RUTHERFORD COUNTY SCHOOL SYSTEM 2240 Southpark Drive Murfreesboro, TN 37128

OCTOBER 12, 2022 5:30 P.M.

AGENDA

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. MOMENT OF SILENCE
- 4. APPROVAL OF AGENDA

Recommended Approval---motion to approve the agenda as presented.

- 5. APPROVAL OF CONSENT AGENDA (TAB 1)
 - A. Minutes: September 28, 2022 Board Meeting
 - **B.** Community Use of Facilities

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Barfield Elementary Barfield Jr. Pro Basketball, 10/29/22-12/17/2022, games, gym, \$90

Lascassas Elementary Blue Print 9U, Ball practice, 9/21/22-10/30/22, fields, \$216

Rock Springs Elementary Pinnacle Point Subdivision, 11/15/22 & 3/14/23, HOA meeting,

Cafeteria, \$36

Rocky Fork Middle Tennessee Hustle Basketball, 3/2/23-6/22/23, practice, gym, \$36 a day

Oakland High SCT-Fury Platinum-Chiles, 10/1/22-10/1/2023, softball practice,

Softball field, \$144

Blackman High Middle TN Vocal Association, 9/21-9/22/22, auditions, Auditorium,

Library/Cafeteria/classrooms/Choral & Theatre Room, retro review

Siegel High The Dancer's School, 5/31/23-6/3/23, dance recital, classrooms,

Auditorium, \$5,918

No Fees

Wilson Elementary Girl Scout Troop 269, 10/18/22-10/18/2023, meetings, cafeteria, no fee

Wilson Elementary Girl Scout Troop 7007, 10/10/22-5/22/23, meetings, cafeteria, no fee

Thurman Francis Girl Scout Troop 1540, 9/11/22-5/2023, meetings, outdoor area, no fee

*Note: Facility use prior to 9/15/22 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

C. Routine Bids: Bid #3624 – Walkway Canopy Covers

Bid #3625 - Ceiling Tiles, Grids, and Installation

Bid #3626 – Carpet and Floor Tile

Bid #3627 - Urinal Screens

Request to Purchase:

The Technology Department would like to purchase from TN Statewide Contract #209-72320 – (2) Two 2023 Sienna LE 8 Hybrid Passenger Vans from Alan Jay Fleet Sales at a cost of \$37,955.00 each for a total of \$75,910.00.

To be funded from Federal Funds.

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Barry Wortman *4	NTE \$1,000.00	Blackman High	School Funds- Boys Basketball	Basketball Camp Coach/Camp Coordinator (Approved amount is now \$7,245)
Danielle Thomas	NTE \$900.00	Christiana Middle	School Funds- Girls Soccer	Assistance with Girls Soccer
Kevin Wright *1	NTE \$350.00	Oakland High	School Funds- Baseball	Baseball Announcer
John Howse	NTE \$1,800.00	Riverdale	School Funds- Track	Track Timing
Ryan Wood	NTE \$1,000.00	Rock Springs Middle	School Funds- Football	Assistant Football Coach
James Reed	NTE \$700.00	Rockvale High	School Funds- Band	Percussion Sectionals
Travis Childers	NTE \$8,000.00	Siegel High	Various Accounts	Auditorium Light Tech, Supervision Tech Support, and Volleyball State Tournament
Todd Harris	NTE \$8,000.00	Stewarts Creek High	School Funds- General Athletics	Athletic Director
Caitlyn Boehms	NTE \$1,700.12	Stewarts Creek Middle	School Funds- Cheer	Cheer Coaching

Steelton Flynn	NTE \$1,500.00	Blackman High	School Funds-	Assistant Cross-Country
			Cross Country	Coach
Jeremy Selvidge	NTE \$1,500.00	Blackman High	School Funds-	Assistant Cross-Country
			Cross Country	Coach
Hagen Bugg	NTE \$1,000.00	Eagleville	School Funds-	Officiating for Jr Pro
			Jr Pro	Basketball at various
			Basketball	County schools
Darnell Spann	NTE \$1,000.00	Eagleville	School Funds-	Officiating for Jr Pro
1			Jr Pro	Basketball at various
			basketball	County schools
Jamison Spann	NTE \$1,000.00	Eagleville	School Funds-	Officiating for Jr Pro
1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Jr Pro	Basketball at various
			Basketball	County schools
Gretchen Thompson	NTE \$1,800.00	Eagleville	School Funds-	Assistant Volleyball
Gretenen Thompson	1111 \$1,000.00	Lagicvinc	Volleyball	Coach
Seth Henson	NTE \$1,500.00	Oaldand High	Oakland	Assistant Baseball Coach
Sem menson	NIE \$1,300.00	Oakland High	Baseball	Assistant Baseban Coach
	NEE 01 000 00	D: 1.1	Boosters	4
Garrett Davis	NTE \$1,000.00	Riverdale	School Funds-	Assistant Girls Soccer
			Girls Soccer	Coach
Derek Fuqua	NTE \$1,500.00	Riverdale	Riverdale	Assistant Football Coach
			Football	
			Boosters	
Victoria Fields	\$20/lesson	Rock Springs	School Funds-	Teaching students vocal
		Middle	Choir	techniques
Evan Clifton	Up to	Rockvale High	School Funds-	Low Brass Lessons
	\$50/service		Band	
David Humbertson	Up to \$60/	Rockvale High	School Funds-	Low Brass Lessons
	service		Band	
David Skinner	\$25/lesson	Rockvale	School Funds-	Band Lessons
	\$20 , 1000011	Middle	Band	
Karl Wingruber	\$25/lesson	Rockvale	School Funds-	Band Lessons
Karr Wingruber	ψ25/1035011	Middle	Band	Dana Lessons
Patrick Gatlin	NTE \$1,000.00	Rocky Fork	School Funds-	Assistant Baseball Coach
rautek Gattili	N1E \$1,000.00	Middle	Baseball	Assistant Baseban Coach
D 1 '1 C'	NITE #1 000 00			A
Roderick Sims	NTE \$1,000.00	Rocky Fork	School Funds-	Assistant Basketball
- C1 1 1 T 11	NTT 01 000 00	Middle	Basketball	Coach
Christine Ezell	NTE \$1,000.00	Smyrna High	School Funds-	Football Concessions
	1		Football	Manager
Abbie Harris	 			
	NTE \$500.00	Smyrna High	School Funds-	Assistant Swimming
			Swimming	Coach
Zachary Hudson	NTE \$500.00 NTE \$2,000.00	Smyrna High Smyrna High	Swimming School Funds-	
Zachary Hudson			Swimming School Funds- Football	Coach
Zachary Hudson Annie Chapman			Swimming School Funds-	Coach
·	NTE \$2,000.00	Smyrna High	Swimming School Funds- Football	Coach Assistant Football Coach
·	NTE \$2,000.00 \$30/full	Smyrna High Stewarts Creek	Swimming School Funds- Football School Funds-	Coach Assistant Football Coach
Annie Chapman	NTE \$2,000.00 \$30/full class/\$20 half class lesson	Smyrna High Stewarts Creek High	Swimming School Funds- Football School Funds-	Coach Assistant Football Coach Voice Coach
·	NTE \$2,000.00 \$30/full class/\$20 half	Smyrna High Stewarts Creek High Stewarts Creek	Swimming School Funds- Football School Funds- Choir School Funds-	Coach Assistant Football Coach Voice Coach Assistant Boys Soccer
Annie Chapman	NTE \$2,000.00 \$30/full class/\$20 half class lesson	Smyrna High Stewarts Creek High	Swimming School Funds- Football School Funds- Choir	Coach Assistant Football Coach Voice Coach

Bryce Haven	NTE \$1,500.00	Stewarts Creek	School Funds-	Assistant Wrestling
•		High	Wrestling	Coach
Amber Lawson	NTE \$1,000.00	Stewarts Creek	School Funds-	Assistant Softball Coach
		High	Softball	
Kenneth Mangrum *4	NTE \$250.00	Stewarts Creek	School Funds-	Assistant Football Coach
		High	Football	(amount approved is now
				\$1,250)
Sloan Moore	NTE \$1,500.00	Stewarts Creek	School Funds-	Assistant Volleyball
		High	Volleyball	Coach
Sydney Moore	NTE \$2,000.00	Stewarts Creek	School Funds-	Assistant Volleyball
		High	Volleyball	Coach
Thomas Reynolds	NTE \$1,750.00	Stewarts Creek	School Funds-	Assistant Football Coach
		High	Football	
William Latimer *2	Hourly	LaVergne High	School funds-	Scorekeeping for Football
			Football +	+ Basketball
			Basketball	

^{**}Unless listed as an hourly rate

- 1. Approved previously for an amount \$500
- 2. Overtime rate for special events
- 3. Anticipate amounts over \$500 this school year
- 4. Amend prior approval
- 5. Less than \$500 but part of event total
- 6. Must have the approval of the Transportation Dept.

E. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Annie Chapman	Stewarts Creek High School	Choir
Evan Clifton	Rockvale High School	Band
Victoria Fields	Rock Springs Middle School	Choir
David Humbertson	Rockvale High School	Band
David Skinner	Rockvale Middle School	Band
Karl Wingruber	Rockvale Middle School	Band
John Heathcott	Blackman High School	Wrestling
Jeremy McLean	Blackman High School	Wrestling
Byron Smith	Blackman High School	Wrestling
Amos Wolff	Buchanan	Archery
Lexi Chadwell	Central Magnet	Softball
Gregory LaPointe	Central Magnet	Girls Basketball
Tim Cole	Eagleville	Basketball
Kobe Carter	LaVergne High	Basketball
Telly Coleman	LaVergne High	Swimming
Tommy Bogle	Rock Springs	Baseball
Jeff Hite	Siegel Middle	Archery

Brooklyn Blanchard Smyrna High Girls Basketball
Jamichael Tyler Smyrna Middle Basketball
Brandy Jones Stewarts Creek High Bowling
Michael Prevost Riverdale Boys Basketball

Recommended Approval---motion to approve the consent agenda items as presented.

6. RECOGNITION

Thurman Francis Arts Academy earns National Blue-Ribbon Award

7. VISITORS

8. TEXTBOOK ADOPTIONS (TAB 2)

Textbook Selection Committees for Adoption of Textbooks

The names and qualifications of the following individuals are being submitted for appointment to the 2022-2023 Mathematics Instructional Materials Committee upon Board approval. The appropriate forms, ED Form 2150, are attached. The document includes the educators, parents, and experts to serve on each respected committee.

Recommended Approval---motion to approve the individuals submitted to serve on the 2022-2023 Mathematics Instructional Materials Committee as presented.

9. RIVERDALE HIGH SCHOOL COCA-COLA CONTRACT (TAB 3)

Riverdale High School requests approval of the attached contract with Coca Cola. This is a renewal Agreement with Coca-Cola, in which they will pay Riverdale High School \$5,000 per year, up to five years and allow a percentage of sales to go to Riverdale High School. In exchange, Riverdale will exclusively offer Coke products.

Recommended Approval---motion to approve the renewal of the Riverdale High School Coca-Cola contract as presented.

10. LEGAL (TAB 4)

Out of County Transfers (3)

1. Discipline Student #1:

Recommended Approval---motion to approve or deny Out of County Transfer for student #1 as presented.

2. Discipline Student #2:

Recommended Approval---motion to approve or deny Out of County Transfer for student #2 as presented.

3. Discipline Student #3:

Recommended Approval---motion to approve or deny Out of County Transfer for student #3 as presented.

Student Discipline Appeal

The Board has been requested to reconsider the below options previously presented on behalf of the Student Discipline Appeal for a Stewarts Creek High School student.

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board

Recommended Approval---motion to reconsider the above options previously presented to the board for the Stewarts Creek High School student discipline appeal that were considered at the September 28th meeting as presented.

- 11. STRATEGIC PLANNING: ENROLLMENT AND BUILDING CAPACITY
- 12. FINANCIAL REPORT
- 13. INSURANCE UPDATE
- 14. DIRECTORS UPDATE
- 15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE
- 16. FEDERAL RELATIONS NETWORK (FRN) UPDATE
- 17. GENERAL DISCUSSION
- 18. ADJOURNMENT

RUTHERFORD COUNTY SCHOOL SYSTEM 2240 Southpark Drive Murfreesboro, TN 37128

Minutes of September 28, 2022

Board Members Present

Tammy Sharp, Board Chair
Caleb Tidwell, Vice-Chair
Coy Young
Shelia Bratton
Claire Maxwell
Katie Darby
Frances Rosales
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair called the meeting to order at 5:00 P.M.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rock Springs Middle School Principal, Stephen Wayne.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the agenda as presented.

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA

A. Minutes: September 15, 2022 Board Meeting

B. Community Use of Facilities

Fees

Rock Springs Elementary Tennessee Hustle Basketball, 3/13/23-5/25/2023, Youth

Basketball Practices, Gym, \$54 a day

Rock Springs Elementary McFarlin Pointe HOA, 11/14/22, meeting, cafeteria, \$54

Plainview Elementary Believers Faith Fellowship, 9/25/22-12/18/22, Men's

basketball game, Gym, \$36 a day **retro review

Smyrna Middle Friendship Quilters Guild, 9/10-May 2023, classroom, \$45

a day **retro review

Oakland High We Work Hoops, 9/28/22-July 2023, gym, \$18hr, weds

6pm-7pm ***retro review

Siegel High Spotlite Dance Studio, 1/14/23, dance practice, classroom,

9:00am-3:00pm, \$285.00

Siegel High SoZo Dance Academy, 11/18/22-11/19/22, auditorium, \$2000

No Fees

John Coleman Elementary Boy Scouts, 9/15/22-5/25/2023, den meetings, cafeteria, no

fee **retro review

Lascassas Elementary Tidal Wave 100, August 2022-May 2023, practices, fields,

requesting no Fee (see attached letter) **retro review

Roy Waldron Elementary Boy Scouts, 9/19/22-05/29/2023, den meetings, cafeteria, no

fee, Mondays 6:30pm-7:30pm **retro review

C. Routine Bids: Bid #3621 – Walkway Canopy Covers for Thurman Francis and Blackman Elem.

^{*}Note: Facility use prior to 9/15/22 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.

D. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Heather Wortman	NTE \$3,000.00	Blackman	BHS Cheer	Varsity Cheerleading
neather wortman	ŕ	High	Boosters	Competition Cheer Coach
Ryan Tapley	NTE 500.00	Blackman Middle	School Funds- Girls Soccer	Assistant Girls Soccer Coach
Brandon Bassham	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Richard Bolden	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Isaac Haley	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Blake Hill	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Mac Jones	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Chris Lynch	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Michael McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Davy McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Leigh Ann Nichols	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Allen Pepper	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Joey Reed	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Darren Shanks	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jennifer Snell	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Joseph Wilson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

Kayala Hoppenjans *6	NTE \$1,500.00	LaVergne High	School Funds- Various	Bus Driver
Joseph Mastrosimone	NTE \$500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Paige Hawkins	NTE \$2,000.00	Oakland Middle	School Funds – General Fund	After school community meetings, educating parents on MYP program, training after hours
Donovan Freeman	NTE \$1,485.00	Siegel High	School Funds- Football	Assistant Freshman Football Coach
John Horton	NTE \$1,485.00	Siegel High	School Funds- Football	Assistant Football Coach
Shane Young	NTE \$1,485.00	Siegel High	School Funds- Football	Assistant Football Coach
Mark Schildmeier	NTE \$1,200.00	Smyrna High	School Funds- Baseball	Field Supervision- Summer 2022
William Elliott	\$25/lesson	Blackman Middle	School Funds- Band	Lessons
Karl Wingruber	\$25/lesson	Blackman Middle	Schools Funds- Band	Lessons
TJ Allen	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Grey Barker	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Keydon Bassham	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Koltt Bassham	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Caleb Brown	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
James Buttery	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Shane Chapman	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

Cadence Chapman	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Camden Cole	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Carrington Creasy	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Cameron Curtis	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Carissa Curtis	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Madison Curtis	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jordan Davenport	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Rhett Deaton	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
David Deaton	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jamie Demonbreum	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Brandon Dickerson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Christian Edmondson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Hayden Edmondson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Mike Edmondson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
CJ Goers	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Trevor Griffin	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

