

Regular Meeting of the Trousdale County Board of Education

Thursday, August 15, 2019

Trousdale County Board of Education

103 Lock Six Road

Hartsville, TN 37074

Attendance Taken at 5:59 PM.

Anthony Crook:	Present
Denice Jackson:	Absent
John Kerr:	Present
Mary Helen McGowan:	Present
Regina Waller:	Present

1. AGENDA:

1.A. Call to Order – Mr. Anthony Crook, Vice Board Chairperson

1.B. Invocation – Mr. John Kerr, Board Member

1.C. Pledge of Allegiance – Ms. Mary Helen McGowan, Board Member

1.D. Invitation to audience to address items on the Agenda

1.E. Approval of the Agenda for August 15, 2019

Motion to approve the Agenda for August 15, 2019 passed with a motion by John Kerr and a second by Mary Helen McGowan.

Anthony Crook:	Yea
Denice Jackson:	Absent
John Kerr:	Yea
Mary Helen McGowan:	Yea
Regina Waller:	Yea

2. CONSENT AGENDA:

2.A. Approval of Consent Agenda for August 15, 2019

Motion to approve the August 15, 2019 Consent Agenda, passed with a motion by Mary Helen McGowan and a second by John Kerr.

Anthony Crook:	Yea
Denice Jackson:	Absent
John Kerr:	Yea
Mary Helen McGowan:	Yea
Regina Waller:	Yea

2.B. Approval of Minutes from July 25, 2019

2.C. Approval of Minutes August 1, 2019 Special Called Meeting

2.D. Approval Executive Decision Amplify Science Curriculum

Executive Decision was required to purchase the Amplify Science curriculum for grades 4-8 due to the time challenges to have the materials in place by the beginning of the new school year, request for proposals, and the delay of the school budget. 5-year contract period for the amount of \$58,029.84.

2.E. Approve High School Volleyball Fundraiser – Attachment A

2.F. Approve FFA Livestock Out of State Field Trip – Attachment B

2.G. Approval High School Pepsi Contract – Attachment C

2.H. Approval TSBA Policy Revision 1.101 Role of the Board of Education – Attachment D

2.I. Approval TSBA Policy Revision 1.202 Duties of Board Members – Attachment E

2.J. Approval TSBA New Policy 1.202.1 Boardsmanship Code of Conduct – Attachment F

2.K. Approval Policy Revision 2.404 School Support Organizations – Attachment G

2.L. Approval Policy Revision 2.601 Fundraising Activities – Attachment H

2.M. Approve Policy Revision 4.302 Field Trips and Excursions – Attachment I

3. SCHOOL DISTRICT HIGHLIGHTS:

Ms. Dickerson introduced Heath Chasse, Trousdale County High Student Council President. Heath provided the Board with a PowerPoint presentation highlighting the Student Council's involvement in both the school and community. He explained how members were recruited and selected as well as ongoing projects for the entire school year.

4. PRINCIPALS' REPORT:

4.A. Trousdale County Elementary School - Absent, middle school football game.

4.B. Jim Satterfield Middle School – Absent, middle school football game.

4.C. Trousdale County High School – Ms. Dickerson stated that the Youth Fair was a huge success and the youth fair volunteers left the building in pristine condition after the event was completed. She detailed the school's most recent professional development day that was held on August 9. She explained how the learning was led by the principals with Mr. Johnson facilitating the ELA and that she led the Mathematics training. Ms. Dickerson detailed her most recent TEAM teacher evaluation training and how the training was best utilized with the district's most recent classroom evaluation norming opportunities. She also discussed the school's strategies for promoting student attendance and increasing graduation rates which are both school accountability indicators. Ms. Dickerson stated that her three new teachers

were doing well adapting well to the expectations of Trousdale County High School. She concluded by highlighting upcoming college visits from Cumberland University and Tennessee Technology.

4.D. Student School Board Representative – Josie Garrett, absent volleyball match.

5. DIRECTORS' REPORT:

5.A. Employment Notifications

McDonald, Alyssa	Cook, High School (unable to fill obligation)
Yates, Juliet	Cook, High School
Adcock, Julie	Night Janitor, High School

5.B. Academic and Goal Updates – Dr. Satterfield discussed the tentative compromise FY20 School Budget where the County Commission will pay to put a new metal roof on Jim Satterfield Middle School. He noted that Kindergarten enrollment was up 20 more students than anticipated from the prior year while both the middle and high school enrollment seemed to be similar as it was at the same point in time last year. Dr. Satterfield said that each school has enough space to accommodate increases in enrollment; however, continued increases to student enrollment would necessitate additional teachers at an unanticipated stress on an already deficit budget.

Dr. Satterfield highlighted the school district website and the district's effort to effectively communicate to parents through the use of teacher websites, PowerSchool Power Portal as well as teacher lesson plans and updated classroom announcements. He informed the Board about the district's new student expectations that requires students to be present, punctual, polite, prepared, and productive. Dr. Satterfield said the goal was to have the same student expectations throughout the entire student's educational experience.

Dr. Satterfield discussed achievement metrics demonstrating how the district became a 2019 Exemplary School simultaneously as each of the district's three schools were named Reward Schools in the same year. He noted that all schools met their chronic absenteeism goals while the elementary had a "turn around" year making AMO four point goals in all ELA and Math categories except 4th grade math. He praised the entire middle school math department for making four point goals in 6th, 7th, and 8th grade math. He noted that the high school made four point goals in Integrated Math III and English II. Dr. Satterfield concluded by noting that the school district was a value-added Level 5, the highest designation in both literacy and numeracy as well as a Level 5 overall, stating the accomplishment is equivalent to an academic grand slam!.

