

**COLONIAL BEACH SCHOOL BOARD
REGULAR SCHOOL BOARD MEETING**

March 11, 2020, 6:00 PM
Colonial Beach Town Center, 22 Washington Avenue
Colonial Beach, Virginia 22443

AGENDA

I. Call to Order - Mrs. Payne

II. Pledge of Allegiance

III. Mission Statement

Colonial Beach Public Schools will create learning experiences for all students that instill 21st century learning skills necessary to compete in today's global society in all areas: Academic, physical, vocational and social.

IV. Approval of Meeting Agenda

V. Consent Agenda

Approval of February 12, 2020 Meeting Minutes
Approval of February 17, 2020 Special Meeting Minutes
Approval of February 28, 2020 Special Meeting Minutes
Approval of Principals and Athletic Director Reports

VI. Public Comment

VII. Reports

- a. Student Liaison to the School Board
- b. School Board Members
- c. Mayor
- d. Town Council Members
- e. Superintendent
- f. Financial Report-Mr. Schoppe

VIII. Informational

- a. Teacher Recruitment - Mr. Turner
- b. Budget Updates - Mr. Turner
- c. Edmund's Update - Mr. Turner

At this time the Chairman will pause to allow those to leave who do not wish to stay for policy discussion and action.

IX. Unfinished Business

X. New Business

- a. Approval of Expenditures- Mr. Schoppe
- b. Approval of Special Education Advisory Committee- Mrs. Neitzey
- c. Approval of Submission of CLC Continuation Grant- Mr. Turner
- d. Approval of Submission of 611/619 Flow Through Grant-Mr. Turner
- e. Approval of Policy KBE-Mr. Turner
- f. Policy KG-BR - Mr. Turner
- g. Approval of Entering Into High School HVAC Contract With Carrier- Mr. Turner
- h. Approval of policy JHCF-Student Wellness Policy- Mr. Turner

XI. Closed Meeting

- a. pursuant to Code of Virginia, Section 2.2-3711 (A)(1), for discussion, consideration, or interviews of prospective candidates for employment; or for discussion of assignments, appointments, promotions, performance, demotion, salaries, disciplining, or resignations of specific certificated staff or support staff;
- b. and pursuant to Code of Virginia, Section 2.2-3711 (A)(7), for discussion and consideration of information pertaining to actual or probable litigation.
- c. and pursuant to Code of Virginia, Section 2.2-3711 (A)(2), Discussion or consideration of admission or disciplinary matters or any other matters that would involve the disclosure of information contained in a scholastic record concerning any student of any public institution of higher education in the Commonwealth or any state school system.