Micah Harris	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Tucker Hicks	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jeff Hoeft	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Ty Hoeft	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Kinslee Inlow	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Deason Jones	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Bryson Kelley	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Max Kirby	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Alex Klarer	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Cason Lamb	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Bobby Leathers	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Josh Letzler	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Greg Logan	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Sarah Marshall	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Eliza McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Elizabeth McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

Rylee McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Owen McClaran	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Tim McGhee	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Hayden McMahon	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Karah McMahon	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Josh Moates	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Shelbie Mooneyham	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jackson Nichols	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Luke Parish	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Lucy Pedigo	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Cody Pepper	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jeremiah Phillips	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Hunter Poff	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Conner Poff	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jessica Preston	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Robbie Reasonover	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

Jordan Reed	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Josh Rumley	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Tyler Rumley	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Isabella Sawyer	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Brayden Shockey	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Jack Smith	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Bobby Snell	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Kevin Snell	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Zach Stevens	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Lizzy Thompson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Meah Thompson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Lucas Thompson	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Grace Thrasher	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Riley Warbritton	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Sydney Williams	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Cole Yoders	NTE \$1,000.00	Eagleville	School Funds- Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Stephen Morgan	\$25/half hour	Rocky Fork Middle	School Funds- Band	Lessons- Individual or Group

Phillip Gregory	NTE \$3,000.00	Siegel High	School Funds- Choir	Sound Tech, DJ for Spring Musical, Variety Show, and Winter Formal
Kerry Malone *2	Hourly	Rockvale High	School Funds- Various School Groups	Work as DJ/Announcer

^{**}Unless listed as an hourly rate

- 1. Approved previously for an amount \$500
- 2. Overtime rate for special events
- 3. Anticipate amounts over \$500 this school year
- 4. Amend prior approval
- 5. Less than \$500 but part of event total
- 6. Must have the approval of the Transportation Dept.

E. Non-Faculty Volunteer Coaches:

According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coaches are for the 2022-23 school year:

<u>Name</u>	School School	<u>Sport</u>
William Elliott	Blackman Middle School	Band
Philip Gregory	Siegel High School	Choir
Karl Wingruber	Blackman Middle School	Band
Stephen Mark Morgan	Rocky Fork Middle School	Band
Bobby Griggs	Central Magnet	Baseball
Zachary Newman	Central Magnet	MS Baseball
Joseph Taylor	Eagleville	Archery
Eric Bonner	Oakland High	Boys Basketball
Mac Huddleston	Oakland High	Archery
Bryson Randolph	Oakland High	Boys Basketball
Raquel Vega-Gaskins	Oakland High	Archery
Carrie Garrett	Riverdale High	Archery
Haneef Sharif	Rockvale Middle	Track
Christopher Green	Thurman Francis	Swimming
Andrew Reed	Thurman Francis	Baseball
Christopher Anderson	Rockvale High	Bowling
Andrew Brown	Rockvale High	Swimming

Motion made by Mrs. Maxwell, seconded by Mr. Tidwell, to approve the consent agenda items as presented.

Vote: All yes

Motion passes.

6. RECOGNITION

National Merit Semifinalists

Rutherford County Schools has a record number of seniors who have earned recognition as the National Merit Semifinalists. Those seniors represent four high schools, including 24 seniors at Central Magnet School, two at Riverdale High School, and one from Smyrna High School.

There were a total of 215 National Merit semifinalists statewide, which means Central's seniors make up more than 10 percent of the state total. There are more than 16,000 semifinalists named in the 2023 National Merit Scholarship Program, the organization announced this week.

These academically talented high school seniors have an opportunity to continue in the competition for some 7,250 National Merit Scholarships worth nearly \$28 million that will be offered next spring.

To be considered for a Merit Scholarship award, semifinalists must fulfill several requirements to advance to the finalist level of the competition. About 95 percent of the semifinalists are expected to attain finalist standing, and about half of the finalists will win a National merit Scholarship, earning the Merit Scholar title.

The 2023 Rutherford County National Merit Semifinalists are:

Central Magnet School

David C. Hawis	Duianna N. Dankin
	Brianna N. Rankin
Addison N. Henninger	Siri I. Reynolds
Abby E. Higgins	Anna R. Robertson
Ethan W. Kennan	William A. Severn
Elizabeth Leach	Isaac S. Smith
Riley G. Meredith	Ava G. Stanley
Grace E. Moore	Kaiden W. Vandergrift
Mikayla D. Morrell	Yao Xiao
	Ethan W. Kennan Elizabeth Leach Riley G. Meredith Grace E. Moore

Riverdale High School

Ivy Lin Nico S. Thorn

Siegel High School

Samuel R. Trout

Smyrna High School

Trevon L. Collins

7. VISITORS

There were two visitors present at the meeting. Mr. Caleb Lay addressed the Board on the Consolidated Appropriations Act. Mr. Darrel Wilson approached the Board in regard to a remandment issue.

8. INSTRUCTION

1. The Curriculum and Instruction Department would like to purchase a one-year subscription to Scribbles Online School Choice Application and Enrollment Lottery Management software at a cost of \$28,080. Multiple quotes are on file and Scribbles was the overall lowest bid.

Motion made by Mrs. Maxwell, seconded by Mr. Tidwell, to approve a one-year subscription to Scribbles Online School Choice Application and Enrollment Lottery Management software set at a cost of \$28,080.00 as presented.

Vote: All yes

Motion passes.

2. The Curriculum & Instruction Department would like to allocate \$17,600.00 of General Purpose funds to support 44 Rutherford Teach Now Mentors. The purpose of this mentorship is to provide building level support for Teach Now participants. These mentors are responsible for completing all training, meetings, and reflections.

Motion made by Mrs. Bratton, seconded by Mr. Young, to approve allocating \$17,600.00 of General Purpose funds to support 44 Rutherford Teach Now Mentors at 16 middle and high schools as presented.

Vote: All yes

Motion passes.

9. RAPTOR EMERGENCY MANAGEMENT SUITE (TAB 3)

Raptor Emergency Management Suite is Integrated school safety software that enables schools to screen visitors, track volunteers, report on drills, respond to emergencies, and reunite families when an event occurs.

- Manage and track drills
- Receive automatic notifications
- Monitor drill status for every building and drill type
- Efficiently Manage Incidents
- Districts can customize the list of Team Assist situations, notifications, and alert recipients.
- Connect with First Responders with a panic alert system

- Get a real count of everyone in the school during an incident
- Raptor reduces reunification time with instant mobile communications with students and guardians.

Motion made by Mrs. Bratton, seconded by Mrs. Darby, to approve the Raptor Emergency Management Suite Integrated school safety software that enables schools to screen visitors, track volunteers, report on drills, respond to emergencies, and reunite families when an event occurs as presented. The total cost of this software is \$151,404.00.

Vote: All yes

Motion passes.

10. LEGAL

1. Out of County Transfer Student (4)

Discipline #1: Motion made by Mrs. Bratton, seconded by Mrs. Rosales, to deny Out of County Transfer for student #1 as presented.

Vote: All yes

Motion passes.

Discipline #2: Motion made by Mrs. Darby, seconded by Mrs. Rosales, to deny Out of County Transfer for student #2 as presented.

Vote: All yes

Motion passes.

Discipline #3: Motion made by Mrs. Maxwell to accept Out of County Transfer for student #3. There was no second for this motion. Motion fails.

Motion made by Mrs. Bratton, seconded by Mr. Tidwell, to deny Out of County Transfer for student #3 as presented.

Vote: All yes except Mrs. Maxwell who abstained from the vote

Motion passes.

Discipline #4: Motion made by Mrs. Maxwell to accept Out of County Transfer for student #4. There was no second for this motion. Motion fails.

Motion made by Mrs. Bratton, seconded by Mr. Young, to deny Out of County Transfer for Student #4 as presented.

Vote: All yes except for Mrs. Maxwell who abstained from the vote.

Motion passes.

2. Disciplinary Hearing Appeal

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Siegel Middle School. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

Motion made by Mr. Tidwell to approve Option B and overturn the decision of the DHA. There was no second to this motion.