5.C. Project Updates – Dr. Satterfield stated that FTM had not completed the elementary renovation project by its substantial completion date of 7/20/2019. He stated that FTM still need to replace four exit doors, the library windows, as well install new classroom signage. He stated that he is presently withholding payments until the work is completed.

6. NEW BUSINESS:

7. ACCOUNT ANALYSIS:

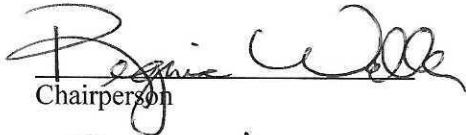
8. VENDOR CHECKS:

9. EXPENDITURES & ENCUMBRANCES:

10. ADJOURN:

Motion to Adjourn passed with a motion by Regina Waller and a second by Mary Helen McGowan.

Anthony Crook:	Yea
Denice Jackson:	Absent
John Kerr:	Yea
Mary Helen McGowan:	Yea
Regina Waller:	Yea


Chairperson


Director of Schools



Trousedale County Schools
Request for Fundraising Activity

Attachment A

School: ☐ TCES

☐ JSMS

☒ TCHS

Student Group/Activity: TCHS Volleyball

Net Amount Expected/Goal: \$1000.00

Specific Purpose of the Fundraiser:


Raise funds for new uniforms/equipment.

Specific Use of the Funds Acquired:

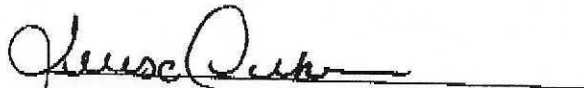
Funds will be used to pay for new uniforms.

Describe how students will be involved in the fundraising activity:

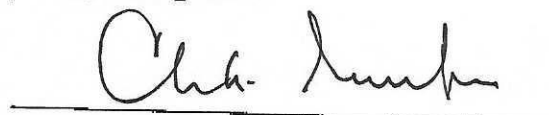
Students will sell popcorn.


Sponsor's Signature

7/18/19
Date


Principal's Signature

7/19/19
Date


Director's Signature

8/16/19
Date

Board Approved: 8/15/2019



Trousdale County Schools Request for School Trip

(To be submitted to principal at least ten (10) days prior to the occurrence of trip)

School: ☐ TCES ☐ JSMS ☒ TCMS ☐ Other: _____
(Please specify)

Transportation Requested: ☒ Bus ☐ Van ☐ Car ☐ None
(Please indicate # of vehicles needed in boxes provided)

Destination: CPC Livestock Feed Distribution

Address: Fountainrun, KY

Date(s) of Event: Sept. 5 2019

Approximate Mileage: 60 miles (round trip) Student Fee: \$ none

Group Attending: FFA Livestock Teams Approximate #: 10

Teacher(s) in Charge: Dan Dickerson

Departure Time: 7:50 am Return Time: 2:30 pm

How will students benefit from this trip? Livestock judging contest. Evaluate livestock, critical thinking skills, decision making.

Lunch details: free for students

Parents or Chaperones: Toby Woodmore

Non-participating students or classes will _____

For Central Office Use Only

[Signature]
Principal's Signature

Date

8/16/19

[Signature]
Director's Signature

Date

[Signature]
Transportation Director's Signature

8/16/19
Date

Assigned Bus Driver(s): Dan Dickerson

SCHOOL AGREEMENT

This Agreement ("**Agreement**") is between **Bottling Group, LLC** and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 7021 Westbelt Dr., Nashville, TN 37209 ("**Pepsi**") and **Trousdale County High School**, having its principal place of business at 262 McMurray Blvd W., Hartsville, TN 37074 ("**Customer**").

1. Definitions.

"**Beverage**" or "**Beverages**" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks; (vii) packaged carbonated or still water (including spring, mineral or purified); (viii) liquid concentrate teas ("**LCT**"); (ix) frozen carbonated and non-carbonated beverages ("**FB**"); and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi. Beverages do not include non shelf-stable, non-flavored fluid milk as currently defined by the USDA (i.e., milk beverages containing at least 6.5% non-fat milk solids).

"**Cases**" means the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

"**Competitive Products**" means any and all Beverages that are not Products (as defined herein).

"**Equipment**" means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (1) full service vending machines ("**Vending Machines**"); (2) retail single-serve food service equipment and (3) fountain service equipment.

"**Facilities**" means the entire premises of every school and facility owned or operated by the Customer, now or in the future, including with respect to each school, all academic buildings, athletic facilities, convenience stores, book stores, student operated stores, teachers' lounges, and concession stands, parking lots, dining facilities, unbranded and branded food service outlets and vending areas. A list of current schools owned and operated by the Customer is set forth on **Exhibit A** attached hereto.

"**Food Service Area**" means all locations within the Facilities where meals, snacks and beverages are served or consumed or areas managed or operated by the Customer's designated Food Service Operator.

"**Food Service Operator**" means the Customer or any third party that provides food, Beverage or vending services at the Facilities.

"**Gallons**" shall mean the number of gallons of Postmix Products purchased by the Customer from Pepsi.

"**Packaged Products**" means Beverages that are sold and/or distributed by Pepsi in pre-packaged form (e.g., Bottles & Cans). A current list of Pepsi's Packaged Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current School Policy.

"**Postmix Products**" means beverage products sold and/or distributed by Pepsi and used to create and

dispense fountain Beverages. A current list of Pepsi's Postmix Products is found in attached **Exhibit B** which may be amended from time to time by Pepsi to include Beverages permitted pursuant to the then-current School Policy.

"Products" means Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed, now or in the future, by Pepsi. A current list of Products is attached hereto as **Exhibit B**.

"Special Events" means any athletic contests, booster club activities, and all other special events conducted at the Facilities where parents and other adults are a significant part of an audience.

