



Tennessee Investment in Student Achievement

Accountability Report Template

The Tennessee Investment in Student Achievement (TISA) public school funding formula marks a significant change in how Tennessee invests in public education. The TISA funding formula updates the way Tennessee funds public education for the first time in over 30 years to empower each student to read proficiently by third grade, prepare each high school graduate for postsecondary success, and provide resources needed for all students to ensure they succeed.

As part of TISA, T.C.A. § 49-3-112 requires each school district, starting in the 2023-24 school year, to submit an annual accountability report to the Tennessee Department of Education (department). This report must include:

- Goals for student achievement
 - One of the goals must include the district's plan to pursue the goal of seventy percent (70%) or more of the district's third grade students to score "met expectations" or "exceeded expectations" on the English Language Arts (ELA) portion of the TCAP tests. This goal must also detail the district's goal to increase 3rd grade ELA proficiency rates by 15% of the gap over the next three years (starting with the 2022-23 TCAP results) to achieve the district's stated goal of at least 70% of 3rd grade students proficient in ELA.¹
- Explanation how the district's stated goals can be met within the district's budget.
- For reports submitted **starting in the 2024-25** school year, a description of how the district's budget and expenditures from the prior school year enabled the district to make progress toward the stated student achievement goals.

Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1st.

Furthermore, each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to T.C.A. § 49-3-114 to determine whether the school district is taking the proper steps to achieve their stated goal.

This template is intended to assist districts in submitting their accountability reports to the department.

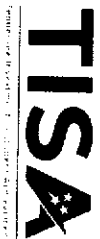
For questions, please contact tnedu.funding@tn.gov

Completed reports should be submitted in ePlan by **November 1, 2023**.

¹ T.C.A. § 49-3-114 requires the TISA Progress Review Board to review district TISA accountability reports and set a district's minimum goal to increase the district's 3rd grade proficiency by 15% of the gap to 70% in 3 years, starting with the 2022-23 TCAP results. This does not apply to districts who have 70% or more of 3rd grade students proficient in ELA.



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TISA Accountability Report Template

DISTRICT INFORMATION

District Name	Campbell County		
Director of Schools Name	Jennifer Fields		
District Point of Contact for TISA Accountability Report	Name	Jennifer Fields	
	Phone Number	423-562-8377	
	Email Address	jennifer.fields@ccps tn.net	
Percent of 3 rd grade students who scored proficient ("met expectations" or "exceeded expectations") on the English Language Arts (ELA) portion of the spring TCAP	31.3%		

DISTRICT GOAL STATEMENT(S)

Goal Statement 1: 3 rd Grade ELA Proficiency ²	70 % of students will score proficient on the 3 rd grade ELA TCAP by	2033 year
Goal Statement 2:	57.1 % of students will be Ready Graduates by 2033.	
Goal Statement 3:	54.6% of students will be proficient in Math by 2033.	
Goal Statement 4:		
Goal Statement 5:		

² Note: This is a required goal pursuant to T.C.A. § 49-3-112 and must include 70% or more of 3rd grade students proficient on the ELA TCAP. If your district already has 70% or more of 3rd grade students proficient in ELA, please state a goal that either maintains or increases that proficiency rate.



Education



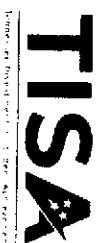
TISA Accountability Report Template

School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional.</i> Provide a copy of your district's budget when submitting this report to the department.
Goal Statement 1: 3 rd grade ELA proficiency ³	70% of students will score proficient (met expectations or exceeded expectations) on 3 rd grade ELA TCAP by the end of the 2032-2033 school year.			
Year 1: 2023-24 school year	33.3% of students will score proficient (M/E) on 3 rd grade ELA TCAP	3 rd grade ELA TCAP	HQIM: Prep of ELA units and lessons. Tutoring: High dosage/low ratio. Summer Learning Camps Intervention Teachers (RTI)	HQIM: Funds will be used to purchase decodable texts and adopted textbooks. Funds will also be used to staff all schools with instructional coaches to support teachers with HQIM lesson prep and training. Tutoring: Funds will be used for high dosage/low ration tutoring in all elementary and middle schools. Summer Learning Camps: Partner funding with state grants for rising K-9 grade students, with focus on grades 2, 3, and 4. Intervention Teachers: Supports will be given in all tiers, for staffing, and materials.

³ The annual outcome for 3rd grade ELA proficiency must include, but is not limited to, the district's goal to increase 3rd grade ELA proficiency rates by 15% of the gap over the next 3 years, starting with the 2022-23 TCAP results, to achieve the district's stated goal of at least 70% of 3rd grade students proficient in ELA. If the district already has 70% or more of 3rd grade students proficient in ELA, it is not required to state in your annual outcomes the 15% gap closure, but must still detail annual outcomes and metrics to either maintain or increase your district's 3rd grade ELA proficiency rates and other stated district goals.



Education



TISA Accountability Report Template

School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional.</i> Provide a copy of your district's budget when submitting this report to the department.
Year 2: 2024-25 school year	35.3%	3rd grade ELA TCAP	HQIM: Prep of ELA units and lessons. Tutoring: High dosage/low ratio. Summer Learning Camps Intervention Teachers (RTI)	HQIM: Funds will be used to purchase decodable texts and adopted textbooks. Funds will also be used to staff all schools with instructional coaches to support teachers with HQIM lesson prep and training. Tutoring: Funds will be used for high dosage/low ration tutoring in all elementary and middle schools. Summer Learning Camps: Partner funding with state grants for rising K-9 grade students, with focus on grades 2,3, and 4. Intervention Teachers: Supports will be given in all tiers, for staffing , and materials.
Year 3: 2025-26 school year	37.3	3rd grade ELA TCAP	HQIM: Prep of ELA units and lessons. Tutoring: High dosage/low ratio.	HQIM: Funds will be used to purchase decodable texts and adopted textbooks. Funds will also be used to staff all schools with instructional coaches to support teachers with HQIM lesson prep and training.