Motion fails.

Motion made by Mrs. Darby, seconded by Mr. Tidwell, to approve Option C and grant a hearing before the Board. Mr. Young, Mrs. Rosales and Mrs. Bratton opposed the motion.

Roll Call Vote: Yes – Mrs. Maxwell, Mrs. Darby, Mr. Tidwell, Ms. Sharp No – Mrs. Bratton, Mr. Young, Mrs. Rosales

Vote: 4/3 in favor of Option C to grant a hearing before the Board.

Motion passes.

3. Disciplinary Hearing Appeal

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to overturn conduct prejudicial to good order or discipline of a student from Stewarts Creek High School, pursuant to Board Policy 6.317. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

Motion made by Mr. Young, seconded by Mrs. Bratton, to approve Option B to overturn the decision of the DHA as presented.

Vote: All yes except Mrs. Darby who opposed the decision.

Motion passes.

4. Disciplinary Hearing Appeal

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Oakland Middle School, pursuant to Board Policy 6.317. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
- B. Overturn the decision of the DHA; or
- C. Grant a hearing before the Board.

Motion made by Mr. Young, seconded by Mr. Tidwell, to approve Option A to affirm the decision of the DHA as presented.

Vote: All yes

Motion passes.

11. FINANCIAL MATTERS

Fund 141 General Purpose School Budget Amendment

1. This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the FY 2022-2023 Safe School Grant. This reflects the grant award that was approved by the State Department of Education. This year's grant award amount is \$1,016,781.

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to amend the FY 2022-23 General Purpose School Budget to reflect the annual Safe Schools grant award as presented.

Vote: All yes

Motion passes.

2. This amendment is to fund seven additional ESL teaching positions in order to bring RCS in compliance with the State of Tennessee ESL requirements. TDOE requires a staffing ratio of 35:1 for ESL students and RCS is not meeting this ratio in in relation to total amount of ESL students to teachers. This funding is derived by decreasing General Purpose-Fund 141-Unassigned Fund Balance and increasing salary and benefit expenditure line items in the 71100 function. The total amount of this funding is \$478,768.

Motion made by Mrs. Darby, seconded by Mrs. Rosales, to approve the GPS Fund budget amendment of \$478,768 of both Unassigned Fund Balance and expenditures as presented.

Vote: All yes

Motion passes.

3. Blackman Elementary Hard to Staff Signing Bonus

This proposed hiring incentive will match the signing bonus stipulations already in place for the 22-23 SY. Incentives earned with this initiative will be in addition to any other staffing incentives already approved.

Motion made by Mrs. Rosales, seconded by Mr. Tidwell, to approve the proposed hiring incentive for Blackman Elementary to match the signing bonus stipulations already in place for the 22-23 SY as presented.

Vote: All yes

Motion passes.

4. Discussion on School Board Member Cell Phones

This item will be presented for a vote at the next board meeting in October.

12. FACILITIES AND CONSTRUCTION

1. Lavergne Lake Playground Request

Principal Paige Johnson is requesting to utilize a \$10,000.00 grant from the Richard Siegel Foundation to install a 45' x 50' asphalt area for Basketball, improve the Playground equipment for Special Education and add additional soccer goals. Engineering has reviewed the request and approves.

Motion made by Mrs. Maxwell, seconded by Mr. Tidwell, to approve the request from Paige Johnson and LaVergne Lakes request for the Siegel Grant as presented.

Vote: All yes

Motion passes.

2. Central Magnet Replacement Sign Request

Principal John Ash is requesting to replace the monument sign in front of Central Magnet. The Sign will contract with Tennessee Sign Company for \$30,373.29. Alley-Cassetty Masonry will donate all Masonry Materials. Engineering and Construction has reviewed this request and approves. This project is at no cost to the Board. This project will have to be approved and permit issued by the City of Murfreesboro. The Engineering Department will assist in this process.

Motion made by Mrs. Maxwell, seconded by Mrs. Darby, to approve the request from Dr. John Ash and Central Magnet school for a replacement sign as presented.

Vote: All yes

Motion passes.

3. Buchanan Elementary Request

Principal Ashley Witt is requesting to allow The Girl Scout troop to plant grass seed in the back-playground area, add picnic tables and benches, pressure wash an existing concrete pad, touch up paint on an existing mural of the USA on the concrete and add a four-squares play area on the concrete. They would like to plant trees for shade. The project will be at no cost to the school board or the school. The projected costs would be paid for by private individuals, Girl Scout Troop 1742, or the Buchanan PTO. There is not currently an accurate cost of the project because we plan to solicit businesses to get donations of materials or get materials for a reduced cost once they find out if our plan is approved by the Board. If the project were to be paid at full price with no donations, it would cost around \$800. Engineering and Construction has reviewed the request and approves.

Motion made by Mr. Tidwell, seconded by Mrs. Darby, to approve the request from Principal Ashley Witt and Buchanan Elementary to make repairs as presented.

Vote: All yes

Motion passes.

13. FINANCIAL REPORT

Dr. Sullivan discussed the monthly report of expenditures and revenues for accounts 141,143 and 177.

14. INSURANCE UPDATE

Dr. Anthony stated Insurance enrollment ends November 4, 2022.

15. DIRECTORS UPDATE

Dr. Sullivan spoke on discussions held on opting out of TCAP State Testing. Dr. Sullivan stated concerns about growth at Blackman Elementary and Stewarts Creek Elementary. Portables and rezoning were topics of discussion as well as enrollment analysis.

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Maxwell discussed the Charter School Appeal and a decision being made in regard to that on October 5, 2022.

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

No updates at this time.

18. GENERAL DISCUSSION

Mrs. Maxwell stated she is working with the Jason Foundation sessions for parents and families. Dates will be announced soon. Ms. Sharp restated the November 10, 2022 Special Called Meeting has been cancelled due to a conflict with the TSBA Leadership Conference and Annual Convention being held on the same date. She also spoke on the Board Retreat being held at Evins Mill on October 13-14, 2022.

19. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 5:57 P.M Motion made by Mrs. Bratton, seconded by Mrs. Darby.				
Tammy Sharp, Board Chairman	Date			
Dr. James Sullivan, Director of Schools	——————————————————————————————————————			

Bid # 3624 - Walkway Canopy Covers

Item #	Description	Home Building Products, Inc.
1	Pr Sq Ft Cost \$ for .032 Flat pan canopy attached,' projection X' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 18.98
2	Pr Sq Ft Cost \$ for .032 Flat pan canopy attached,' projection X' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 19.23
3	Pr Sq Ft Cost \$for .032 Flat pan canopy attached,' projection X' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 8' height clearance per square foot	\$ 19.63
4	Pr Sq Ft Cost \$for .032 Flat pan canopy attached,' projection X' wide (max. 12' span) with .050 Fascia/Gutter drainage in 3" lockseam post spanned maximum 10' apart mounted on top of concrete, 10' height clearance per square foot	\$ 19.88
5	Cost Pr Post \$ Add for digging hole for concrete around post. Post must be a minium of 18"deep in the ground.	\$ 75.00
6	Cost Pr Lft \$ Add for 2" x 3" downspout	\$ 2.83

Mailed to 8 vendors

7 vendors did not respond

Recommend: Motion to award to Home Building Products for overall lowest and best bid.