"Year" means each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. **Term.** The term of this Agreement shall be for 5 years, commencing on August 1st, 2019 ("**Effective Date**") and expiring on July 31st, 2024 (the "**Term**"), unless sooner terminated as provided herein. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

3. **Exclusive Beverage Availability Rights.** The Customer hereby grants to Pepsi the following exclusive Beverage availability rights:

(A) Pepsi shall have the exclusive right to make the Beverages available for sale and distribution at the Facilities, including the right to provide all Beverages sold at Special Events. Subject to the terms and conditions set forth in this Agreement, the Customer agrees that Products shall be the exclusive Beverages sold, dispensed, served or made available at the Facilities.

(B) The Customer shall purchase, and shall require that all concessionaires, Food Service Operators, booster clubs or other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi.

(C) The Customer agrees to comply with Pepsi's School Policy, attached hereto as **Exhibit C ("School Policy")** as may be updated from time to time during the Term. A copy of the Policy in effect as of the beginning of the Term is attached hereto as **Exhibit C**. The Customer agrees that it shall at all times during the Term comply with the School Policy and shall cause any designated Food Service Operator to comply with the School Policy, including applicable Beverage type, size and timing requirements/restrictions. The Customer's or Food Service Operator's failure to comply with the School Policy shall be a material breach of this Agreement.

(D) The Customer shall permit Pepsi, its employees, agents and representatives, during normal school hours, to enter the Facilities for purposes of servicing and stocking the Equipment, and verifying the Customer's compliance with the School Policy.

4. **Pricing.**

(A) **Products sold through Vending Machines.** The price for Products sold from Pepsi's Vending Machines shall be determined as set forth in Section 5(C) herein.

(B) **Products purchased by the Customer.** Pricing for Products purchased by the Customer, its designated Food Service Operator or any other party from Pepsi for sale at the Facilities are listed on **Exhibit B**. The Customer recognizes that such pricing is available for the first Year of this

Agreement, thereafter, the pricing may increase at Pepsi's sole discretion and Pepsi shall provide the Customer with notice of any increases.

(C) The Consideration (as set forth in Section 5) was calculated based on the Customer and its purchasing representatives (including any designated Food Service Operator(s)) purchasing Products directly from Pepsi at the pricing structure established by this Agreement during the entire Term. Therefore, if the Customer or Food Service Operator demands or requires the purchase of Products from Pepsi at prices other than those established by this Agreement or purchases Products from sources other than Pepsi, then such action shall constitute a material breach of this Agreement.

5. Consideration. In consideration of the exclusive rights granted in this Agreement and provided the Customer is not in breach of this Agreement, Pepsi shall provide to the Customer the following:

(A) **Annual Sponsorship Fees.** In each of Years One through Five, Pepsi shall provide Customer with an annual sponsorship fee in the amount of Five Hundred US Dollars (\$500), not to exceed five consecutive payments (the "**Annual Sponsorship Fees**"). The Annual Sponsorship Fee will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that in the event an Annual Sponsorship Fee is payable for Year One, such payment will be made within sixty (60) days of the later of the Effective Date or the signing of this Agreement by both parties. The Annual Sponsorship Fees are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 8(C) herein.

(B) **Annual Scholarship Fund** In each of Years One through Five, Pepsi shall provide Customer with an annual scholarship fund in the amount of One Thousand US Dollars (\$1000), not to exceed Five consecutive payments (the "**Annual Scholarship fund**"). The Annual Scholarship Fund will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that in the event an Annual Scholarship Fund is payable for Year One, such payment will be made within sixty (60) days of the later of the Effective Date or the signing of this Agreement by both parties. The Annual Scholarship Fund are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Scholarship Fund will be repaid to Pepsi pursuant to the terms of Section 8(C) herein.

(C) **Commissions.** as a percentage of the actual cash ("**cash in bag**" or "**CIB**") collected by Pepsi from the Vending Machines placed at the Facilities, less any applicable government imposed taxes/fees and deposits, as applicable ("**Commissions**"). Such Commissions shall be at the rate(s) set forth below (the "**Commission Rate**") and shall be calculated as follows:

$$(\text{CIB} - \text{applicable taxes/fees/deposits}) * \text{Commission Rate} = \text{Commission due}$$

Product	Minimum Vend Price*	Commission Rate**
20oz CSD	\$1.75	30%
20oz Aquafina	\$1.75	30%
12oz Kickstart	\$1.75	30%
20oz Gatorade	\$1.75	30%

*Pepsi shall have the right to increase vend prices by \$ 0.25 in Year 3.

**Commission Rate stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the Customer during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.

- (1) **Commissions Payment.** Commissions shall be paid by Pepsi to the Customer within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one (1) year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The current threshold amounts are \$50 per four-week period or \$75 per quarter. The threshold may be revised by Pepsi from time to time.

(2) **Change to Commission Rate/Formula.** Customer agrees that Pepsi shall have the right to change the Commission Rate and/or its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such Commission Rate adjustment or formula adjustment shall not result in a material change to the Commissions due with respect to the same sales of Products.

(3) **Vend Price.** The minimum vend price necessary for Customer to qualify for any Commissions is set forth above. Pepsi shall have the right to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably consistent with applicable vending prices for similar accounts operating in the relative geography.

(D) **Rebates.** Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the Customer and its Food Service Operator pursuant to this Agreement, and shall provide the Customer with rebates calculated based on applicable amounts set forth below (the "**Rebates**"). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

<i>Rebate Amount</i>	<i>Applicable Products</i>
\$1.00 /Gallon	Gallons of Postmix Products
\$ 1.00 /Case	Cases of 24-pk Packaged Products
\$.50 /Case	Cases of 12/15/18-pk Packaged Products

6. Competitive Products. During the entire Term of this Agreement:

(A) No Competitive Products shall be sampled, sold, served or dispensed anywhere at the Facilities;

(B) No permanent or temporary advertising, signage or trademark visibility for Competitive Products shall be displayed anywhere at the Facilities.

