HOUSING AUTHORITY
AKA ASHEVILLE HOUSING AUTHORITY
DB 0994 PG 0150
PB 0008 PG 0046
PIN 9648188267
51 Aldine Street
Asheville, NC 28801
SHIRPEY WITH IT LLC
DB 6158 PG 1362 (20220218)(20221021)
PB 0080 PG 0118
PIN 9648589122
Bird Dog Way
Asheville, NC 28801
PAXTON, SCOTT ALAN
PAXTON, DONNA ANN
DB 4122 PG 0728
PB 0008 PG 0046
PIN 9648183265
7 Charles Street
Asheville, NC 28801
BOYD DOROTHY
DB 1796 PG 0302
PB 0008 PG 0046
PIN 9648185263
8 Charles Street
Asheville, NC 28801
BUNCOMBE COUNTY
DB 5188 PG 0997
PB 0008 PG 0046
PIN 9648172323
211 S French Broad Ave
Asheville, NC 28801
BURT, CHRISTOPHER A.
HOWE, PAMELA A.
DB 5776 PG 0526
PB 0008 PG 0046
PIN 9648183149
21 Charles Street
Asheville, NC 28801
ROBINSON KENNETH A.
ROBINSON, TARAH MARCHE ROBINSON
DB 0226 PG 0180
PB 0008 PG 0046
PIN 9648183150
Charles Street
Asheville, NC 28801
CHILDRESS, LILIAN
DB 6123 PG 1374(20220221)
PB 0008 PG 0046
PIN 9648183151
21 Charles Street
Asheville, NC 28801
BUNCOMBE COUNTY
DB 5188 PG 0997
PB 0008 PG 0046
PIN 9648172323
211 S French Broad Ave
Asheville, NC 28801
BETTING FAMILY PARTNERS LTD
DB 4822 PG 1782
PB 0008 PG 0046
PIN 9648270647
18 Little Big Lane
Asheville, NC 28801
Asheville Middle School
Baseball Field
Asheville Middle School
Track Field
DASHED LINES NOT SURVEYED
PROPOSED TRAIL
CHAIN LINK FENCE (TYP)
S. French Broad Ave
City of Asheville - maintained
60' Variable Public Right-of-Way
Charles Street
40' Variable Public Right-of-Way
Aldine Street
City of Asheville - maintained
40' Variable Public Right-of-Way
GREENWAY EASEMENT PLAT BOOK 140, PAGE 10
GREENWAY EASEMENT PLAT BOOK 140, PAGE 10
Square Concrete Monument found Rebar with Cap nail in "cue" 1' above ground
Rebar with Cap "Cole" 0.3' above ground
Rebar found under curb stop
Rebar found flush with ground
Rebar found 0.1'BC (GNSS-120220624)
#5 Rebar w/CAP found "ABS" 0.1'AG (20230105)
ALIGNMON w/CAP "HOPF BZT-1 FAS 2014"
NAD83(2011) N:686098.16 sFT E:941296.06 sFT
#5 Rebar found flush (20230105)
1/2" Rebar w/CAP found "EHA" flush (20230104)