To be funded through Maintenance, GP, and CP Funds

Bid #3625 Ceiling Tiles, Grids, and Installation

	T			
Item #	Description	Paul Binkley Co.		
Α	Ceiling Tile			
1	Armstrong 755B (Substitute #FH197)	\$	98.30	
2	Armstrong 769A (Substitute # BET197)	\$	98.30	
3	Armstrong 1830 (Substitute #PFF197)	\$	100.40	
4	Armstrong 1811 (Substitute #HHF197)	\$	113.20	
5	Armstrong 1729A	\$	102.10	
6	Armstrong 3153	\$	300.00	
7	Armstrong 1761C	\$	110.00	
8	Armstrong 1912A	\$	130.00	
9	Armstrong USG4800 Pebbled (Substitute #NPS197)	\$	128.45	
10	Armstrong USG3270	\$	55.00	
11	Armstrong USG2410 Radar	\$	86.00	
12	Armstrong USG2310	\$	75.25	
13	Armstrong USG2842	\$	80.20	
14	Armstrong USG56091A Clean Room	\$	240.00	
15	Celotex HHF 197	\$	71.00	
16	Celotex BET 197	\$	68.00	
17	CertainTeed Vinyl Rock 1140-CRF-1 (wall board)	\$	51.00	
В	Installation of Tile, Grid to Ceiling Height			
18	8 ft Ceiling from:			
	20 ft ceiling - per sq ft	\$	4.95	
	18 ft ceiling - per sq ft	\$	4.95	
	16 ft ceiling - per sq ft	\$	4.95	
	14 ft ceiling - per sq ft	\$	4.95	
	12 ft ceiling - per sq ft	\$	4.95	
	10 ft ceiling - per sq ft	\$	4.95	
19	9 ft Ceiling from:	·		
	20 ft ceiling - per sq ft	\$	4.95	
	18 ft ceiling - per sq ft	\$	4.95	
	16 ft ceiling - per sq ft		4.95	
	14 ft ceiling - per sq ft	\$ \$	4.95	
	12 ft ceiling - per sq ft	\$	4.95	
	10 ft ceiling - per sq ft	\$	4.95	
20	10 ft Ceiling from:	•		
	20 ft ceiling - per sq ft	\$	5.15	
	18 ft ceiling - per sq ft	\$	5.15	
	16 ft ceiling - per sq ft		5.15	
	16 ft ceiling - per sq ft 14 ft ceiling - per sq ft 12 ft ceiling - per sq ft \$		5.15	
34	12 ft ceiling - per sq ft	\$ 5.15		
21	12 ft Ceiling from:	4	F 2F	
	20 ft ceiling - per sq ft 18 ft ceiling - per sq ft	¢	5.25 5.25	
	16 ft ceiling - per sq ft	\$ \$ \$	5.25	
	14 ft ceiling - per sq ft	\$	5.25	
<u> </u>	I	Y	7.23	

10/12/22

Bid #3625 Ceiling Tiles, Grids, and Installation

Item#	Description	Paul Binkley Co.	
22	14 ft Ceiling from:		
	20 ft ceiling - per sq ft	\$	5.35
	18 ft ceiling - per sq ft	\$	5.35
	16 ft ceiling - per sq ft	\$	5.35
23	16 ft Ceiling from:		
	20 ft ceiling - per sq ft	\$	5.35
	18 ft ceiling - per sq ft	\$	5.35
24	18 ft Ceiling from:		
	20 ft ceiling - per sq ft	\$	5.50

Mailed to 20 vendors 19 vendors did not respond

Recommend: Motion to award to Paul Binkley Co. for overall lowest and best bid.

To be funded through the GP and Maintenance Department.

10/12/22 2

Bid #3626 Carpet and Floor Tile

Item #	Description	Bill's Carpet & Hardwood
1	Floor Tile per Sq.Ft. (Installed)	\$ 3.50
2	Carpet per Sq. Ft. (Installed)	\$ 23.00
3	Trim per Linear Ft. (Installed)	\$ 2.25
4	Ceramic Tile per Sq. Ft. (Installed)	\$ 15.00
5	Carpet Tiles per Sq. Yd. (Installed)	\$ 32.00
6	LVT per Sq. Ft. (Installed)	\$ 7.25

Mailed to 21 Vendors

20 Vendors did not respond

Recommend: Motion to award to Bill's Carpet & Hardwood for overall lowest and best bid.

To be funded through CP, GP, and Maintenance Funds.

Bid #3627 - Urinal Screens

Item #	Descripriton	Div	vision X Specialties, Inc.	Manning Materials, Inc.
1	Total Job for all schools	\$	186,208.93	\$ 146,370.00
2	Option for Stainless Brackets ADD	\$	4,757.66	\$ 29,237.00

Mailed to 20 vendors

18 Vendors did not respond

Recommend: Motion to award to Manning Materials, Inc. for overall lowest and best bid.

To be funded through CP, GP, and Maintenance Funds



Rutherford County Schools 2240 Southpark Drive Murfreesboro, TN 37128

Motion for the Board: Textbook Selection Committees for Adoption of Textbooks

The names and qualifications of the following individuals are being submitted for appointment to the 2022- 2023 Mathematics Instructional Materials Committee upon Board approval. The appropriate forms, ED Form 2150, are attached. The document includes the educators, parents, and experts to serve on each respected committee.

Motion to approve: Motion to approve the individuals submitted to serve on the 2022-2023 Mathematics Instructional Materials Committees.

*ED Form 2150 Attached				
Date				
Dr. James Sullivan				
Rutherford County Schools				
Director of Schools				

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For the School Year 2022	Adoption
Adoption for Schools of Rutherford County, City, or Special School District,	 ;
County, V City, Di Special School District,	_
I,, here	by certify that the following school personnel have
, ,	pard of education as a textbook selecting committee
for the adoption of textbooks in the following st	abject(s):
Kinder	garten/1st Math

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Taylor Mills	467	000623205	8	John Colomon	millst@rcschools.net
Courtney Bowen	499	000570749	21	Smyrna Elementary	bowencou@rcschools.net
Erica Morel	402	0002412230	14	Rockvale Elementary	morele@rcschools.net
Cherie Richardson	499	000505672	15	Smyrna Elementary	richardsonc@rcschools.net
Amy Saad	467	000535537	12	Wilson Elementary	saada@rcschools.net
Gretchen Curley	075, 403	000224126	23	Blackman Elementary	curleyg@rcschools.net
Bergen Pendleton	467	000545455	5	David Youree ES	pendletonb@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Ashley Cathers	2071 Anglers Retreat Dr	9313495183	Wilson Elementary (Parent)	ashley_cather05@hotmail.com

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I om m mc I om	Director of Schools for the o years of the
For the School Year 2022	Adoption
Adoption for Schools of Rutherford County, City, or Special School Dis	trict,
I,Superintendent's Signature	_, hereby certify that the following school personnel have
been named by me and approved by the !	local board of education as a textbook selecting committee
for the adoption of textbooks in the following	wing subject(s):

2nd/3rd Math

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Elizabeth Anderson	413, 460, 442	000608078	12	Walter Hill	andersone@rcschools.net
Lynda Davidson	499	000595514	9	Thurman Francis AA	davidsonl@rcschools.net
Stancy Cargile	402	000270997	21	Smyrna Elementary	cargiles@rcschools.net
Susan Woods	101, 121, 490	000246514	24	Buchanan Elementary	woodss@rcschools.net
Megan Ferens	440, 499	000542577	13	Eagleville School	ferensm@rcschools.net
Shannon Creekmore	497	000507203	15	Wilson Elementary	creekmores@rcschools.net
Jessica Farris	120	000713241	3	Smyrna Primary	farrisj@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Valency Horton	111 Chyntara Dr	6155845810	LaVergne Lake (Parent)	valencyhorton@gmail.com

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For the School Year 2022	Adoption
Adoption for Schools of Rutherford County, City, or Special School District,	
I,, he	reby certify that the following school personnel have
been named by me and approved by the local	board of education as a textbook selecting committee
for the adoption of textbooks in the following	subject(s):

4th Math

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Tim Carrey	427	000169023	17	Barfield Elementary	carreyt@rcschools.net
Tricia Doyle	497, 443	000234613	12	Stewartsboro ES	doylet@rcschools.net
Amanda Murdock	499	000543187	12	Stewarts Creek ES	murdocka@rcschools.net
Kerrisa Cuccia	499	000627944	6	Rocky Fork ES	cucciak@rcschools.net
Amber Peneguy	402	000196535	18	Christiana ES	peneguya@rcschools.net
Hannah Bueso	490, 499	000563533	11	Roy Waldron ES	buesoh@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Lyndsay Moore	1142 Spring Creek Dr		(Parent)	

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Adoption

For the School Year 2022

Adoption

Adoption for Schools of Rutherford
County, ✓ City, pr Special School District, ____

I, _____, hereby certify that the following school personnel have

Superintendent's Signature
been named by me and approved by the local board of education as a textbook selecting committee

5th Math

for the adoption of textbooks in the following subject(s):