(C) No agreement will be entered into or maintained by the Customer and/or its designated Food Service Operator pursuant to which Competitive Products will be associated with the Customer or the Facilities in any advertising or promotional activity that creates a relationship or connection between Competitive Products and the Customer or the Facilities.

7. Equipment and Service.

(A) Pepsi shall have the exclusive right to install Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the Customer after the date of this Agreement. Pepsi shall place Equipment at mutually agreed upon locations throughout the Facilities. Pepsi reserves the absolute right to remove any glass front Vending Machines that sells less than eight (8) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week. Pepsi shall install Equipment at its sole expense, except where otherwise prescribed by law. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. The Customer shall not permit the operation of any other equipment used for the sale of Beverages at the Facilities without the prior written consent of Pepsi. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment).

(B) Pepsi or one of its subsidiaries or affiliates shall retain ownership in and title to all Equipment.

(C) The Equipment may not be removed from the Facilities without Pepsi's written consent, and the Customer agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi in writing. Upon expiration or termination of this Agreement, Customer shall allow Pepsi to pick up all Equipment and the parties shall work together to coordinate a pick-up schedule.

(D) Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment.

(E) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. Customer agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay Commissions on documented revenue losses resulting from vandalism or theft of Product with respect to any Vending Machines.

8. Breach of Contract and Termination.

(A) Either party may terminate this Agreement for any breach of this Agreement's material terms by the other party, provided that the non-breaching party shall first provide the breaching party with written notice of the breach and a thirty (30) day opportunity to cure such breach. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party may terminate the Agreement upon written notice to the breaching party.

(B) If any of the material terms of this Agreement, including but not limited to the exclusive rights to sell any one or more of the Products, are prohibited or limited during the Term of this Agreement as a result of a final judicial opinion or governmental regulation for any other reason (including but not limited to beverage tax, package size or product restriction), then Pepsi and Customer will negotiate in good faith to reduce Pepsi's ongoing financial support under the Agreement to neutralize any negative impact such change has on the economics of the original Agreement. If Customer and Pepsi are not able, within sixty (60) days of such prohibition or restriction, to agree on an equitable amendment to the Agreement, Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice to the Customer.

(C) If the Agreement is terminated by Pepsi pursuant to Section 8(A) or (B) herein, Pepsi shall, without prejudice to any other right or remedy available to Pepsi, obtain a reimbursement from the Customer of any unearned funding paid by Pepsi to the Customer which remains unearned as of the time of termination. With regard to the Initial Support Funds, if any, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of total number of months within the Term (e.g., 5 year term is 60 months) or, if applicable, the number of months expected to comprise the Term based on volume trends as of the time of termination of the Volume Threshold. With respect to the Annual Sponsorship Fee, if any, the amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fee paid in the Year during which such termination occurs by a fraction, the numerator of which is the number of months remaining in such Year at the time of such termination or limitation and the denominator of which is twelve.

9. **Taxes.** Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

10. **Representations and Warranties**

(A) Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

(B) Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

11. **Indemnification.**

(A) Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the Customer's negligence or willful misconduct).

(B) To the extent permitted by applicable law, the Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees).

fees) arising out of (i) its breach of any term or condition of this Agreement, including failure to comply with the School Policy; and/or (ii) the negligence or willful misconduct of the Customer (excluding claims arising out of Pepsi's negligence or willful misconduct).

(C) The provisions of this Section shall survive the termination of this Agreement.

12. **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. This Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

13. **Relationship of Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties.

14. **Retention of Rights.** The Customer shall not obtain by virtue of this Agreement, any right, title or interest in the trademarks of Pepsi or PepsiCo, Inc., nor shall this Agreement give the Customer the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Pepsi or PepsiCo, Inc.

15. **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles.

17. **Insurance.**

(A) Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to include the other, and each of its Affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns, as additional insureds on such insurance during the Term. Such insurance will contain a waiver of subrogation with respect to the additional insureds.

(B) Either party shall have the right, during the Term from time to time, to request copies of certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

19. **Waiver.** No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies. Any waiver must be in writing and signed by the party waiving the rights.

20. **Assignment; Counterparts.** To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of Pepsi and the Customer and its respective successors and permitted assigns. The Customer may not subcontract or assign its rights or obligations under this Agreement to any other entity or person without the express written consent of Pepsi, which consent may be withheld at its sole discretion. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. **Severability.** If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

22. **Construction.** Customer and Pepsi acknowledge that both parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted.

23. **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer for Products ordered from and delivered by Pepsi and any and all balances due and payable to Pepsi pursuant to this Agreement.

24. **Notices.** Any notice which either party is required or permitted to give hereunder will be in writing, signed by the notifying party and will be either delivery by hand or nationally-recognized overnight courier service or deposited in the United States mail, certified or registered mail, return receipt requested, postage paid, addressed as follows: If to Customer, to the name and address set forth in the preamble herein. If to Pepsi, to the name and address set forth in the preamble herein, with a copy thereof to: Pepsi Beverages Company, 1111 Westchester Avenue, White Plains, NY 10604, Attention: Law Department or to such addresses as the parties may subsequently provide in writing. Notice will be deemed to have been given when delivered by hand or nationally recognized overnight courier service, or when received as evidenced by the return receipt, or the date such notice is first refused, if that be the case.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the dates set forth below.

Bottling Group, LLC

By: _____

Name: _____

Title: _____

Date: _____

Trousdale County High School

By: Ch. L. Hunter

Name: Clint A. Satterfield

Title: Director of Schools

Date: 8/16/2019

Exhibit A
List of Schools

Exhibit B

Products & Pricing

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

Exhibit C
PepsiCo U.S. School Policy for Beverages
(Updated as of September 2014)

SUMMARY

PepsiCo follows all federal, state and local regulations governing beverage sales in schools and the company's Global School Beverage Policy (available on pepsico.com). In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet the nutrition thresholds in these standards.