#6 Rebar found 0.2' West of line 0.28'G (20230105)
#5 Rebar found 0.2' West of line 0.1'AG (20230105)
1 1/2" IRON PIPE w/nail in center, found 0.9' West of line 0.28'G (20230105)
3/4" REBAR found Flush (20230109)
1/2" REBAR w/cap found "EHA" bent 0.2'AG (20230109)
4"DIA. CM w/nail found w/angle iron guard (20230112) N: 687,950.24 sFT E: 940,996.08 sFT
ALIGNMON w/CAP "HOPF BZT-1 FAS 2014"
TS1BT5a w/CAP "FAS 2014"
#4 REBAR found bent @101.12'@ South 0.28'G (20230112)
1" IRON PIPE w/Cap "KES" found 0.3'AG (20230112)
#4 REBAR w/Cap "EHA" found 0.3'AG (20230112)
#5 REBAR w/Cap "MLS-BJY" found 0.3'AG(20230112)
#MAG nail found in rock (20230112)
#5 REBAR found 0.4'AG (20230112) N:687540.08 sFT E:940655.25 sFT
#4 REBAR w/CAP, "EHA" found Flush (20230127) N:686822.37 sFT E:941027.67 sFT
#4 REBAR w/CAP, "EHA" found Flush (20230112) N:686955.93 sFT E:940803.83 sFT
1" IRON PIPE found Flush (20230112)
3/4" IRON PIPE found 0.3'AG (20230112)
1" IRON PIPE found leaning 0.2'BC (T20230109)
#4 REBAR w/CAP, "EHA" found Flush (20230112) N:686,822.37 sFT E:941,027.67 sFT
#5 REBAR found 0.2'AG (20230111)
#4 REBAR w/CAP, "EHA" found 0.3'AG (20230111)
#4 REBAR w/CAP, "EHA" found 0.1'AG (20230111)
N18° 16' 04"E 25.66'
S85° 16' 15"E 39.67'
33.37'
N17° 32' 01"E 241.63'
S11° 24' 59"W 292.21' Total
129.89'
S74° 37' 19"W 1.65'
S39° 09' 29"W 117.58'
S74° 05' 42"E 124.72'
N84° 23' 37"W 152.29'
N84° 34' 17"W 20.07'
N18° 44' 47"W 39.63'
N71° 11' 39"E 58.54'
N71° 01' 55"E 100.35'
N76° 19' 48"E 73.98'
N85° 17' 31"E 252.62'
N84° 24' 39"W 215.80'
N76° 02' 18"W 136.50'
N84° 24' 49"W 186.00'
1/2" REBAR w/CAP "EHA" flush (T20230109)
N87° 02' 56"W 423.80' TOTAL
N87° 02' 56"W 214.90'
S87° 02' 56"E 69.23'
N85° 17' 31"E 39.65'
N48° 13' 07"W 58.22'
N82° 07' 37"W 62.43'
N82° 08' 02"W 58.26'
N82° 08' 02"W 26.05'
S30° 11' 06"W 232.21'
S34° 10' 39"W 269.11'
S18° 36' 27"W 74.85'
S30° 27' 22"W 107.21'
S55° 07' 05"W 201.98'
S55° 07' 05"W 69.85'
S55° 07' 05"W 39.65'
S55° 07' 05"W 186.01'
S55° 07' 05"W 69.85'
S55° 07' 05"W 69.85'
S55° 07' 05"W 69.85