School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional</i> Provide a copy of your district's budget when submitting this report to the department.
			<p>Summer Learning Camps</p> <p>Intervention Teachers (RTI)</p>	<p>Tutoring: Funds will be used for high dosage/low ration tutoring in all elementary and middle schools.</p> <p>Summer Learning Camps: Partner funding with state grants for rising K-9 grade students, with focus on grades 2,3, and 4.</p> <p>Intervention Teachers: Supports will be given in all tiers, for staffing , and materials.</p>
Year 4: 2026-27 school year	40.3	3rd grade ELA TCAP	<p>HQIM: Prep of ELA units and lessons.</p> <p>Tutoring: High dosage/low ratio.</p> <p>Summer Learning Camps</p> <p>Intervention Teachers (RTI)</p>	<p>HQIM: Funds will be used to purchase decodable texts and adopted textbooks. Funds will also be used to staff all schools with instructional coaches to support teachers with HQIM lesson prep and training.</p> <p>Tutoring: Funds will be used for high dosage/low ration tutoring in all elementary and middle schools.</p> <p>Summer Learning Camps:</p>



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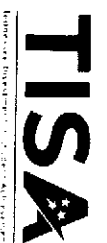


TISA Accountability Report Template

School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional:</i> Provide a copy of your district's budget when submitting this report to the department.
				Partner funding with state grants for rising K-9 grade students, with focus on grades 2, 3, and 4. Intervention Teachers: Supports will be given in all tiers, for staffing, and materials.
Year 5: 2027-28 school year	44.3	3rd grade ELA TCAP	HQIM: Prep of ELA units and lessons. Tutoring: High dosage/low ratio. Summer Learning Camps Intervention Teachers (RTI)	HQIM: Funds will be used to purchase decodable texts and adopted textbooks. Funds will also be used to staff all schools with instructional coaches to support teachers with HQIM lesson prep and training. Tutoring: Funds will be used for high dosage/low ration tutoring in all elementary and middle schools. Summer Learning Camps: Partner funding with state grants for rising K-9 grade students, with focus on grades 2, 3, and 4. Intervention Teachers: Supports will be given in all tiers, for staffing, and materials.



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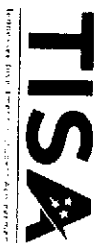


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School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional.</i> Provide a copy of your district's budget when submitting this report to the department.
Goal Statement 2: 57.1 % of students will be Ready Graduates by 2033.				
Year 1: 2023-24 school year	30.1	Ready Graduate Indicator	College and Career Coaches; Career Exploration Course; Career Interest Inventory; Ayers Scholars Program; ACT Boot Camps	Our district plans on using our budget to provide multiple supports to help students attain Ready Graduate status. Multiple adults will be working with students to help them find the right path to accomplish their postsecondary goals.
Year 2: 2024-25 school year	33.1	Ready Graduate Indicator	College and Career Coaches; Career Exploration Course; Career Interest Inventory; Ayers Scholars Program	Our district plans on using our budget to provide multiple supports to help students attain Ready Graduate status. Multiple adults will be working with students to help them find the right path to accomplish their postsecondary goals.
Year 3: 2025-26 school year	36.1	Ready Graduate Indicator	College and Career Coaches; Career Exploration Course; Career Interest Inventory; Ayers Scholars Program	Our district plans on using our budget to provide multiple supports to help students attain Ready Graduate status. Multiple adults will be working with students to help them find the right path to accomplish their postsecondary goals.
Year 4: 2026-27 school year	39.1	Ready Graduate Indicator	College and Career Coaches; Career	Our district plans on using our budget to provide multiple supports to help students attain



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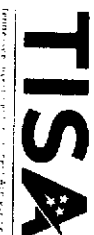


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School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional.</i> Provide a copy of your district's budget when submitting this report to the department.
			Exploration Course; Career Interest Inventory; Ayers Scholars Program	Ready Graduate status. Multiple adults will be working with students to help them find the right path to accomplish their postsecondary goals.
Year 5: 2027-28 school year	42.1	Ready Graduate Indicator	College and Career Coaches; Career Exploration Course; Career Interest Inventory; Ayers Scholars Program	Our district plans on using our budget to provide multiple supports to help students attain Ready Graduate status. Multiple adults will be working with students to help them find the right path to accomplish their postsecondary goals.
Goal Statement 3:	54.6% of students will be proficient in Math by 2033.			
Year 1: 2023-24 school year	27.6	TNReady/EOC Success Rate	District Math Coach; District RTI Coordinator; Math IPG; Core Office Math Supports; Edulastic; Mastery Connect	Our district is strategically allocating its budget to bolster mathematics education. We're investing in a District Math Coach for consistent teaching methodologies, a District RTI Coordinator for targeted interventions, and tools like Math IPG, Core Office Math Supports, Edulastic, and Mastery Connect to ensure a comprehensive approach to student achievement.
Year 2: 2024-25 school year	30.6	TNReady/EOC Success Rate	District Math Coach; District	Our district is strategically allocating its budget to bolster



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School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional:</i> Provide a copy of your district's budget when submitting this report to the department.
			RTI Coordinator, Math IPG, Core Office Math Supports, Edulastic, Mastery Connect	mathematics education. We're investing in a District Math Coach for consistent teaching methodologies, a District RTI Coordinator for targeted interventions, and tools like Math IPG, Core Office Math Supports, Edulastic, and Mastery Connect to ensure a comprehensive approach to student achievement.
Year 3: 2025-26 school year	33.6	TNReady/EOC Success Rate	District Math Coach; District RTI Coordinator; Math IPG; Core Office Math Supports; Edulastic; Mastery Connect	Our district is strategically allocating its budget to bolster mathematics education. We're investing in a District Math Coach for consistent teaching methodologies, a District RTI Coordinator for targeted interventions, and tools like Math IPG, Core Office Math Supports, Edulastic, and Mastery Connect to ensure a comprehensive approach to student achievement.
Year 4: 2026-27 school year	36.6	TNReady/EOC Success Rate	District Math Coach; District RTI Coordinator; Math IPG; Core Office Math Supports;	Our district is strategically allocating its budget to bolster mathematics education. We're investing in a District Math Coach for consistent teaching methodologies, a District RTI



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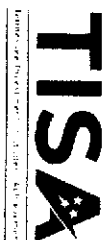


TISA Accountability Report Template

School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps <small>This may include descriptions of district-based programs, staffing, and intervention services for students.</small>	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional:</i> Provide a copy of your district's budget when submitting this report to the department.
			EduLastic; Mastery Connect	Coordinator for targeted interventions, and tools like Math IPG, Core Office Math Supports, EduLastic, and Mastery Connect to ensure a comprehensive approach to student achievement.
Year 5: 2027-28 school year	39.6	TNReady/EOC Success Rate	District Math Coach; District RTI Coordinator; Math IPG; Core Office Math Supports; EduLastic; Mastery Connect	Our district is strategically allocating its budget to bolster mathematics education. We're investing in a District Math Coach for consistent teaching methodologies, a District RTI Coordinator for targeted interventions, and tools like Math IPG, Core Office Math Supports, EduLastic, and Mastery Connect to ensure a comprehensive approach to student achievement.
Goal Statement 4:				
Year 1: 2023-24 school year				
Year 2: 2024-25 school year				
Year 3: 2025-26 school year				
Year 4: 2026-27 school year				
Year 5: 2027-28 school year				



Education



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School Year	Annual Outcome(s)	Associated Metrics/Data	Action Steps This may include descriptions of district-based programs, staffing, and intervention services for students.	Describe how your district intends to use their budget to execute the action steps and meet the stated goal. <i>Optional.</i> Provide a copy of your district's budget when submitting this report to the department.
Goal Statement 5:				
Year 1: 2023-24 school year				
Year 2: 2024-25 school year				
Year 3: 2025-26 school year				
Year 4: 2026-27 school year				
Year 5: 2027-28 school year				

Public Comment

The TISA accountability report must be presented for public comment to parents, educators, and local community members prior to its submission to the department by November 1 each year.