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Erin Hopkins	497, 499	000511935	9	Plainview ES	hopkinse@rcschools.net
Shelley Condren	101, 402	000248388	23	Buchanana ES	condrens@rcschools.net
Myra Elliott	499, 442	000537480	12	John Colemon ES	elliottm@rcschools.net
Tameka Baker	497, 443	000234613	17	Lascassas ES	bakerta@rcschools.net
			For Non-Educate	ors	
Name	Address	Phone Number	School Representing or Job E-Mail		E-Mail Address
Lyndsay Moore	1142 Spring Creek Dr		(Pare	int)	

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For t	he Scl	100l Y	ear 2	202	22
	~				

For the School Year 2022	Auopuon
Adoption for Schools of Ruthe	erford County Schools
County, ✓ City, or Special Sch	ool District,
I,Superintendent's Signature	hereby certify that the following school personnel have
	by the local board of education as a textbook selecting committee
for the adoption of textbooks in tl	ne following subject(s):
	6th Grade Math

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Michelle Curtis	401	000208517	24	Eagleville	curtismi@rcschools.net
Mary Eller	499	000561662	10	Rocky Fork Middle	ellerm@rcschools.net
Janelle Gehrke	442, 401	000215984	24	Thurman Francis Arts	gehrkej@rcschools.net
Amanda Phillips	440	000606636	9	Smyrna Middle	phillipsam@rcschools.net
Rachel Jernigan	440	000614912	8	Blackman Middle	jerniganr@rcschools.net
Akilah King	413	000515201	16	LaVergne Middle	kingak@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Dr. Jeremy Strayer	1301 E. Main Street	615-898-2491	MTSU/Expert (Parent)	Jeremy.Strayer@mtsu.edu
	Murfreesboro, TN 37132			
Fred Haugh			Smyrna Middle (Parent)	fhaugh39@gmail.com

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For the School Year 2022	Adoption
Adoption for Schools of Rutherford County County, City, or Special School District,	Schools
County, City, or Special School District,	
I,, hereby certif	fy that the following school personnel have
been named by me and approved by the local board of e	education as a textbook selecting committee
for the adoption of textbooks in the following subject(s)	<u> </u>
7th Grade Math	4

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Denise Hiott	122	000716484	3	Smyrna Middle	hiottd@rcschools.net
Inez Giannola	440, 499	000543084	12	Christiana Middle	giannolai@rcschools.net
Sara Wright	120, 122, 467	000717582	11	Blackman Middle	wrights@rcschools.net
Ali Humphrey	419, 440	000612278	8	Oakland Middle	humphreya@rcschools.net
Kristie Nelson	440, 499	000534051	22	Rockvale Middle	nelsonkr@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Tachaka Hollins	1004 Lily Ann Ct	6156536618	Rock Springs MS (Parent)	Tachaka.Hollins@tbr.edu

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For the School Year 2022

Adoption

Adoption for Schools of Rutherford County Schools

County, City, or Special School District,

I, ______, hereby certify that the following school personnel have been named by me and approved by the local board of education as a textbook selecting committee for the adoption of textbooks in the following subject(s):

8th Grade Math	

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Lacey Burgess	440	000614684	8	Rock Springs MS	burgessl@rcschools.net
Darla Massey	440	000575717	10	Withworth Buchannan	masseyd@rcschools.net
Megan McKinsie	120, 121, 122, 123	000712655	15	Siegel Middle	mckinziem@rcschools.net
Nicole Stegner	413	000281057	20	Thurman Francis AA	stegnern@rcschools.net
Laura Swan	122	000708892	4	Oakland Middle	swanl@rcschools.net
Jessica Logan	402	000500939	11	Christiana Middle	loganj@rcschools.net

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Charlotte Haugh			Smyrna Middle (Parent)	foster.charlotte6969@gmail.com

Director of Schools Record of Names and Qualifications of Members of Local Textbook Selecting Committees

Use the <Tab> Key to Move from Point to Point in the Form

This Form Remains in the Office of the Local Director of Schools for the 6 years of the Adoption

For the School Year 22-23

Adoption for Schools of Rutherford County Schools County, City, or Special School District,
I,, hereby certify that the following school personnel have
been named by me and approved by the local board of education as a textbook selecting committee
for the adoption of textbooks in the following subject(s):
Alachar A. Carrante Alachar C

Algebra 1, Geometry, Algebra 2

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Sandy Rogers	101 (w/letter)	221891	34	Riverdale High	RogersS@rcschools.net
Kevin Carroll	413	614549	9	Oakland High	CarrollK@rcschools.net
Susan Drescher	413	217475	21	Blackman High	DrescherS@rcschools.net
Yolanda Flagg	413	515221	15	Blackman High	FlaggY@rcschools.net
Lorie Gober	443	516916	24	Siegel High	GoberL@rcschools.net
Sharon Miller	415, 416	292568	16.5	Siegel High	MillerSh@rcschools.net
Stephnie Williams	413	227038	21	Smyrna High	WilliamsStephnie@rcschools.net
John Dusenberry	413	188032	24.5	Siegel High	DusenberryJ@rcschools.net
Angeline Gaddy	413	231553	30	Smyrna High	GaddyA@rcschools.net
Pam Hammond	413	237369	19	Oakland High	HammondP@rcschools.net
			For Non-Educate	ore	
			Tol Holl-Educati		T:
Name	Address	Phone Number	School Representing or Job		E-Mail Address
Alyson Lischka	1301 E. Main St., Box 34 Murfreesboro, TN 37132	615-898-5781	Middle Tennessee St	ate University	Alyson.Lischka@mtsu.edu

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Alyson Lischka	1301 E. Main St., Box 34 Murfreesboro, TN 37132	615-898-5781	Middle Tennessee State University	Alyson.Lischka@mtsu.edu

Director of Schools Record of Names and Qualifications of Members of Local Textbook Selecting Committees

Use the <tab> Key to Move from Point to Point in the Form</tab>	This Form Remains in the Office of the Local Director of Schools for the 6 years of the
For the School Year 22-23	Adoption
Adoption for Schools of Rutherford County County, City, or Special School District,	
I,, hereby cert, hereby cert, hereby cert, been named by me and approved by the local board of for the adoption of textbooks in the following subject(S

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
John Dusenberry	413	188032	24.5	Siegel High	DusenberryJ@rcschools.net
Melanie Haupt	413	516246	14	Smyrna High	HauptM@rcschools.net
Teresa Darden	413	237518	14	Stewarts Creek High	DardenT@rcschools.net

PreCal and Calculus

For Non-Educators

Name	Address	Phone Number	School Representing or Job	E-Mail Address
Alyson Lischka	1301 Mein St. Box 34 Mboro 37132	615-898-5781	Middle Tennessee State University	alyson.lischka@mtsu.edu

Director of Schools Record of Names and Qualifications of Members of Local Textbook Selecting Committees

Use the <tab> Key to Move from Point to Point in the Form</tab>	This Form Remains in the Office of the Local Director of Schools for the 6 years of the
For the School Year 22-23	Adoption
Adoption for Schools of Rutherford Count County, City, or Special School District,	ty .
I,, hereby, hereby been named by me and approved by the local board for the adoption of textbooks in the following subjections.	9
	Statistics

Name	Endorse. Code	Certificate Number	Years Experience (Public School)	School	E-Mail Address:
Angeline Gaddy	413	231553	30	Smyrna High	gaddyA@rcschools.net
Angela Givens	413	215376	17	Central Magnet	givensAn@rcschools.net
			For Non-Educat	ors	
Name	Address	Phone Number	School Repres	enting or Job	E-Mail Address
Alyson Lischka	1301 Main St., Box 34 Mboro, 37132	615-898-5781	Middle Tennessee	State University	alyson.lischka@mtsu.edu

THIS CUSTOMER MARKETING AGREEMENT (the "Agreement") is made and entered into as of the 1st day of July, 2022 (the "Effective Date*), by and between CCBCCOPERATIONS, LLC, a Delaware limited liability company ("CCBCC"), and Riverdale High School ("Customer").

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

Product Sale and Distribution. General. During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise 1. distribute, all at retail, (collectively, hereinafter referred to as "distribute" or "distribution") sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, Iso tonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the "Products") and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on Exhibit A (the "Locations"). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer.