THE ASHEVILLE CITY BOARD OF EDUCATION
RESOLUTION TO BUNCOMBE COUNTY COMMISSIONERS
RECOMMENDING GRANTING EASEMENT TO CITY OF ASHEVILLE
FOR BACOATE BRANCH TRAILS

June 10, 2024

WHEREAS, the City of Asheville (the "City") seeks to acquire an easement through a portion of the Asheville Middle School property as part of its Bacoate Branch Trail (the "Trail");

WHEREAS, a map of the proposed easement area is attached hereto;

WHEREAS, Buncombe County (the "County") is the owner of record of the Asheville Middle School property pursuant to G.S. 153A-158.1(c) and must agree to grant the easement for the Trail;

WHEREAS, the County has asked that the Asheville City Board of Education (the "BOE") provide its recommendation regarding granting the easement;

WHEREAS, the easement may be granted upon such terms and conditions as the City, County, and BOE deem wise pursuant to G.S. 160A-274; and

WHEREAS, the Trail will provide public access for recreational enjoyment including walking and biking;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Asheville City Board of Education recommends and requests that Buncombe County grant an easement to the City of Asheville covering the easement areas shown on the attached map and plat to be provided for the purpose of permitting the Trail to be constructed.

READ, APPROVED AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

_____
George Sieburg, Chairman, on behalf of the
Asheville City Board of Education

Prepared by: City of Asheville Attorney's Office
Mail after recording to: Jannice Ashley, City Attorney's Office, P.O. Box 7148, Asheville, NC 28802

STATE OF NORTH CAROLINA **BUNCOMBE COUNTY**	**PERMANENT EASEMENT BACOATE BRANCH NATURAL SURFACE PUBLIC TRAILS EASEMENT & TEMPORARY CONSTRUCTION EASEMENT**

THIS PERMANENT PUBLIC USE TRAIL EASEMENT & TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made and entered into this ___ day of _____, 2023 by **Buncombe County** ("Grantor"/"County"), and the **City of Asheville**, a North Carolina municipal corporation ("Grantee"/"City").

WITNESSETH

WHEREAS, pursuant to N.C.G.S. 160A-353, the City has the authority to acquire interests in real property for parks and recreation facilities by any lawful means, including gifts or grants or purchase and to accept such gifts, grants or devises subject to the terms and conditions that may be imposed by the Grantor; and

WHEREAS, pursuant to N.C.G.S. 160A-296, the City has the authority to open streets and other ways of public transit, and to acquire the necessary land therefore by dedication and acceptance, purchase, or other lawful means; and

WHEREAS, Grantee desires to establish and construct natural surface trails, over a portion of the 25 +/- acre Property of the Grantor, as shown on attached Plat Map (**Exhibit "A"**), described in Deed Book 5188, Page 0997 and Plat Book 08, Page 046 recorded in the Buncombe County Register of Deeds Office, State of North Carolina and further described as PIN Number 9648-17-2323 on the Buncombe County Tax Maps (the "Property"), said property is currently being leased to the **Asheville City Schools**(herein "ACS"); and

WHEREAS, the City has requested that it be granted a permanent easement and temporary easement for ingress, egress, and regress over the Property for the purposes of installing, maintaining and operating natural surface multi-use trails and associated facilities on the Bacoate Branch Trail Easement Area (as defined below) and the temporary construction easement ("TCE") Area (as defined below); and

WHEREAS, in October 2022, Asheville City Council adopted the GAP Plan which provided updates to the City's Greenway Master Plan, ADA Transition Plan, and Pedestrian Master Plan in one comprehensive document; and this updated Greenway Master Plan identified natural surface trails as a new greenway typology for the City to use when planning and developing new greenway or trail facilities; and

WHEREAS, the City intends to enter into an Agreement with **Asheville Unpaved Alliance ("AVL Unpaved"),** a local non-profit corporation comprised of three other local transit-related, non-profits- Asheville on Bikes, Inc., Friends of Connect Buncombe, Inc. and Southern Off Road Bicycle Association NC Chapter-Pisgah Area ("Pisgah Area SORBA"), to have AVL Unpaved construct the natural surface trails on the Property, and two other locations in the City (French Broad River Park area and Azalea Park area) consistent with plans reviewed and approved by the City, and also to have AVL Unpaved be responsible for the maintenance and operation the trails for the first three years after construction. AVL Unpaved began as a community-supported initiative dedicated to building a network of multi-use natural surface trails and was one of the

many projects identified in the GAP Plan. The City's Parks and Recreation Department will become responsible for the maintenance and operation of the multi-use trails after the initial three-year period; and

WHEREAS, Buncombe County and ACS agree to grant this easement to the City at no cost, in consideration of the fact that the City and its partner AVL Unpaved shall bear all costs for the construction and maintenance of the public, multi-use trails and also, as stated herein, agree to terminate this easement in the future should Buncombe County or ACS have need of the property for another purpose; and

WHEREAS, pursuant to N.C.G.S. 160A-274 the easement may be granted upon such terms and conditions as the City, County, and the Asheville City Board of Education deem appropriate; and

WHEREAS, Grantor pursuant to Resolution No.___ adopted on _____by the Buncombe County Commissioners is willing to grant such easements over the Easement Area and the TCE Area for the purposes set forth herein and Grantor's Lessee, Asheville City Board of Education on behalf of Asheville City Schools has recommended approval of the granting of the multi-use trail easement as described herein to the County, as evidenced by the Resolution approved on _____, attached hereto and incorporated herein as **Exhibit "B."** and the City has agreed to accept these easements, all in accordance with the provisions of this Agreement; and