Date(s) of opportunity for local public comment	10/5/2023 - 10/17/2023
Description of public comment opportunities (e.g. collection of written comments, public hearing, local board meeting discussion, etc.)	Local School Board Meeting, Public Comments on the district website.
Summary of public comment received, if any.	Boar

Public Comment

The TISA accountability report must be presented for public comment to parents, educators, and local community members prior to its submission to the department by November 1 each year.

Description of how your district did or did not incorporate public comment received into the final accountability report submission.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Campbell Co Schools**

THIS CUSTOMER MARKETING AGREEMENT (the "Agreement") is made and entered into as of the 1st day of October, 2023 (the "Effective Date"), by and between CCBCC OPERATIONS, LLC ("CCBCC"), and Campbell Co Schools ("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:

1. Product Sale and Distribution.

(a) General. During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise 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, isotonic 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. Sponsor is entering into this Agreement with the understanding that it will have the flexibility to sell a range of Beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on Sponsor's rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement.

(b) 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. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the servicing of Full Service Vending Machines may be provided by a full line operator as set forth in Section 7 of Exhibit B.

(c) 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.

(d) 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, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, "Cold Cases"). Products sold through Cold Cases shall be purchased by Customer from CCBCC or an Authorized Distributor (as defined below) 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 Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

(e) 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 CCBCC shall be entitled to the remedies set forth in Exhibit B, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

2. 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.

3. 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 as 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 unearned 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.

5. **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, as of the end of any Agreement Year (as defined below) during the Initial Term of the Agreement, there is any unused 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 be forfeited and shall not roll over to the 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 of the Initial Term 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.

6. **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 request all of the Product Support available for such year, the amount of any Product Support not requested by Customer shall not carry over to 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 Support in 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 then-current prices for the Products.

7. **Prices and Commission.**

(a) **Product Prices.** Subject to Sections 22 and 23, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC's trade letter pricing in effect from time to time, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.

(b) **Commission on Sales.** CCBCC shall pay to Customer a commission on CCBCC's sales of Products through any Full 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. Notwithstanding the foregoing, if the servicing of Full Service Vending Machines is transferred to a full line operator pursuant to Section 7 of Exhibit B, Commissions will be paid in accordance with the terms thereof.

8. **Equipment.**

(a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and 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 it will (i) maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse 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 Section 3(b) of Exhibit B.

(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.

(c) **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.

9. **Term and Termination.** As used herein, "Initial Term" means the initial term of this Agreement set forth in Section 1 of Exhibit B. This Agreement will conclude at the end of the Initial Term (established in Section 1 of Exhibit B) and may be terminated during the Initial Term by either party giving the other party written notice of termination at least thirty (30) days prior. 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 insolvent or is otherwise subject to bankruptcy, insolvency or other similar disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.

10. **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 equity.

11. **Repayment of Fees Upon Termination.** Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but 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.

12. **Representations, Warranties 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.

13. **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 (including, without limitation, the terms and conditions of 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.

14. **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. Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless 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.

15. **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.

16. **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 of CCBCC.

17. **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), overnight 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).

18. **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.

19. **Right of First Refusal.** Prior to, and 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 retail locations following the expiration or termination of the term hereof, 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.

20. **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 for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third 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.

21. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any outlet, 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 outlets or spaces therein); provided,

however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any Minimum Total Purchase Requirements set forth in Exhibit B.

22. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect in its sole discretion at any time to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "Authorized Distributor"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:

(a) Customer would purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to Section 22(b);

(b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("Authorized Distributor Delivered Products") solely if and to the extent set forth in Exhibit A.

(c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("TCCC Products") or (ii) Bag-in-Box Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fuze, Fresca and any line extensions of those brands;

(d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any Minimum Total Purchase Requirements set forth in Exhibit B, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and

(e) All rebates on Authorized Distributor Delivered Products set forth in Exhibit A will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.

23. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) 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 oral 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 orally, but only by an instrument in writing, signed by the parties hereto, 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.

[Signature Page Follows.]

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

"CCBCC"

CCBCC OPERATIONS, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

4100 Coca-Cola Plaza

Charlotte, NC 28211

Attention:

Email:

"Customer"

Campbell Co Schools

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

555 Main St

Jacksboro, TN 37757

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Campbell Co Schools**

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

1. Locations

Customer #	Name	Address	City	State	Zip
See List attached					

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

One-Time Initial Marketing Fee

CCBCC shall pay a one-time, Initial Marketing Fee to Customer in the amount of Four Thousand and 00/100 Dollars (\$4,000.00), which amount shall be due and payable in full by December 1, 2023, subject to submission of an invoice by Customer to CCBCC. Notwithstanding the foregoing, payment will not be made until after initial delivery is made.

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement shall be Four Thousand and 00/100 Dollars (\$4,000.00), subject to the provisions of Section 2 of Exhibit B, which amount shall be paid in arrears after each Agreement Year. Subject to submission of an invoice by Customer to CCBCC (and the provisions of Section 2 of Exhibit B), the annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates following each Agreement Year set forth in the chart below. Notwithstanding the foregoing, payment for Agreement Year 1 will not be made until after initial delivery is made.

Agreement Year	Payment Due Dates
Year 2	11/1/2024
Year 3	11/1/2025
Year 4	11/1/2026

Rebates

During the Initial Term of this Agreement and subject to Section 22, CCBCC will pay Customer a rebate for each case and/or gallon of Products sold to Customer by CCBCC as set forth below. 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	Units Per Case	Cost Per Case	Payment Timing
20 oz. CSD	24	\$22.83	On Invoice
20 oz. PowerAde/vitaminwater	24	\$22.83	On Invoice
20 oz. Dasani	24	\$14.99	On Invoice
B&C Rebate Begin Date October 1, 2023		B&C Rebate End Date September 30, 2027	

3. Marketing Support

The annual Marketing Support for Powerade Gear during each Agreement Year of the Initial Term shall have a value of Two Thousand and 00/100 Dollars (\$2,000.00). 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.

5. 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:

1. **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 CCBCC's 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.