PERMITTED PRODUCTS

Consistent with federal regulations issued by the U.S. Department of Agriculture (USDA) and PepsiCo's Global School Beverage Policy, PepsiCo will offer schools only those beverage products that meet the following standards, if such products are to be sold to students. In addition, PepsiCo will not offer caffeinated beverages that are marketed as energy drinks for sale to students in elementary, middle or high schools, even if they meet these standards, and will follow state and local regulations if stricter than these standards.

Elementary School

- Plain water or plain carbonated¹ water (no size limit)
- 100% fruit/vegetable juice (up to 8-ounce)
- 100% fruit/vegetable juice diluted with water - with or without carbonation¹ - and no added sweeteners (up to 8-ounce)
- Low-fat milk, unflavored (up to 8-ounce)
- Non-fat milk, flavored or unflavored, including nutritionally equivalent milk alternatives (up to 8-ounce)

Middle School

- Same as elementary school except that juice and milk meeting elementary school criteria may be up to 12-ounce
- If a middle school and high school are in the same building and students of all ages have access to the areas where beverages are sold, beverages must meet the middle school standards. If, in the above situation, the middle school students do not have access to the area where beverages are sold to high school students, high school beverage standards may be implemented for that area.

High School

Same as middle school except that the following beverages are also permitted:

- Zero-calorie beverages with or without flavors and with or without carbonation up to 20-ounce. (As defined by U.S. Food and Drug Administration (FDA), "zero-calorie" beverages are labeled to contain less than 5 calories per 8-ounce, or no more than 10 calories per 20-ounce)
- Low-calorie beverages with or without flavors and with or without carbonation up to 12-ounce. (As defined by FDA, "low calorie" beverages are labeled to contain no more than 40 calories per 8-ounce, or no more than 60 calories per 12-ounce)
- Sports drinks with more than 40 calories per 8-ounce: only before, during and after physical activity/exposure to heat (such as at sport practices, training sessions and competitions), when such sales take place either (1) during the "extended day" (as defined in this policy below) in those schools not subject to USDA regulations, or (2) outside of the "school day" (as defined by USDA¹) in those schools subject to USDA regulations

APPLICATION OF POLICY

Schools: This school beverage policy applies to all elementary, middle and high schools in the United States, whether public or private and whether or not such schools participate in the reimbursable school breakfast or lunch plan run by the Federal government.

Time of Day: This policy applies to beverages sold to students on school grounds during the school day as well as the extended school day. The "extended school day" is the time before and after school when students are involved in events (e.g., clubs, yearbook, band and choir practice, student government, drama and childcare programs) that are primarily under the control of the school or third parties on behalf of the school.

As noted above, the inclusion of the extended day in this school beverage policy does not prohibit sales of sports drinks with more than 40 calories per 8-ounce during the extended school day to student athletes at practices, training sessions and competitions or to other students engaged in physical activity/exposed to heat, except in those schools subject to the USDA regulations where sports drinks may be sold to these students only during the period from 30 minutes after the school day until midnight prior to the next school day.

Special Circumstances: This policy does not apply to the sale of beverages: (1) in staff areas of schools that are not accessible to students; (2) at, or immediately before or after, school-related events where parents and other adults are a significant part of an audience (e.g., sporting events, school plays and band concerts); or (3) for fundraisers held at schools (other than fundraising through vending machines, school stores, snack bars, à la carte sales).

Providing Choice and Information

PepsiCo will work to provide vending machines in a variety of graphic designs, including designs featuring low-calorie brands; to show calorie counts on vendor selection buttons; and to include a calorie awareness message such as "Calories Count – Check then Chose" (or similar) on vendor fronts.

Promoting Wellness and Education

PepsiCo will encourage schools to use contract-related sponsorship and marketing funds, if any, to promote student fitness, wellness and health education programs in schools.

Independent Bottlers and Third Party Distributors

Independent bottlers and third-parties that distribute PepsiCo products to schools should comply with all federal, state and local regulations governing the sale of beverages in schools. In addition, PepsiCo encourages independent bottlers and third-party distributors to follow the product standards and other guidance outlined within PepsiCo's policy above.

Notes:

1. The USDA regulations which took effect July 1, 2014 do not apply to (1) beverages sold to students in schools that do not participate in the reimbursable school breakfast or lunch plan run by the Federal government; or (2) beverages sold to students outside the "school day" ("school day" is defined by USDA as the period from midnight before, to 30 minutes after the end of the official school day).

###

Trousdale County Board of Education			
Monitoring: Review: Annually, in July	Descriptor Term: Role of the Board of Education	Descriptor Code: 1.101	Issued Date: 08/15/19
		Rescinds: 1.101	Issued: 07/21/05

1 The Board will oversee the operation of the school district in compliance with state and federal laws.¹

2 The Board will function only when in session. The Board's required functions include, but are not
3 limited, to the following:

4 **GENERAL**

5 1. To develop and adopt a strategic plan in consultation with the Director of Schools;²

6
7 2. To adopt all policies required by state or federal law;³

8
9 3. To approve school zones;⁴

10
11 4. To approve the district calendar;⁵

12
13 5. To adopt district safety plans;⁶

14
15 6. To approve the closure of facilities, if needed;¹

16
17 7. To approve an insurance provider;¹ and

18
19 8. To approve/modify the agenda at the beginning of the board meeting.¹

20 **FISCAL**

21 1. To approve and adopt the budget;¹

22
23 2. To approve purchases outside the budget on a case-by-case basis in accordance with board
24 policy;¹