WHEREAS, Grantor understands that the Bacoate Branch Trail Easement Area shall be used by the public and shall remain open for travel by the public;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms and conditions set forth herein, the Grantor hereby gives, grants and conveys unto the City, its employees, agents, contractors, authorized permittees (collectively, "Grantee"), its successors and assigns, the temporary and permanent, non-exclusive right, privilege and easement over an upon a portion of the Grantor's Property described herein for use as a public multi-use trail; reserving the right to the Grantee to construct on, over or under the Easement Area, natural surface trails not more than ten (10) feet in width (the " Trail") and to install within the Easement Area features and facilities incidental to the Trail including, but not limited to, fences, railings, gates and barriers to control access, along with benches, signs, utilities, and other related facilities (collectively, with the "Trail", the "Trail Facilities") and to enter the Easement Area at any time to construct, install, maintain and repair the Trail Facilities; together with right of ingress and egress on, over and across the Property for reasonable access to the Easement Area.

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement ("TCE") for the purposes of trail mapping, clearing, grading, storing supplies and materials, moving and using equipment and generally carrying out the completion of the construction of the adjacent permanent natural surface trail over and upon the Grantor's Property for all purposes in connection with such construction, it being understood that this right of use as set forth in the paragraph shall terminate upon the final completion of the project construction; said TCE being more particularly described as follows:

A temporary construction easement (the "TCE") over, on, and through a portion of the Property, consisting of 5.26 acres (229,061 square feet) more or less (the "TCE Area") as shown on **Exhibit A**, an unrecorded survey prepared for the City of Asheville by Johnny D. White, PLS entitled "Bacoate Branch Trail (Unpaved Trail) across Buncombe County Property-Asheville Middle School, dated March 18, 2024 and labeled as the "Temporary Easement" thereon, which is attached hereto and incorporated herein by this reference.

Commented [1]: Do we want and plan to record this survey? If so, I can change and add a place for a Plat Book and Page.

PERMANENT GREENWAY EASEMENT

A Permanent Easement for purposes of constructing, maintaining, repairing and replacing as necessary the natural surface multi-use trails and associated facilities over and upon the Grantor's Property; said permanent easement being more particularly described as follows:

A Permanent Easement, over, on, and through a portion of the Grantor's Property to be known as the **Bacoate Branch Natural Surface Trail Easement Area**, **0.9 acres** (40,000 square feet) more or less, as shown on **Exhibit A**, an unrecorded survey prepared for the City of Asheville by Johnny D. White, PLS entitled "Bacoate Branch Trail (Unpaved Trail) across Buncombe County Property-Asheville Middle School, dated March 18, 2024 and labeled as the "Permanent Easement" thereon, which is attached hereto and incorporated herein by this reference.

Commented [2]: Do we want and plan to record this survey? If so, I can change and add a place for a Plat Book and Page.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE CITY that the following is applicable to both the Easement Area and TCE Area (collectively, the "Easement Areas") unless specifically delineated below:

City, its agents and assigns shall have the right to do all things necessary or convenient thereto, but not inconsistent with the purposes of the Trail Easement and the TCE set forth above, including, but not being limited to, the following:

1. City shall have the right to clear the Trail Easement Area and the obligation, to keep the Trail Easement Area clear at all times. During construction, Grantee shall keep the Easement Area and the TCE Area free from accumulation of dust, waste materials or rubbish caused by its operation in connection with the construction and installation of the Trail Facilities. For the first three (3) years after completion of the construction of the greenway, City's agent, AVL Unpaved, shall maintain, or cause to be maintained, the Trail Facilities and the Trail Easement Area in a manner not inconsistent with other natural surface trails in City's park/trail system. After the first three (3) years, the City's Parks and Recreation Department shall maintain, or cause to be maintained, the Trail Facilities and the Trail Easement Area in a manner not inconsistent with other natural surface trails in the City's park/trail system

2. City shall have the right to plant trees, shrubs, grass and other similar plantings in and upon the Easement Area for landscape, buffering and/or for controlling stormwater flowing through the Easement Area.