3. **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]

6. 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 BRANDS		MANDATORY PACKAGES		MANDATORY ANCILLARY		MANDATORY EQUIPMENT
x	Carbonated Drinks	x	20 oz		Trademark Cups	x	Cooler
x	Dasani Water		Fountain		Lids	x	Vendor
x	Powerade Isotonic		12 oz Cans		CO2		Fountain
	Gold Peak Tea		2 Liter		Brewed Tea		Barrel
	Monster Energy		Glass Bottle		Brewed Coffee		Rack
	Vitaminwater				Tumblers		
	Smartwater						
	Body Armor						
	Minute Maid						
	Dunkin Donuts						

If Customer elects to obtain CO2 through CCBCC, CCBCC, in its sole discretion, may arrange to have the CO2 products and services provided by CCBCC's preferred third party provider of CO2 products and services, in accordance with the pricing and other terms offered by such third party provider. CCBCC is not obligated to provide CO2 products and services directly.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Campbell Co Schools**

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

1. Initial Term

Agreement Start Date: 10/01/2023

Agreement End Date: 9/30/2027

Total Number of Years: 04 Years

2. Prices

(a). Prices and Adjustments. 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 in accordance with CCBCC's trade letter pricing in effect from time to time. 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, and Customer shall make payment, in accordance with CCBCC's usual and customary practices in effect from time to time. 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%) per month 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.

3. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

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:

<u>Product</u>	<u>Vend Rates</u>
20 oz. Carbonated Soft Drinks/Dasani	\$2.50
20 oz. PowerAde	\$2.50
20 oz. Dasani	\$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:

<u>Product</u>	<u>Commission Rate</u>
20 oz. Carbonated Soft Drinks/Dasani	25%
20 oz. PowerAde	25%
20 oz. Dasani	25%

The Commission rates for any additional Products sold through Full Service Vending Machines at the Locations and not listed above shall be paid at 25%

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.** Commissions shall be computed by CCBCC monthly and paid by CCBCC to Customer in quarterly instalments 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.

7. Transfer of Full Service Vending to FLOs

Notwithstanding any provision of this Agreement (including Sections 5 and 6 of this Exhibit B) to the contrary, CCBCC may elect at any time in its sole discretion to transfer all servicing of Full Service Vending Machines at the Locations ("FSV Services") to a third party full line operator (an "FLO"), and if CCBCC elects to transfer FSV Services to a FLO, the following terms and conditions will apply:

(a) the FLO will be solely responsible for stocking such vending machines, removing cash and other proceeds from sales of Products, and providing any repair and maintenance services for the vending machines, and all cash and other proceeds from the sale of Products in such vending machines shall be at all times the property of the FLO;

(b) the FLO will stock the Full Service Vending Machines in accordance with the FLO's stocking and delivery policies in effect from time to time;

(c) the FLO will provide repair and maintenance services for the Full Service Vending Machines in accordance with its repair and maintenance terms and conditions in effect from time to time;

(d) Customer shall provide the FLO with reasonable access to the Full Service Vending Machines to stock the machines, perform any necessary repair and maintenance and to remove, replace or install Full Service Vending Machines; Customer shall not perform any repair or maintenance on the Full Service Vending Machines without the FLO's prior authorization;

(e) all Commissions set forth in Section 6 above will be paid by the FLO consistent with past practice by CCBCC at the times set forth in Section 6 or otherwise in accordance with the payment policies of the FLO in effect from time to time, and CCBCC will have no responsibility to pay commissions to Customer so long as the FLO provides FSV Services; and

(f) Full Service Vending Machines serviced by the FLO pursuant to this Section 7 may include vending machines owned by CCBCC and/or vending machines owned by the FLO. Any vending machines owned by the FLO shall remain the property of the FLO at all times. CCBCC shall have no obligation or liability with respect to the FSV Services performed by any FLO or any vending machines serviced by the FLO.

(g) From time to time, CCBCC may elect to change the FLO providing FSV Services at the Locations in the event CCBCC determines in its sole discretion that the incumbent FLO is not providing adequate service at the Locations, the incumbent FLO desires to terminate provision of FSV Services at the Locations or CCBCC otherwise determines that the appointment of a new FLO is in the best interests of the parties.

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
Campbell Co Schools**

EQUIPMENT

Full Service Vending Machine Listing

Installation Site at the Locations

Other Equipment Listing

Installation Site at the Locations

4. Mr. Eric Smith made the motion to approve Resolution No: 2018-08 Property Conservation Matching Grant Program, seconded by Mr. Patrick Pebley. All Council Members present voted yes.
5. Ms. Vickie Heatherly spoke regarding 1.5 acres of parcel land across the street from Shoney's that is owned by Tennessee Valley Authority contract No. TV-30509A (*Exhibit "A"*), solely to be used for school and community playground purposes. No permeant structures are allowed. Email from David Forster, TVA Recreation and Shoreline Management discusses in detail of named TVA Tract XNR-26PT (*Exhibit "B"*). Lease Agreement by Cantrell Law Firm, on October 16, 2018, Campbell County Board of Education voted to approve subletting the TVA property to the Town of Caryville with stipulations that Town of Caryville carried insurance on the property and if we put a structure on there and go into litigation the costs is on Town of Caryville not the Board of Education. If Town of Caryville no longer wants to maintain the property then it goes back to the Board of Education. After Town of Caryville signs agreement with proof of insurance then it goes back to TVA for approval before we can do anything to property (*Exhibit "C"*). Ms. Vickie Heatherly, Ms. Beth Lawson and Mr. Jordan Rockwell with ETDD, are going to Community Development Center to see about funding for a walking trail, a place for the kids to go, a shelter for birthday parties, playground, splash pad, and a place for travelers to get off the Interstate to rest. Ms. Vickie Heatherly made the motion to approve lease agreement, seconded by Ms. Beth Lawson. All Council Members present voted yes.
6. Ms. Beth Lawson spoke concerning annual Christmas Light Contest. The contest will run through December 21. Prizes will be \$300 for 1st place, \$200 for 2nd place, and \$100 for 3rd place. Prizes will be given in January meeting.
7. This item will be discussed in the next Workshop
8. Mr. Eric Jones made the motion to hire David Hatmaker after his 90 days probationary period, seconded by Mr. Patrick Pebley. All Council Members present voted yes.
9. This item will be discussed in the next Workshop
10. Mr. Lloyd Lawson made the motion to put an ad in the paper posting no hunting in the City limits of Caryville in the Powder Springs area, seconded by Mr. Patrick Pebley. Citizens are complaining of hunters being on private property in the city limits. All Council Members present voted yes.
11. Council discussed Christmas bonuses. Budgeted \$7,000, but with employee turnover it has went up to \$7,950 needing budget amendment. Fire Chief is a Department Head. Council agrees to revisit discussion during budget time for next year.



CONTRACT NO. TV-30509A

LICENSE AGREEMENT

BETWEEN

TENNESSEE VALLEY AUTHORITY

AND

CAMPBELL COUNTY BOARD OF EDUCATION

FOR

OCCUPANCY AND USE OF LAND FOR SCHOOL PLAYGROUND

THIS AGREEMENT, made and entered into as of the 9th day of October, 1967, by and between the TENNESSEE VALLEY AUTHORITY (hereinafter called "TVA"), a corporation created by the Tennessee Valley Authority Act of 1933, and CAMPBELL COUNTY BOARD OF EDUCATION (hereinafter called "Licensee"),

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. The TVA hereby grants to the Licensee a license to occupy and use, subject to all the terms and conditions hereinafter stated, the following described premises:

A parcel of land containing approximately 1.5 acres located in the Third Civil District of Campbell County, at Caryville, Tennessee.