Full Service Vending Machine Sales. With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as "Full Service Vending Machines" on Exhibit C ("Full Service Vending Machines"), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer's possession. Customer

shall have no right to access any internal areas or parts of such Full Service Vending Machines.

Direct Sales Vending Machines. Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC ("Direct Sales Vending Machines" and together with Full Service Vending Machines, "Vending Machines") in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of

such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.

Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, klosks, fountain dispensers, coolers, hawking, vending, shelf displays and other nonvending machine vehicles of distribution (collectively, for convenience of reference, "Cold Cases"). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer's operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on Exhibit B. CCBCC shall not be liable to Customerfor failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of

Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on Exhibit B. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below), and the term of this Agreement may be extended, in the sole discretion of CCBCC, until the

minimum sale requirement is achieved, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("Related Activities"). Promotional recognition benefits include, without limitation, those set forth on Exhibit A. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "Customer Marks") on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.

Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("Competing Products") or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights

granted to CCBCC under this Agreement.

4. Marketing Fees; Rebates. During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees ("Marketing Fees") and/or rebates set forth on Exhibit A. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all uncerned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.

- Marketing Support. During the Initial Term of this Agreement, so long as Customer is in continuous compliance hereunder, CCBCC shall endeavor to provide annual marketing support in the amount set forth on Exhibit A (the "Marketing Support"), provided that CCBCC is not obligated to make cash expenditures up to such amount, and marketing support may include provision of in-kind services or other non-cash assets or benefits or any combination thereof. If, with respect to any Agreement Year (as defined below) during the Initial Term of the Agreement, CCBCC provides marketing support in an amount that is less than the Marketing Support specified for such Agreement Year, the difference between the Marketing Support and the amount of the marketing support actually provided for such year shall roll over to the following Agreement Year and shall be in addition to the Marketing Support for such following Agreement Year. If, at the end of the Initial Term, there is any unused Marketing Support, CCBCC shall have no obligation to pay, and shall not pay, the amount of any such unused Marketing Support to Customer. Upon expiration or termination of this Agreement, the marketing program hereunder (e.g., Marketing Fees and Marketing Support) will no longer be made available to Customer, and CCBCC shall have no further obligations with respect to such marketing program.
- Product Support. During the Initial Term of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall, at no cost to Customer, provide Product support (the "Product Support") each Agreement Year in the amount set forth on Exhibit A: provided, however, that CCBCC shall not be liable to Customer for failure to provide such Product Support where such failure is due to any cause or condition beyond the reasonable control of CCBCC. Customer shall request Product Support in writing at least fourteen (14) days prior to the desired delivery date, and any such requests shall be for an amount of Product that is equal to or greater than twenty (20) cases. For the avoidance of doubt, if, with respect to any Agreement Year during the Initial Term, Customer fails to requestall of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry overto the next Agreement Year nor shall Customer be entitled to receive any compensation from CCBCC with respect thereto. Customer shall not, and shall not permit others to, resell any Product provided by CCBCC to Customer pursuant to this Section 6. If, with respect to any Agreement Year during the Initial Term of this Agreement, Customer requires Product Supportin excess of the amount set forth on Exhibit A, CCBCC shall provide such additional Products to Customer; provided, however, that Customer shall purchase such Products from CCBCC at the thencurrent prices for the Products.
- Product Prices. CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Prices and Commission. Machines and Cold Cases, in accordance with the prices, terms and conditions set forth on Exhibit B, during the period in which Customer is in full

Commission on Sales. CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full compliance with the terms and conditions of this Agreement. Service Vending Machines at the Locations ("Commission"), during the period in which Customer is in full compliance with the terms and conditions of this Agreement. Commissions shall be computed and paid in the manner, and subject to the provisions, set forth on Exhibit B.

General. CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and Equipment. 8. appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "Equipment". The initial Equipment at the Effective Date consists of those items set forth on Exhibit C. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimbuse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Part 3(b) of Exhibit B.

Installation Sites. The Equipment installation sites at the Locations shall be as set forth on Exhibit C and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer

represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

Stocking and Maintenance. CCBCC shall stock the Full Service Vending Machines with Products through CCBCC's regular, full service delivery drivers or agents, in accordance with CCBCC's delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC's maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

Term and Termination. As used herein, "Initial Term" means the initial term of this Agreement set forth in Part 1 of Exhibit B. This Agreement may be terminated, effective at the end of the Initial Term, by either party giving the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least ninety (90) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Termuntil the Agreement is terminated, shall be referred to herein as the "Term." Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "Agreement Year"). Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "Cause" means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or in solvent or is otherwise subject to bankruptcy, insolvency grother similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in

Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but equity. unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies

that may be available to CCBCC under other provisions of this Agreement or at law or in equity.

Representations, Warrantles and Covenants. Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

Confidentiality. During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, "Designees") to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.

Indemnification. CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys' fees and court costs, directly arising out of or relating to the defective manufacture of the Products. To the extent allowed by law, Customer agrees to indemnify and hold CCBCC and any affiliated entity hamless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys' fees and court costs, arising out of or relating to (i) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the

Equipment.

Insurance. During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.

No License. Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, "CCBCC IP"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent

Notices. Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), ovemight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature

page below (or to such other address as may be designated in a notice given hereunder).

Equitable Relief. Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.

Miscellaneous. This Agreement shall not be assigned or transferred by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous or all or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified or ally, but only by an instrument in writing, signed by the parties hereb, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

Right of First Refusal. For a period of sixty (60) days following expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retaillocations, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third-party or any other third-party on terms

and conditions more favorable to the third party than the terms and conditions offered to CCBCC.

Transshipping. As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory, or (iii) the sale of such territory, (ii) the sale of such territory, or (iii) the sale of such territory. territory to anythird party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

Concessionaires. To the extent that any concessionaire or other third party (each, a "Concessionaire") operates, manages, or leases a Location (orany portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing and rebate terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in

accordance with the pricing and rebate terms of such other agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

"CCBCC"	"Customer"
CCBCC OPERATIONS, LLC	Riverdale High School
By: Blake Davis Name: Blake Davis Title: Manager, Area Sales	By: Owward Holaur Name: Tamera L. Blair Title: Principal
By: Name: Title:	By: Name: Title:
4100 Coca-Cola Plaza Charlotte, NC 28211 Attention: Blake Davis Email: blake.davis@cokeconsolidated.com	802 Warrior Drive Murfreesboro, TN 37128 Attention: Tamera Blair Email: blairt@rcschools.net

Email: blake.davis@cokeconsolidated.com

LOCATIONS, MARKETING FEES, MARKETING SUPPORT, PRODUCT SUPPORT, MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

1. Locations

Customer #	Name	Address	City	State	Zip
500535461	Riverdale Lady Warnor Softball	802 Warrior Dr	Murfreesboro	TN	37128
500728674	Riverdale HS Spear Gear	802 Warrior Dr	Murfreesboro	TN	37128
601940628	Riverdale HS#23 Annex TL	802 Warrior Dr	Murfreesboro	TN	37128
601946270	Riverdale HS#22 Annex Hlwy	802 Warrior Dr	Murfreesboro	TN	37128
601935933	Riverdale HS GFV Café	802 Warrior Dr	Murfreesboro	TN	37128
601947852	Riverdale HS#21 Auditorium	802 Warrior Dr	Murfreesboro	TN	37128
601948143	Riverdale HS Annex Café	802 Warrior Dr	Murfreesboro	TN	37128
601944719	Riverdale HS#3 Annex	802 Warrior Dr	Murfreesboro	TN	37128
601944722	Riverdale HS#9	802 Warrior Dr	Murfreesboro	TN	37128
601944748	Riverdale HS#5 Annex	802 Warrior Dr	Murfreesboro	TN	37128
601944752	Riverdale HS#16 Auditorium Café	802 Warrior Dr	Murfreesboro	TN	37128
601944801	Riverdale HS#1 Annex Bldq	802 Warrior Dr	Murfreesboro	TN	37128
601944805	Riverdale HS#10	802 Warrior Dr	Murfreesboro	TN	37128
601968164	Riverdale HS Basketball Concessions	802 Warrior Dr	Murfreesboro	TN	37128
601973441	Riverdale HS Bandroom	802 Warrior Dr	Murfreesboro	TN	37128
601983277	Riverdale HS Baseball	802 Warrior Dr	Murfreesboro	TN	37128
602012101	Riverdale HS Tribe Inc	802 Warrior Dr	Murfreesboro	TN	37128

If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be five thousand and 00/100 Dollars (\$5,000.00). Subject to submission of an invoice by Customer to CCBCC, the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates set forth in the chart below.