25
26 3. To approve budget transfers;⁷

27
28 4. To adopt the district salary schedule;⁸

29
30 5. To approve a differentiated pay plan;⁹

31
32 6. To approve funding for the district maintenance plan and capital requests;¹

33

7. To approve the location and scope of new building projects;¹ and

8. To approve bids.¹

INSTRUCTION AND STUDENTS

1. To adopt the curriculum;¹

2. To adopt textbooks;¹⁰

3. To review student disciplinary issues appealed to the Board and make a final determination;¹¹

4. To authorize or prohibit the use of corporal punishment;¹²

5. To approve or deny admission of students expelled from other school districts;¹³ and

PERSONNEL

1. To employ and evaluate the Director of Schools;¹

2. To grant tenure to eligible teachers;¹⁴ and

3. To dismiss tenured teachers.¹⁵

Legal References

1. TCA 49-2-203
2. TRR/MS 0520-01-03-.03(14); State Board of Education Policy 2.101; TCA 49-1-613
3. TCA 49-2-207
4. TCA 49-6-403(c)
5. TCA 49-6-3004
6. TCA 49-6-804(a)
7. OP Tenn. Atty. Gen. 83-464 (Oct 26, 1983)
8. TCA 49-3-306(a)
9. TCA 49-3-306(h)
10. TCA 49-6-2207(a)(1)
11. TCA 49-6-3401(c)(4)(C)
12. TCA 49-6-4104
13. TCA 49-6-3401(f)
14. TCA 49-5-504(b); TCA 49-2-203(a)(1)
15. TCA 49-5-511

Cross References

Duties of Board Members 1.202
Policy Development & Adoption 1.600
Administrative Procedures 1.601
School District Goals 1.700
School District Planning 1.701
Annual Operating Budget 2.200

Trousdale County Board of Education			
Monitoring: Review: Annually, in July	Descriptor Term: Duties of Board Members	Descriptor Code: 1.202	Issued Date: 08/15/19
		Rescinds: 1.202	Issued: 09/12/96

- 1 The duties of an individual board member are as follows:
- 2 1. To take the oath to discharge faithfully the duties of the office;¹
 - 3
 - 4 2. To participate in State-mandated board training;²
 - 5
 - 6 3. To recognize that the Board is required to comply with the Open Meetings Law³ and that the
 - 7 Board only has authority to make decisions at official board meetings;
 - 8
 - 9 4. To understand that board members will receive information that is confidential per state or
 - 10 federal law and cannot be shared;
 - 11
 - 12 5. To adhere to the Boardsmanship Code of Conduct; and
 - 13
 - 14 6. To adhere to the Trousdale County Board of Education Code of Ethics.⁴

Legal References

1. TCA 49-2-202(b)
2. TCA 49-2-202(a)(6); TRR/MS 0520-01-02-.11
3. TCA 8-44-102 *et seq.*
4. TCA 8-17-103

Cross References

Role of the Board of Education 1.101
Boardsmanship Code of Conduct 1.1021
Code of Ethics 1.106

Trousdale County Board of Education			
Monitoring: Review: Annually, in July	Descriptor Term: Boardsmanship Code of Conduct	Descriptor Code: 1.2021	Issued Date: 08/15/19
		Rescinds: 1.1061	Issued: 10/09/2008

The Board adopts these standards as recommended by the Tennessee School Boards Association as a guide to its members as they provide educational leadership for the youth of our state.

MY RELATIONS TO THE CHILDREN

1. I will at all times think in terms of "children first," always determining how my actions and decisions will affect the education and training of children.
2. I will seek to provide equal educational opportunities for all children.

MY RELATIONS TO MY COMMUNITY

1. I will endeavor to appraise fairly both the present and future educational needs of the community and to support improvements as finances permit.
2. I will represent at all times the entire school community and refuse to represent special interests or partisan politics.
3. I will endeavor to keep the community informed about the progress and needs of the schools.
4. I will represent the Board and the school district to the public in such a way as to promote both interest and support.
5. I will refer to other board members, staff, students, and the public with respect when using social media.

MY RELATIONS TO TEACHERS AND PERSONNEL

1. I will support the employment of those best qualified to serve as employees and insist on a regular and impartial evaluation of all staff.
2. I will support and protect personnel in performance of their duties.
3. I will not criticize employees publicly but will express any relevant concerns to the Director of Schools for investigation and action if necessary.

MY RELATIONS WITH OTHER BOARD MEMBERS

1. I will understand that the Board makes decisions as a team and that individual board members may not commit the Board to any action.
2. I will accept the will of the majority vote in all cases and give support to the resulting action.
3. I will work harmoniously with other board members without trying to dominate the Board or neglect my share of the work.
4. I will refuse to make promises as to how I will vote on a matter that will come before the Board.
5. I will make decisions only after a complete discussion of items at a board meeting.

MY RELATIONS WITH THE DIRECTOR OF SCHOOLS

1. I will support the full administrative authority as well as responsibility for the Director of Schools to properly discharge all professional duties.
2. I will hold the Director of Schools accountable for working with staff and requiring them to work within the framework of policies set up by the Board.
3. I will understand that the Board sets the standards for the school district through policy and that board members do not manage the district on a day-to-day basis.
4. I will refer all complaints and concerns to the Director of Schools and abstain from individual counsel and action in regard to staff members.

MY RELATIONS TO MYSELF

1. I will uphold the integrity and independence of the position.
2. I will become familiar with federal and state education laws and school board policies.
3. I will educate myself about my duties and responsibilities and current educational issues by individual study and through participation in programs providing needed information.
4. I will continually advocate for the goals of the school district.
5. I will vote and act impartially for the good of the school district.
6. I will avoid conflicts of interest, and I will refrain from using my position on the Board for personal or partisan gain.
7. I will attend all board meetings and become informed concerning the issues to be considered at those meetings.