Said premises are shown colored in red on the sketch map attached and made a part hereof as Exhibit A.

2. The premises may be occupied and used by Licensee solely for school and community playground purposes, beginning October 9, 1967,

and continuing until this agreement is terminated as provided in Article 4 hereof. Licensee expressly covenants and agrees that the premises hereby licensed shall at all times that this license is in effect be made available for use for recreational purposes by all members of the general public without distinction or discrimination, including discrimination on account of race, color, or national origin, and in full compliance with the provisions of Title 6 of the Civil Rights Act of 1964 and Part 302 of Chapter II of Title 18 of the Code of Federal Regulations, which provisions are incorporated herein by reference and made a part hereof. Licensee shall also comply with any future amendments to said Act or regulations, which, upon enactment or adoption, shall automatically become a part of the license.

3. In the use of the premises granted hereunder the licensee shall have the right to do minor grading and leveling, to landscape, to remove obstructions, and to install backstops, goal posts, swings, bases, nets, etc., but only to the extent necessary to make the area more useable as a playground. No permanent buildings or structures may be placed on the premises. The work and/or facilities above enumerated shall not be undertaken or installed, however, unless and until the design and proposed location thereof have been approved in writing by TVA.

4. Either party may terminate this agreement at any time by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the termination date therein specified. Any notice mailed addressed to the Licensee at the address indicated herein or delivered to the Licensee shall be notice by TVA. Any notice mailed or delivered to Manager of Properties, Eastern Branch, Tennessee Valley Authority, Morristown, Tennessee, shall be notice by the Licensee, unless and until TVA shall designate a different representative or address.

Upon any termination of this agreement Licensee shall quit the premises, and, subject to the provisions of Article 6 hereof, shall surrender the occupancy and use of the premises to the TVA. Any termination of this agreement, howsoever caused, shall be entirely without prejudice to the rights of the TVA then accrued hereunder.

5. In all matters relating to this agreement, the Superintendent of Campbell County Schools, Jackaboro, Tennessee, shall act for the Licensee, unless and until Licensee shall designate a different representative or address.

6. All fixtures or equipment placed upon the premises by Licensee shall be and remain the property of Licensee and may be removed therefrom at any time prior to the termination of this agreement and at any time within thirty (30) days after any termination of this agreement. The Licensee shall upon the removal of any or all such property promptly repair any damage to the premises resulting from the placing, maintenance, and removal of said property and shall upon any termination of this license restore the premises to a condition satisfactory to TVA. Any property or equipment of Licensee not removed from the premises within thirty (30) days after any termination of this agreement shall become the property of TVA. All property and/or equipment of the Licensee shall be on the premises at the sole risk of Licensee.

7. TVA does not warrant that the premises are safe or suitable for the purposes for which they are permitted to be used under the terms of this agreement. TVA reserves the right to enter upon the premises at any time for the purpose of inspecting the premises, for the purpose of conducting any operation or program upon the premises, and for the purpose of going to and from any lands of TVA which adjoin the premises.

8. In accepting this license, it is understood by the licensee that TVA may at any time manipulate the waters of Norris Lake, submerge all or any portion of the lands which are the subject of this license, or draw down the waters of said lake, all in such manner as it may see fit without liability or obligation to the licensee, and the licensee's use of and operation on the licensed lands shall at all times be subject to the risk of such manipulation, submergence, or drawdown.

9. Licensee shall not permit or suffer any offensive use of the premises and shall refrain from acts which may have a tendency to cause undue soil erosion thereon. Licensee shall not, except with the prior written approval of TVA, cut or permit cutting of any growing trees or shrubs standing upon the premises. Licensee shall keep the premises at all times in a clean and sanitary condition.

10. Licensee covenants that it will not use the premises for any purpose that will result in the draining or dumping into the reservoir of any refuse, sewage, or other material which in the judgment of TVA would degrade water quality to an extent that would be incompatible with the public interest, and that it will control all wastes which might be discharged into the reservoir in accordance with waste disposal plans which shall first have been approved in writing by TVA.

11. Licensee shall save the United States of America and/or TVA harmless from any and all liability for personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this agreement, except liability for personal injuries, property damage, or loss of life or property caused by the sole negligence of the United States of America and/or TVA.

12.. No assignment of this agreement or of any interest therein and no sublicense for any purpose shall be made or granted by Licensee without the prior written consent of TVA.

13. This agreement in no way constitutes or evidences approval by TVA, within the meaning of Section 26a of the Tennessee Valley Authority Act, of any facility placed or to be placed by Licensee upon the premises covered by this agreement. No structure or facility for which approval is required under Section 26a shall be constructed until plans for such structure or facility have been submitted to the TVA Committee for the Administration of Section 26a and approved by the TVA Board of Directors in accordance with established procedure.

14. Licensee agrees that it does not, and shall not, claim at any time any interest or estate of any kind or extent whatsoever in the premises by virtue of this agreement or its occupancy and use hereunder.

15. This license is granted subject to such rights as may be vested in third parties to rights-of-way for a telephone line, water pipelines, an electric power line, and to the county and/or third parties to rights-of-way for roads.

16. The existing license agreement between TVA and Campbell County Board of Education bearing Contract No. TV-25606A is hereby terminated by mutual agreement with the understanding that the effective date of the termination shall be the beginning date of this agreement as provided in Article 2 hereof.

17. No member of or delegate to Congress or Resident Commissioner or employee of TVA shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

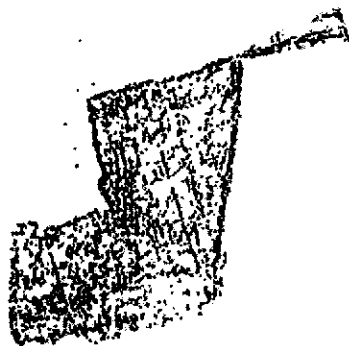
IN WITNESS WHEREOF, the parties have executed this instrument as
of the day and year first above written.