3. City shall have the right to relocate signs, landscaping etc. which belong to Grantor within the permanent easement area as necessary for functional or aesthetic design at the expense of Grantee. Grantee shall have the right to post signs within the permanent easement area as it deems necessary.

4. Grantee understands and agrees that the permanent easement is a public use easement and members of the general public shall have free access to and use of the natural surface trails and the easement area, subject to the laws and ordinances of the City of Asheville for recreational purposes, including but not limited to: biking, walking, hiking, running, bird watching, nature study; (ii) events such as "runs" or competitive races; programmatic use by schools, clubs or other groups; or any use of Trail Facilities for purposes other than overnight camping, soliciting aid and loitering, in accordance with the City of Asheville Code of Ordinances which shall be posted on the Property; and (iii) emergency vehicles in the case of emergency within the Easement Area.

5. Prior to the expiration of the TCE, City shall return the TCE Area to the same or substantially similar condition as was present prior to granting of the TCE.

Commented [3]: Check this with AVL Unpaved-need to know how much disturbance will be in the TCE Area and if they can return it to similar condition or want to make a different commitment.

6. Grantor shall have the full power and right to use the Easement Area and the TCE Area for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (a) the Trail Facilities to be damaged in any way; (b) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the Trail Easement Area; and/or (c) the Trail Facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.

7. The permanent Trail easement may be terminated by the Grantor(s), if at their sole discretion, ACS or the County determine that they have a need for the Property which precludes the continuance of the natural surface multi-use trails. Grantor(s) agree to provide notice of said intent to terminate this easement to the City at least 180 days prior to the termination date. Upon termination, City/Grantee agrees to record a Release from

this easement with the Buncombe County Registry. City/Grantor shall not be required to return the permanent Trail Easement Area to its original condition. However, City shall remove any signs or constructed Trail Facilities upon termination of the easement, unless otherwise agreed to with the Grantor.

8. Hold Harmless and Indemnification: To the extent permitted by law, City shall indemnify, defend and hold harmless the Grantor from and against any and all liability, loss, costs, claims, damages expenses, reasonable attorney's fees, and judgments, arising, or claimed to have arisen, from any injury or property damage, caused by or allegedly caused by any act or omission of City, its employees, or agents in connection with the Easement Area(s) granted herein. This provision is not applicable to any claim arising, or claimed to have arisen, from any injury or property damage, caused by or allegedly caused by any act or omission of Grantor, its employees or agents.

TO HAVE AND TO HOLD said Trail Permanent and Temporary Easements unto said City, its successors and assigns, upon the terms and for the purposes and for the time periods set forth above. The Grantor covenants to and with the City that the Grantor is seized in fee simple of the Property and has the full right and power to convey and grant the Easements to the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

COUNTY OF BUNCOMBE
(Grantor)

By:_____
Chair, Buncombe County Commissioners

ATTEST:

_____
, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, have personal knowledge of the identity of _____, and hereby certify that _____, Clerk to the Board, personally appeared before me this day and acknowledged that she/he is Clerk to the Board of Commissioners of County of Buncombe and that _____is the Chair of the Board of Commissioner of County of Buncombe, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chair, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the County of Buncombe, all by authority given by its governing body.

Witness my hand and official stamp or seal, this _____ day of_____, 2024.

Notary Public: _____
Type or print name: _____
My Commission Expires: _____

ACCEPTED BY:
CITY OF ASHEVILLE
(Grantee)

ATTEST:

_____
Debra Campbell, City Manager

_____
Magdalen Burleson, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Magdalen Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as act of the corporation, the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and official stamp or seal, this _____ day of_____, 2024.

Notary Public: _____
Type or print name: _____
My Commission Expires: _____