- 1 8. I will model civility to students, employees, and all elements of the community by encouraging
- 2 the free expression of opinion by all board members and engaging in respectful dialogue with
- 3 fellow board members on matters being considered by the Board.

Trousdale County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: School Support Organizations	Descriptor Code: 2.404	Issued Date: 08/15/19
		Rescinds: 2.404	Issued: 10/09/08

1 INTRODUCTION

2 Only a group or organization that has entered into a written cooperative agreement with the Board may
3 use the name, mascot or logo of a school or the school district to solicit or raise money, materials,
4 property, securities, services, or other things of value. A civic organization operating concessions or
5 parking at school-sponsored events is not a school support organization subject to this policy.

6 REPORTING AND RECORDS

7 The Director of Schools or his/her designee shall annually post a list of organizations that are
8 recognized as school support organizations on the school district's web site.

9 Any forms, annual reports, or financial statements submitted shall be open to public inspection as a
10 public record.

11 PROCEDURES

12 The Director of Schools shall create procedures to oversee the relationship between the Board and any
13 school support organization. These procedures shall include, at a minimum, the following:

- 14 1. Any agreement between the Board and a school support organization shall be in writing and
15 signed by the director and an authorized agent of the school support organization seeking
16 authorization. This agreement shall contain, at a minimum, the following provisions:
 - 17 a. An agreement to abide by any policies and procedures regarding school support
18 organizations; and
 - 19 b. An agreement to indemnify the Board, the director and all other agents of the local
20 education agency for the actions of the school support organization.
 - 21 c. An agreement that school support organizations shall not maintain credit or debit cards.
 - 22 d. An agreement that school support organizations shall not make contributions to
23 charitable organizations or individuals.
- 24 2. Prior to entering into any agreement, a school support organization shall submit the following
25 to the Director of Schools:
26

- a. Documentation confirming the school support organization's status as a nonprofit organization, foundation, or a chartered member of a nonprofit organization or foundation;
 - b. A written statement of the goals and objectives of the group or organization;
 - c. The principal contact telephone and address as well as the telephone number, address, and position of each officer of the group or organization; and
 - d. A copy of the school support organization's written policy specifying reasonable procedures for accounting, controlling, and safeguarding any money, materials, property, securities, services, or other things of value collected or disbursed by it.
3. The director shall designate a date prior to the beginning of the regular school year for the school support organization to submit a form to the director or the director's designee which verifies the information previously provided by the school support organization is correct or, if the information is no longer correct, that date shall be the deadline for any corrections.
4. The school support organization shall abide by all applicable Federal, State, and local laws, ordinances, and regulations in its activities.
5. The school support organization shall maintain a copy of its bylaws and minutes, and documentation of its recognition as a nonprofit organization.
6. The school support organization shall maintain financial records for a period of at least four (4) years.
7. The school support organization shall operate within the applicable standards and guidelines set by a related state association, if applicable, and shall not promote, encourage, or acquiesce in any violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
8. The school support organization's officers shall ensure that school support organization funds are safeguarded and are spent only for purposes related to the stated goals and objectives of the organization.
9. The school support organization shall obtain the approval from the Board of Education before undertaking any fundraising activity. The Board shall consider, at a minimum, the following when approving or denying a request by a school support organization to engage in a fundraising activity:
 - a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of the school district or an individual school within that district; and
 - b. Whether the fundraising activity is consistent with the goals and mission of the school or school district.

10. The school support organization shall provide access to all books, records, and bank account information for the school support organization to officials of the local school Board, local school principal, or auditors of the office of the comptroller of the treasury upon request.

11. A school representative cannot act as a treasurer or bookkeeper for a school support organization, or be a signatory on the checks for a school support organization. A majority of the voting members of any school support organization board should not be composed of school representatives.

The director may enact procedures to suspend or revoke the authorization of any school support organization for a failure to abide by the policies and procedures regarding school support organizations.

CONCESSIONS AND PARKING

The principal of a school may agree to allow an authorized school support organization to operate and collect money for a concession stand or parking at a related school academic, arts, athletic, or social event on school property without the prior approval of the director or director's designee. Any money payable to the school pursuant to the agreement with the principal will be considered school support group funds and not student activity funds if the school support organization provides the school with the relevant collection documentation required by the student activity funds manual produced by the State.

Legal References

1. Tenn. Code Ann. § 49-2-601, *et seq.*

Trousdale County Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Fundraising Activities	Descriptor Code: 2.601	Issued Date: 08/15/19
		Rescinds: 2.601	Issued: 11/22/16

1 *General*

2 The following guidelines shall be followed:¹

- 3 1. Fundraising activities including those of school support organizations shall be authorized by the
4 Board and shall be for the purpose of supplementing funds for established school programs and
5 not for replacing funds which are the responsibility of the Board.
- 6 2. Fundraising companies and other salespersons shall obtain permission in writing from the
7 Director of Schools' office in order to visit the schools.
- 8 3. Any commission payable by companies shall be paid in the form of reduced prices to the students
9 or paid into the activity fund of the school for use by the school. No school representative shall
10 personally benefit from any fundraising activity.
- 11 4. The principal shall obtain Board written approval from the Director of Schools for all fundraising
12 activities, including online fundraising activities. All fundraising activities shall have written
13 approval from the Board and comply with all administrative procedures issued by the Director
14 of Schools. The authorization request shall contain the following information:²
 - 15 a. A list of the proposed fundraising activities;
 - 16 b. Purpose of the fundraising activity;
 - 17 c. Proposed uses of funds raised;
 - 18 d. Expected student involvement in fundraising activity (school-wide, individual class, or
19 club); and
 - 20 e. Margin of profit and how it is to be paid to the school.
- 21 5. The Director of Schools shall determine whether or not the activity will benefit the school,
22 contribute to the welfare of the student body, and supplement, not replace, funds necessary to
23 fulfill the Board's required contributions.
- 24 6. Students shall not be excused from a regular class to participate in a fundraising activity. No
25 grade in a subject or course shall be affected by a student's participation in a fundraising activity.