TENNESSEE VALLEY AUTHORITY

By Mary Ann Bell
Manager of Properties *att. law*

CAMPBELL COUNTY BOARD OF EDUCATION

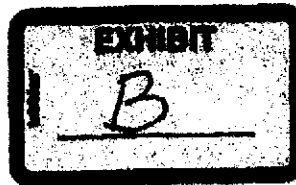
By E. J. Murray
Superintendent
Campbell County Schools



Approx. 1.5 acres

EXHIBIT A





Jordan Rockwell

From: Jordan Rockwell
Sent: Friday, September 21, 2018 9:45 AM
To: 'vheatherly@comcast.net'
Subject: FW: Caryville Park Parcel
Attachments: XNR-26PT_19947_TV-30509A Campbell County Board of Education License.pdf;
XNR-26PT_TV 30509A_Map.pdf

From: Forster, David Benjamin [mailto:dbforster@tva.gov]
Sent: Wednesday, May 02, 2018 11:08 AM
To: 'Andy Wallace' <awallace@CAMPBELLCOUNTYGOV.COM>; clint.bane@yahoo.com
Cc: Jordan Rockwell <JRockwell@ETDD.org>; Harrell, David B <dbharrell@tva.gov>
Subject: RE: Caryville Park Parcel

This turned out to be an interesting research project but I now have an answer for you. I am sorry for the delay but I felt that good details were necessary to answer your questions.

The only TVA-owned tract in your map is actually called TVA Tract XNR-26PT and it lies over a portion of the two tracts you noted. The rest of the portions of tracts you highlighted actually show as having been previously sold by TVA (to whom I do not know). I have created and attached a D-stage map of XNR-26PT to show exactly where it lies and where the rest of the property lies that has been sold.

XNR-26PT is still owned by TVA but currently under a license agreement with Campbell County Board of Education for the purpose of being used for "...school and community playground purposes..." (Item #2 of the attached License). Again, this usage designation only applies to that portion of TVA land (XNR-26PT) under said license agreement. The remainder of the portions of land/tracts that you referenced show as having been sold previously and TVA does not have a say in their usage designations.

As for the elevation of XNR-26PT, TVA's records show that it lies above the 1044 elevation of Norris reservoir. While that record does in fact state such, it would be highly recommended that a surveyor become involved should the usage of said tract ever be requested to be changed. That would be to ensure that the requested usage at that time is possible with the physical elevation found at that time.

As for the City using the tract to create a park, the designation of the tract does allow for such usage. However, the license is in the name of the Campbell County Board of Education (BOE). If the City were to go through the BOE to have the park established and the license holder/owner/operator did not change, then I do not see any issue with XNR-26PT being used for a City (or community) park - especially since the license agreement specifies "...community playground...". If the City wants the license to be in their own name (without the BOE being involved) then TVA would have to work with the BOE and City to revoke/abandon the existing license and the City would have to then apply for such license and usage. This process would require some paperwork processing between TVA, the BOE, and the City. TVA will be happy to assist all parties with such if that is the best route chosen. However, if the City and BOE are essentially one-in-the-same (or partners within the same governmental structure) and the BOE is not opposed to keeping the license in their name, then installing a City park is not a problem. TVA may require an updated Land Use Permit (to go along with the existing license agreement) documenting the TVA approval of said structures based upon plans submitted to TVA, but that would be the extent of such approvals needed (a lot less paperwork this way).

One final thing to mention is that in the past there has been some discussion about building a welcome/visitors center on said tract. Please understand that if this option is so desired, that would change the usage of the tract and not align with the terms of the existing license agreement. In this case, the license agreement would have to be revoked/abandoned by the BOE and the City would have to apply to TVA with their specific plans for what is being requested. The tract would most likely have to be changed to 30-yr easement instead of a license. This is a lengthier and more costly process, but it is something TVA has done numerous times. I mention this point to merely show that the tract can be available for a variety of purposes so long as it aligns with TVA's Developed Recreation Guidelines and public access. However, if the BOE and the City are not one-in-the-same (or partners), then TVA would not require the revocation/abandonment of the existing license unless certain terms were not met of said document. TVA does not make a habit of revoking/abandoning our licenses/agreements with entities unless there is a very specific case in which such solution is absolutely needed and the only resolution remaining. TVA tries very hard to keep the licenses/agreements in place for the overall community's benefits if at all possible.

I hope this answers your questions. If you have more, please don't hesitate to call or email me.

David Forster

TVA Recreation and Shoreline Management
865-682-1858 (office)
865-661-8317 (cell)
dbforster@tva.gov

From: Andy Wallace [<mailto:awallace@CAMPBELLCOUNTYGOV.COM>]
Sent: Wednesday, April 18, 2018 2:34 PM
To: Forster, David Benjamin; clint.bane@yahoo.com
Cc: Jordan Rockwell
Subject: FW: Caryville Park Parcel

TVA External Message. Please use caution when opening.

Let me start by introducing everyone:

David Forster – TVA Recreation and Shoreline Management
Clint Bane – Chairman, Campbell County School Board
Jordan Rockwell – Community Planner ETDD (Campbell County, Caryville)

David I'm not sure you are the correct person to answer this question. Attached is a parcel of land that is in Caryville, TN just off the interstate across from Cove Lake. I have been told in the past that the property in below the 1020 and belongs to TVA. The property is adjacent to the old Caryville Elementary School property and I've also been told that the BOE holds a lease on the property with TVA. Knowing that TVA has excellent records who can answer the question of who owns and/or has rights to the property and can the City use the property for a park?

Andy Wallace

Deputy County Mayor
Campbell County, TN

"The Road Home Leads to Campbell County, TN"

590 Main Street
Jacksboro, TN 37757
(423) 562-2526 Office
(423) 562-2075 Fax

Exhibit "C"

DAIL R. CANTRELL*
KRYSTA E. BROWN
W. LUCAS ARNOLD

DANIEL R. GOODGE*
"OF COUNSEL"
RACHEL N. WATSON
"OF COUNSEL"

*CERT RULE 31 CIVIL/FAMILY MEDIATOR



dcantrell@cantrell-law.com
kbrown@cantrell-law.com
larnold@cantrell-law.com

Carla Taylor - Office Mgr.
ctaylor@cantrell-law.com
865.457.9100

www.cantrell-law.com

November 9, 2018

Attn: Crystal Creekmore
VIA EMAIL ONLY

Attn: Vickie Heatherly
vheatherly@comcast.net

RE: Caryville Property

Dear Chairman Creekmore and Ms. Heatherly:

I hope you are both having a pleasant fall. As you are aware, the Campbell County Board of Education met in regular session on Tuesday, October 16, 2018, and voted to approve taking any necessary action regarding the subletting of the TVA property where the old Caryville school sat in the City of Caryville. Along those lines please find attached an agreement, which attaches TVA contract no. TB-30509A entered into on the 9th day of October, 1967 between the Tennessee Valley Authority and the Campbell County Board of Education. This matter has already been approved by the Board of Education; therefore, the next step is for both the City of Caryville and TVA to approve it.

Further, please find attached an email from Jordan Rockwell, which was sent from David Benjamin Forster with TVA. As you can see his email basically sets forth TVA's position on this property.

Vickie, if this document meets with your approval, I would suggest that it be signed by the City of Caryville; forwarded to Chairman Creekmore for her signature; and then submitted to the Tennessee Valley Authority for their signature.