Agreement Year	Payment Due Dates
Year 1	9/01/22
Year 2	9/01/23
Year 3	9/01/24
Year 4	9/01/25
Year 5	9/01/26

Rebates

During the Initial Term of this Agreement, CCBCC will pay Customer a rebate for each case and/or gallon of Product sold to Customer by CCBCC. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages 20 oz. Carbonated Soft Drinks 20 oz. Dasani 20 oz. Powerade	Units Per Case	Rebate Per Case	Payment Per Case
	24	\$5.00	Annually
	24	\$5.00	Annually
	24	\$5.00	Annually

B&C Rebate Begin Date July 1, 2022 B&C Rebate End Date June 30, 2027

3. Product Support

For each Agreement Year during the Initial Term of the Agreement, CCBCC will provide fifty (50) cases of Product in [16.9oz Dasani & 12oz cans] at no additional cost to Customer. In the event that Customer does not purchase the Minimum Amounts of Products set forth in Part 2 of Exhibit B and CCBCC elects to extend the term of this Agreement as a result thereof, or if term of this Agreement is extended pursuant to Section 9 of the Agreement, CCBCC will not be required to provide any additional Product Support after the Initial Term.

4. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

- Sampling. The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
- 2. Advertising. The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCCs status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.
- Trademarks. The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks
 or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.
 - 4. Entertainment Inventory. [TBD]

5. Partnership Elements

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all checked (X) elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

	MANDATORY	Į,		MANDATORY PACKAGES		MANDATORY ANCILLARY			MANDATORY EQUIPMENT
	BRANDS		-	20 oz	₽-	Trademark Cups	9.0	X	Cooler
X	Carbonated Drinks		X		1	Lids		X	Vendor
X	Dasani Water			Fountain	-		- 35	-	Fountain
X	Powerade Isotonic			12 oz Cans		CO2	- 5	_	
	Gold Peak Tea			2 Liter		Brewed Tea	編	_	Barrel
	Monster Energy		-	Glass Bottle		Brewed Coffee			Rack
-	Vitaminwater			- K		Tumblers		_	
	Smartwater				1		-8	-	
X	Body Armor				ġ			-	
	Minute Maid	88			<u> </u>		- 15		
	Dunkin Donuts				-		-6	-	
			_		-		-8	-	

INITIAL TERM, MINIMUM AMOUNTS, PRICES, DELIVERY FEE, VEND RATES AND COMMISSIONS

1. Initial Term

Agreement Start Date: 07/01/2022

Agreement End Date: 06/30/2027

The Initial Term consists of the initial contract year of July 1, 2022 through June 30, 2023. The Initial Term includes (4) subsequent (1) year renewals for the below contract years:

July 1, 2023 - June 30, 2024

July, 1 2024 - June 30, 2025

July 1, 2025 - June 30, 2026

July 1, 2026 - June 30, 2027

Total Number of Years: 05 Years

2. Minimum Amounts

The minimum amount of Products to be (i) sold by CCBCC to Customer, and/or (ii) sold through Full Service Vending Machines, in each case, during the Initial Term, shall be as follows:

Distribution/Sales Method

Total Cases/Gallons Required During Term

TOTAL PURCHASE REQUIREMENT THROUGH INITIAL TERM

11,640 (2,328 annually)

The minimum Total Purchase Requirement set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above is not achieved, then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the term of the Agreement may be extended, in the sole discretion of CCBCC, until the minimum Total Purchase Requirement is achieved. For the avoidance of doubt, during any additional period needed to achieve the Total Purchase Requirement, CCBCC shall not be required to pay any additional Annual Marketing Fees, or provide any additional Marketing Support or Product Support, but will continue to pay any rebates set forth in Exhibit A.

3. Prices

(a). <u>Prices and Adjustments</u>. During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases, as specified herein. For the convenience of the parties, the prices of the Products as of the Effective Date are as follows:

Bottle & Can Products	Price/Case	Price/Unit	# Units/Case	
20 oz Carbonated Soft Drinks	\$28.77	\$1.20	24	
20 oz. Dasani	\$18.66	\$0.78	24	
20 oz PowerAde	\$27.71	\$1.15	24	

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

(b). Invoices and Payment. CCBCC shall invoice Customer for Products sold to Customer in accordance with CCBCC's usual and customary practices in effect from time to time. Customer shall pay to CCBCC the full amount of such invoices no later than twenty (20) days after the date of the invoice. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) permonth compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts

otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows:

Product	Vend Rates
20 oz. Carbonated Soft Drinks	\$2.00
	\$2.00
20 oz. Dasani	\$2.50
20 oz. PowerAde	\$2.50

5. Commissions

(a). Commission Rates. During the Term, provided that Customer is in continuous compliance hereunder, CCBCC shall pay a monthly Commission to Customer equal to a percentage of Net Sales (as defined below) of the Products sold through the Full Service Vending Machines at the Locations. For the convenience of the parties, the Commission rates as of the Effective Date are as follows:

Product	Commission Rate		
	15%		
20 oz. Carbonated Soft Drinks	15%		
20 oz. Dasani	15%		
20 oz. PowerAde	1376		

The Commission rates for any additional Products sold through Full Service Vending Machines at the Locations and not listed above shall paid at 0%.

Notwithstanding the foregoing, CCBCC may elect in its discretion not to pay (and if so elected shall have no obligation to pay) any Commission to Customer with respect to any month during the Term if each and every Full Service Vending Machine placed at the Locations fails to generate at least Forty and 00/100 Dollars (\$40.00) (or such lesser amount as CCBCC may determine from time to time) in Commission for such month.

In addition, the Commission rates may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, gross sales of Products through Full Service Vending Machines at the Locations and the amount of Products purchased by Customer under this Agreement.

(b). Commission Payments. Commission shall be computed by CCBCC monthly and paid by CCBCC to Customer in quarterly installments no later than thirty (30) business days after the end of each quarter, or otherwise in accordance with the payment policies of CCBCC in effect from time to time. The term "Net Sales" means and refers to (i) the total gross sales price for the Products sold through the Full Service Vending Machines at the Locations during the period Customer is in full compliance with the terms and conditions of this Agreement reduced by (ii) bad debts, sales and use taxes, recycling fees, debit or credit card charges, shortages, deposit fees and any refunds, discounts, rebates, returns or allowances made by CCBCC, or losses suffered by CCBCC due to theft, pilferage or vandalism, with respect to Products at the Locations. The determination of Net Sales and entitlement to, and amount of, Commission payments hereunder shall be made by CCBCC in good faith and in accordance with its normal accounting and bookkeeping methods.

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

- (9) Stack Vending Machines
- (2) Glass Front Vending Machines

Other Equipment Listing

Installation Site at the Locations

- (6) Large Single Door Coolers
- (6) Large 2-Door Coolers
- (3) Large Countertop Coolers (1) Small 2-Door Cooler
- (1) Small 1-Door Cooler

MEMORANDUM

DATE: October 12, 2022

TO: Dr. James Sullivan, Director of Schools

FROM: Monika B. Ridley, General Counsel

RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for making threats towards a teacher.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion.

Recommendation: Deny admission.

MEMORANDUM

DATE: October 12, 2022

TO: Dr. James Sullivan, Director of Schools

FROM: Monika B. Ridley, General Counsel

RE: Transfer Student Under Discipline (2)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for making a threat.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion.

Recommendation: Deny admission.

MEMORANDUM

DATE: October 12, 2022

TO: Dr. James Sullivan, Director of Schools

FROM: Monika B. Ridley, General Counsel

RE: Transfer Student Under Discipline (3)

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for possession of e-cigarette.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion.

Recommendation: Student to be admitted and placed into alternative school.