7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students who do not participate in fundraising activities shall not be punished or discriminated against in any way.

This policy shall not be construed as preventing a teacher from using instructional or informational materials even though the materials might include reference to a brand, a product, or a service.

LOTTERIES

No fundraising activity shall be conducted which distributes prizes or makes awards to winners from among purchasers of chances by means of tickets through a random selection process.³

ONLINE FUNDRAISING

Individual schools may establish school-wide online fundraising accounts. The accounts shall meet all fundraising requirements established by the Board and the *Tennessee Internal School Uniform Accounting Policy Manual*. The principal of each school shall have access to the established fundraising account to ensure all funds are properly accounted for, and the information is recorded in the school's accounting records by the designated personnel. Online fundraising shall not be used on behalf and for the benefit of an outside party.

An employee shall not engage in online fundraising for educational purposes in his/her official capacity as a district employee or make any reference to non-school sponsored fundraisers, online or otherwise, that would lead another to believe such activity is an approved school fundraiser.

FUNDRAISING FOR NONEDUCATIONAL PURPOSES⁴

On approval of the principal, an employee may be authorized to raise and use funds for the following noneducational purposes:

1. Bereavement support;
2. Award recognition;
3. Employee morale; or
4. Banquets.

These funds shall be derived from vending machine revenue, donations, or special designated gifts.

The Director of Schools shall develop administrative procedures regarding the receipt, disbursement, accounting, and auditing of these noneducational funds. The Director of Schools shall ensure that the procedures are consistent with board policy and state law and disseminate them to all employees.

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-30, 4-31
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
3. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)
4. Public Acts of 2019, Chapter No. 134

Cross References

Revenues 2.400
School Support Organization 2.404
Audits 2.703
Vendor Relations 2.809
Student Activity Funds Management 2.900
Staff Gifts and Solicitations 5.605

Trousdale County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Field Trips and Excursions	Descriptor Code: 4.302 Rescinds: 4.302	Issued Date: 08/15/19 Issued: 11/11/10
---	---	---	---

1 Field trips designed to stimulate student interest and inquiry and to provide opportunities for social
2 growth and development are considered appropriate extensions of the classroom.

3 To be educationally beneficial, a field trip requires thoughtful selection, careful advance preparation of
4 the class, and opportunities for students to summarize the experience at the conclusion of the trip. To
5 this end, teachers and principals will be expected to consider the following factors in selecting field
6 trips:

- 7 1. Value of the activity to the particular class group or groups;
- 8
- 9 2. Relationship of the field trip activity to a particular aspect of classroom instruction;
- 10
- 11 3. Suitability of the activity and distance traveled in terms of the age level;
- 12
- 13 4. Mode and availability of transportation; and
- 14
- 15 5. Cost.

16 The following guidelines shall be followed in planning and conducting field trips and excursions:

- 17 1. Any teacher desiring to take a group of students on an educational field trip must obtain
18 advance approval of the principal;
- 19
- 20 2. The trip must have a definite purpose and reflect careful planning. Students should be prepared
21 by general class discussion and/or research;
- 22
- 23 3. Board authorization is required before fees can be requested of students. Teachers may request
24 but cannot require fees for trips during the school day. A fee waiver process must be provided
25 to all students and their parents or legal guardians at the time of request;
- 26
- 27 4. If bus transportation is required, the principal or his/her designee shall make the necessary
28 arrangements. A fee will be charged to the school for mileage when school system buses are
29 used;
- 30
- 31 5. Signed parental permission forms must be obtained for every student making an off-campus
32 trip beyond the immediate vicinity of the school. The principal shall ensure that these forms are
33 kept on file for the remainder of the school year. The form for parental permission must
34 include: purpose, date, time of departure and return, travel plans, destination, number of

- 1 chaperones, personal expense involved, rules of conduct and penalties for violation, and other
2 facts necessary for parents to be fully informed. This information is to be completed by the
3 school before the form is signed by the parent;
4
- 5 6. Overnight educational trips and chaperones must be approved by the principal and the director,
6 and the Board in advance. These groups must be accompanied by at least one regular staff
7 member and others from the school who are appropriate for adequate supervision and shall be
8 responsible for student conduct while away. There must be at least one female and one male
9 chaperone if the trip is for a mixed group;
10
- 11 7. The school must have a TBI/FBI background check, child abuse check, and vulnerable person's
12 registry check on file for the parents or guardians to attend off-campus field trips and/or school
13 activities.
14
- 15 8. Students shall not be penalized for participating in approved school-sponsored trips and
16 activities. Teachers shall permit students to make up class assignments missed because of a trip
17 or activity;
18
- 19 9. All accidents that occur on a school-sponsored trip must be reported by the teacher to the
20 principal immediately upon returning to school. Serious accidents involving personal injury
21 must be reported immediately to the principal and/or director of schools. An emergency shall
22 be dealt with promptly by the teacher or other members of the school staff by taking
23 appropriate action, including sending the student to the hospital or summoning medical aid or
24 ambulance. In cases where it is necessary to send the student to the hospital, reasonable effort
25 must be made to notify the parents.
26
- 27 10. Any school-sponsored trip not meeting the "educationally beneficial" criteria as defined in this
28 section must have prior approval of the director of schools or his/her designee;
29
- 30 11. Any school-sponsored trip which is both out-of-state and overnight must have prior approval
31 by the Board; and
32
12. The regular school buses are to be preferred above private cars. Principals will make the
request for use of school buses whenever school buses are to be used for transportation.

Cross References

Extracurricular Activities 4.300
Attendance 6.200