In closing, if any of you have any questions, please do not hesitate to give me a call.

Sincerely,

THE CANTRELL LAW FIRM

Dail R. Cantrell
DRC:cft

CLINTON OFFICE:

362 S. Charles G. Selvers Blvd.
Clinton, Tennessee 37716
865.457.9100 (Telephone)
865.463.7881 (Facsimile)

KNOXVILLE OFFICE:

531 Callahan Drive, Suite 101
Knoxville, Tennessee 37912
865.999.0101 (Telephone)
865.463.7881 (Facsimile)

MAILING:

Post Office Box 299
Clinton, Tennessee 37717

LEASE AGREEMENT

Come now the undersigned, the Campbell County Board of Education, hereinafter referred to as "BOE," and the City of Caryville, hereinafter referred to as "City," and do hereby enter a Lease Agreement whereby the BOE will sublet property owned by the Tennessee Valley Authority referenced in contract no. TVA TB-30509A, which is attached as Exhibit "A" to this Lease Agreement.

WHEREAS: On or about October 9, 1967, the Tennessee Valley Authority entered into a License Agreement with the BOE for occupancy and use of land for a school playground located in Caryville, Tennessee, more particularly identified in Exhibit "A."

WHEREAS: Pursuant to paragraph twelve (12) of the License Agreement, the Tennessee Valley Authority and the BOE agreed as follows:

"12. No assignment of this agreement or of any interest therein and no sublicense for any purpose shall be made or granted by licensee without the prior written consent of TVA."

WHEREAS: On or about September 21, 2018, David Forster, on behalf of the Tennessee Valley Authority, responded to a written request from Jordan Rockwell, on behalf of the City, concerning the request by the City to use the property in question to create a playground/park.

WHEREAS: The Tennessee Valley Authority, as referenced in the September 21, 2018 email sent by their agent and representative, David Forster, attached as Exhibit "B" to this document, stated as follows:

"If the City were to go through the BOE to have the park established and the license holder/owner/operator did not change, then I do not see any issue with XNR- 26PT being used for a city "or community" park- especially since the License Agreement specifies "...community playground.""

WHEREAS: The parties desire that the BOE maintain the License Agreement with the Tennessee Valley Authority and allow for a sublicense to be granted to the City with the understanding that the City will obtain and maintain property insurance on said playground/park, totally indemnifying the BOE from any liability, and that this matter be approved by the City Council or Board of Alderman of the City.

WHEREAS: By signing this agreement, the Chairman of the BOE, and the appropriate designee for the City, agree that the property more particularly identified in the License Agreement that is attached as Exhibit "A" to this Lease Agreement, be sublicensed by the City with the understanding that if at any time the City abandons the maintenance or operation of the property as a public playground, the sublicense immediately terminates, and reverts back to the BOE, and that prior to this Lease Agreement going into effect, the City provide unto the Chairman of the BOE, proof of insurance, which will be made part of the Minutes of the next regularly scheduled meeting of the BOE. Further, the City agrees to fully and completely indemnify the BOE for any and all liability, including attorney's fees and costs, that may possibly be incurred by the BOE in defending any litigation, of any form whatsoever, relating to the sublicensing of this Lease Agreement.

WHEREAS: It is agreed to as follows:

1. That the City will license the property owned by the Tennessee Valley Authority more fully set forth in Exhibit "A" to this Lease Agreement;
2. That the sublicense will terminate, and the property will revert back to the BOE, immediately upon the City abandoning or failing to maintain the property in question as a public playground/park, or failing to maintain insurance on the property in question;

3. That prior to the sublicense going into effect, the City will procure and provide documentation to the Chairman of the BOE, proof of insurance for the operation of the property as a public playground/park; and
4. That should any litigation, in any form whatsoever related to the property in question be initiated, the City will completely indemnify and BOE, including the paying of all litigation costs including, but not limited to, attorney's fees, that may be incurred by the BOE for having to defend any litigation brought forth by any individual that relates in any way to the property that is subject matter of this Lease Agreement.

IN WITNESS WHEREOF, this Lease Agreement is being executed by the Chairman of the BOE on the 13 day of November, 2018.

IN WITNESS WHEREOF, this Lease Agreement is being executed by a representative of the City of Caryville on the 13th day of November, 2018.


CRYSTAL CREEKMORE
CHAIRMAN/BOE


BOBBY STOOKSBURY
CITY OF CARYVILLE



Financial Agreement

When a new teacher candidate enrolls with the KCS EPP, and his/her clinical placement is in a partnering district other than Knox County Schools, special procedures regarding invoicing this candidate for his/her participation in the KCS EPP need to be followed. Since the KCS EPP is one of the few LEA-based Educator Preparation Programs in the state of Tennessee, the KCS EPP cannot directly bill a teacher candidate as an individual (like a college or university might do). KCS as a district can only invoice other districts. Those school districts then should establish a process on their end to collect the money from their teacher candidates. The following options might be considered:

- Automatically withholding \$100 from a candidate's monthly paycheck
- Invoicing the candidate for \$600 once a semester
- Potentially reimbursing a candidate the cost of the EPP (\$2,400) as an incentive measure after working for the district for a certain amount of years etc.

Please complete the information below, so Knox County Schools can invoice your district once a semester for a total amount that combines all teacher candidates who might be attending the KCS EPP that semester! For example, if a partnering district has three candidates in the KCS EPP during the Fall semester, KCS will invoice your district for \$1,800 (3 x \$600). If payment is not received in a timely manner, the KCS EPP reserves the right to refuse service to the candidate(s). They are free to leave the KCS EPP at any time and to start over with another EPP.

Partnering School District: _____

Person's name to send invoice to: _____

Person's email to send invoice to: _____

We hereby acknowledge these terms of payment for the KCS EPP course fees.

Official's name (print): _____

Official's title (print): _____

Official's signature: _____



Education

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	KCS (Knox County Schools) EPP
Local Education Agency (LEA)	_____
Academic Year of Agreement	2023-24

EPP Contact/Designee	
Name: Ulla Carr	Title: EPP Supervisor
Email: ulla.carr@knoxschools.org	Phone Number: 865.406.1298

LEA Contact/Designee	
Name: _____	Title: CTE Director
Email: _____	Phone Number: _____

Certification (signatures verify partnership)	
EPP Head Administrator: Alex Moseman	Title: Exec. Director Talent Acquisition
Signature: <i>R. Alex Moseman</i>	Date: 8/17/23

LEA Head Administrator: _____	Title: Director of Schools
Signature: _____	Date: _____



Education

Prompt
1

Describe the strategies and actions in place to co-select **clinical educators** and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

The EPP Supervisor and EPP Head Administrator will continuously collaborate with representatives of the partnering district (forthgoing abbreviated as PD) to ensure all involved clinical educators (CTE mentors, EPP Instructor, school administrators) are well prepared, evaluated, and supported. The following roles have been co-selected between the KCS EPP and the PD: EPP Instructor (to facilitate all instructional components of the EPP), Mentors for EPP candidates (CTE Mentors serve as the lead in the clinical placement), Practitioners (observed at least 4x per year by EPP candidate, serve as the content based instructional experts), School/District Administrators (trained on their role in the EPP, provide ongoing support, conduct evaluation). Co-selection of clinical educators: Due to their content expertise and professional experience, the KCS EPP is managed by the EPP Supervisor, supported in curriculum delivery by the EPP Instructor. Both have a teaching background, are currently licensed/endorsed, TEAM certified, and trained by SREB on the T2L curriculum. Mentors, practitioners, and school administrators are crucial for the candidates' clinical experience. The PD has identified these parties as instructional leaders and selected mentors for their EPP candidates who fulfill formal selection criteria (per Educator Preparation Policy 5.504). The practitioners to be visited are identified with the help of the district's CTE Department staff. Preparation & Support: All stakeholders are trained and informed about their specific roles and responsibilities within this EPP system by the EPP Supervisor. All new administrators and mentors from any PD are trained in one day by SREB before the school year starts. The EPP Supervisor also supports these stakeholders throughout the program via regular on-site visits (at the candidates' schools, anticipated at least once per semester), check-ins via email, text, or phone call, and general availability for any case of troubleshooting. This shall ensure the candidates are receiving the needed support from their mentors and administrators. Collaborative approach to evaluating the clinical educators: The initial SREB training on all things related to the curriculum builds a solid foundation. Then, at the end of each school year, the KCS EPP will collect evidence of the quality of the clinical partner's work via end-of-year surveys to mentors and administrators, which contribute to measuring the effectiveness of the program as a whole. These survey results as well as other collected data will inform potential adjustments to the selection of certain practitioners and mentors. The KCS REA Department will support the EPP in helping with the analysis of the collected data. The EPP might share the results with clinical educators to identify with them certain areas of reinforcement and refinement in their mentoring activity. Also, when the EPP supervisors conduct their on-site visits as described above, they can provide immediate feedback to the mentors. EPP Supervisor, Head Administrator, and district administrators undergo annual observations by their respective supervisors and shall remain in good standing (LoE = 4 or above). In summary, all entities will regularly work together and depend on each other for fulfillment of their roles and responsibilities in the overall system (EPP program). This includes the selection, preparation, evaluation, and support of high-quality clinical educators.

Prompt
2

Describe the design and implementation of **clinical experiences**, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

All KCS EPP candidates will participate in a job-embedded clinical experience provided by the partnering district (PD). It is two-fold in nature: clinical practice and field experiences. The clinical practice comes through each candidate being hired into a CTE classroom at a middle or high school in the primary or secondary partner district as a teacher of record. They are simultaneously enrolled in the KCS EPP program. This job-embedded clinical practice will be supported by the clinical educators as described in Prompt 1. The KCS EPP has contracted with SREB to provide the curriculum for the program. The clinical practice is designed to follow the curriculum and to be embedded in the job. For example, components of the SREB curriculum will be structured so that candidates learn about a particular instructional practice, such as Problem Based Learning (PBL). Candidates create a lesson plan for this type of instruction during the coursework portion of the program in collaboration with peers. Then, they immediately deliver the instruction through use of the created lesson plan and new knowledge of PBL to their own classroom with students in action. Following the lesson, candidates are required to reflect both with their EPP peers and in their professional journal about the experience. A series of dialogues will follow, both with the mentor and the administrator, directly related to the experience of implementing the PBL. Through this model of just in time curriculum, job embedded application, and structured reflection through journal and dialogue, the candidate will receive a robust clinical practice. While PBL is one example, the entire scope of the T2L curriculum functions in this manner. Furthermore, candidates are supported through regular (at least once a semester) coaching visits done by the EPP Supervisor. Through these informal observations, debriefs with goal setting, and a continuous improvement cycle, the teacher candidates receive specific guidance in growing their skills as an educator. In summary, candidates will receive daily clinical practice as job-embedded candidates functioning as classroom teachers. In addition to their job-embedded clinical practice, the KCS EPP candidates will visit four practitioners' classrooms for observation. These are their field experiences. For this purpose, three visits will be to at least two CTE practitioners' classrooms, in their content area or a closely related content area. The fourth practitioner will be an academic teacher, preferably in the area of literacy. These practitioners will be carefully selected by the district's CTE Director based on years of experience and quality of teaching. Candidates will observe the instruction for a full day and then debrief with the practitioner after they watch the lessons. The field experiences and clinical practice components will be supported by a CTE mentor, who was chosen using specific criteria (see Prompt 1). Candidates will receive support from their mentor through the use of T2L dialogues but also regarding all aspects of their clinical experience as they are placed at the same school, in close proximity, to the candidate. SREB and the KCS EPP have contracted to provide training, first by SREB, and continued by KCS EPP, to the mentors so they have the tools to support the entirety of the clinical experience.

KCS Educator Preparation Program
P.O. Box 2188
Knoxville, TN 37901-2188



**OCCUPATIONAL or ACADEMIC CTE LICENSURE
JOB-EMBEDDED INTENT TO HIRE**

Please send completed form to Ulla Carr (ulla.carr@knoxschools.org) – 865-406-1298

Applicant Information

Name:

Applicant's School E-mail or one frequently checked other than KCS EPP:

Proposed Date of Hire:

Name of School District:

Name of School Assigned to:

Grade level:

Subject/Licensure Field:

Specific Endorsement Sought (by type):

Information on Qualified* Mentor Assigned to Applicant

Name (as it appears in TNCompass):

Mentor's Educator License Number:

Email (and Phone Number):

Information on School Administrator Supporting Applicant

Name:

Administrator's License Number:

Email and/or Phone Number:

*Note: EPP Mentors are qualified when they are "identified as a highly effective teacher as evidenced by a state-approved evaluation model; and appropriately licensed and endorsed in the area" (TN Edu. Prep. Policy 5.504, p. 14) where they will be working with the candidate. (→ LoE = [significantly] above expectations, endorsed in CTE)

I request that the Knox County Schools Educator Preparation Provider (KCS EPP) recommend this candidate for a Practitioner Occupational License. This applicant meets the requirements for a Practitioner License.

_____ As part of the hiring process, this candidate underwent fingerprinting and passed a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) in accordance with T.C.A. § 49-5-5610.
(Please initial.)

By my signature below, I certify the information I provided on and in connection with this form is true and correct to the best of my knowledge.

School District Director/Designee:	
Name:	Title:
Address:	Email:
Signature:	Date:

Please scan and send this completed Intent to Hire to Ulla Carr (ulla.carr@knoxschools.org). This Intent to Hire must have a verifiable signature or be sent as an attachment to an e-mail directly from the hiring authority or his/her designee.