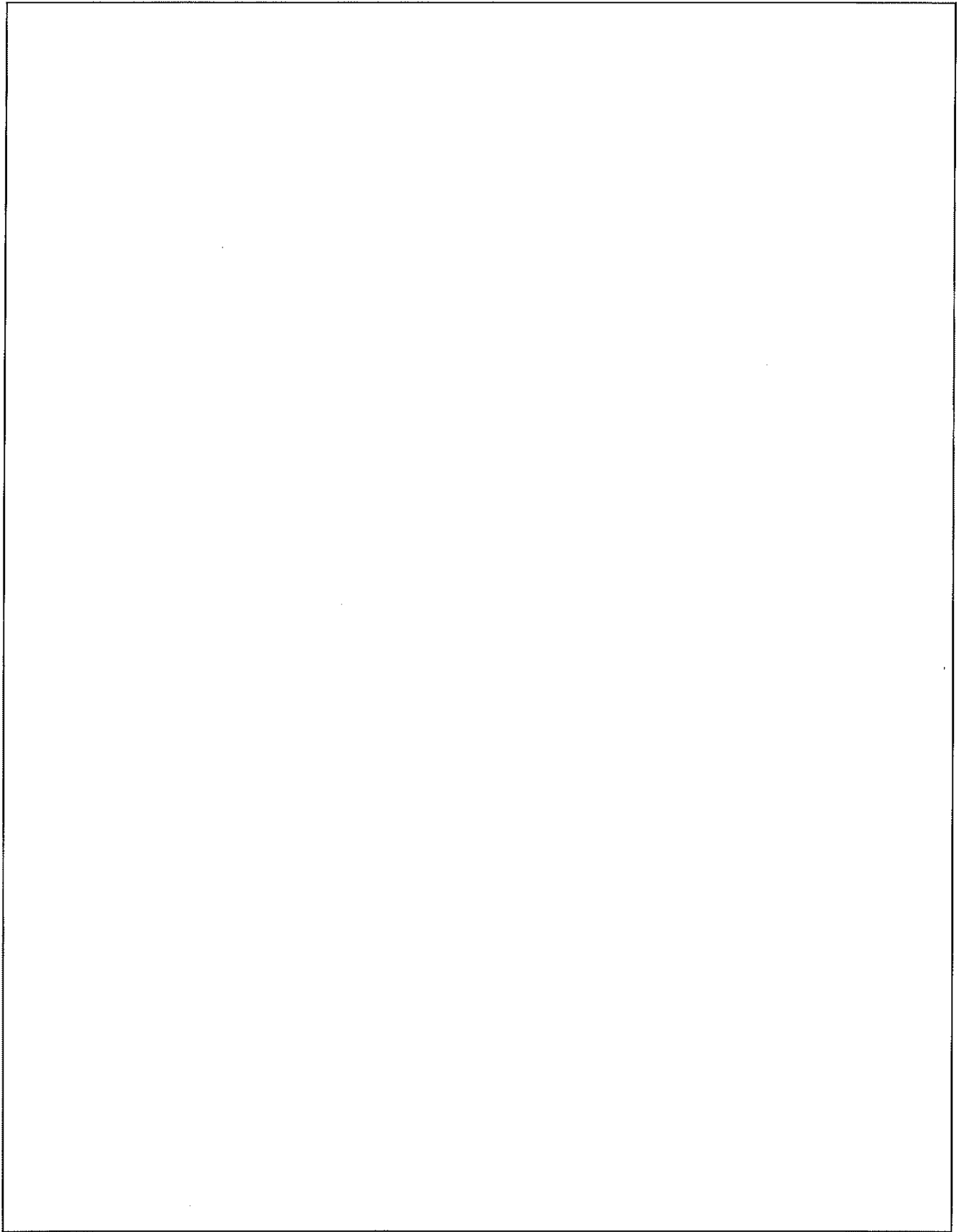
XII. Closed Session Reconvened

Roll call vote pursuant to Va. Code Section 2.2-3712 certifying

"I certify that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body."

XIII. Closed Session Actions

XIV. Adjournment





Colonial Beach High School

**100 First Street, Colonial Beach, VA
22443**

Mr. Dashan Turner, Superintendent
Mrs. Tricia Williams Principal
Mrs. Darlene Fonville, School Counselor
Mr. Martin Astrop, Athletic Director

Phone 804-224-7166
Fax 804-224-7465
www.cbschools.net

"Every Student, Every Minute, Every Day"

March 6, 2020
Colonial Beach High School Athletic Department

Sports

- **Baseball-** The season is underway. Tryouts will be completed once the boys basketball season is completed and those athletes have the opportunity to tryout. The varsity baseball team will scrimmage Grace Christian Academy at home on Friday, March 13th at 4 pm.
- **Softball-** The softball teams have been selected. All the coaches vacancies have been filled. We are anticipating a great season. The varsity softball team will have a scrimmage on Friday, March 13th at Grace Christian Academy.
- **Varsity Girls Basketball-** The basketball season concluded on February 24th with a first round regional loss to West Point High School. We had a really good season overall. Without a few key injuries throughout the season we feel that our season would have been even better. We feel real optimistic about the next few years. Congratulations to Kennedy Muse. She was voted 2nd team all- region, 1st all NND and NND All-Academic. Congratulations to Cynari Davis for being selected 2nd team all NND and NND All-Academic. Congratulations to the following young ladies for also being selected to the NND All-Academic team: Cora Bowler, Jady McGinniss and Leah Phillips.
- **Varsity Boys Basketball-** The varsity boys basketball team continues their quest for another state title. They have advanced to the 1A State Final Four on Tuesday, March 10th. A win will have them playing for the state championship on Thursday, March 12th at 8 pm in Richmond VA. Congratulations go out to the following players for being selected to the NND All-Academic team: Seth Jewell, Trey Pietras and Jace Jett. Congratulations also go out to Corvion Davis, Tavares Lucas and Jace Jett. Corvion and Tavares were selected to the 1st Team All NND while Jace was selected to the 2nd team All NND. Corvion Davis and Coach Dickerson were named NND Player of the Year and Coach of the Year. Congratulations to Corvion, Tavares and Coach Dickerson from the regional level as well. Corvion and Tavares were selected 1st All Region. Corvion and Coach Dickerson were also named the Player of the Year and Coach of the Year for region 1A as well.

Office of the Athletic Director

- Colonial Beach High School hosted the boys region 1A tournament at CBHS on 2/24, 2/26 and 2/29/20. The tournament went well.
- Colonial Beach High School hosted the VHSL State 1A Boys Quarter-finals basketball game on Friday, 3/6/20 at Caroline High School.

Upcoming Events

- State Semi-Final Basketball game at King George High School Tuesday, March 10, 2020 at 7 pm.
- State Finals Basketball game at VCU on Thursday, March 12, 2020 at 8 pm. (Provided that we win on Tuesday)



Colonial Beach High School
100 First Street, Colonial Beach, VA
22443

Mr. Dashan Turner, Superintendent
804-224-7166

Phone

Mrs. Tricia Williams Principal
804-224-7465

Fax

Mrs. Nancy Riffe, School Counselor

www.cbschools.net

Mr. Martin Astrop, Athletic Director

"Every Student, Every Minute, Every Day"

March 2020

Colonial Beach High School

Guidance

- ASVAB Testing occur again on March 25th.
- Scholarship mock interviews will be held on April 2nd.
- Students will visit the Northern Neck Tech Center on March 10th.
- A 2-hour presentation will occur on April 2nd from 6 to 8 pm by the College Funding Coach. This will be a free presentation aimed at assisting students and families with information regarding securing funds for college.
- School SAT day has been schedule for April 28th. Interested Juniors will be able to test for free.

Students

- Students earning Honor Roll, Principal's List or Superintendent's List were celebrated. Mrs. Fonville gave out awards and Mrs. Williams popped popcorn for students during the awards presentation.
- Seniors are receiving letters of acceptance from colleges, universities and trade schools. Students planning to enter the workforce are securing employment.
- Three CBHS students placed at the NNTC competition held in Fredericksburg. Corin Anderson Will be moving on to state competition. Christopher Hill and John Lepore placed 3rd in their respective fields.
- The Boys Basketball team is doing an outstanding job!

Office of Principal

- I have begun working with a team of teachers on VTSS. I will be in Charlottesville with my team once a month and we will attend a 3 –day summer summit in June.
- I will attend the VHSL State Principal and AD meetings on March 11-13th.
- I will attend the PERC career fair in Pennsylvania with Mrs. Coates on March 25th.

Teachers

- Health and PE teacher October Campbell has been accepted into the CMO Cadre Program. The Chief Movement Officer Cadre is a program for Health and PE teacher s across the state of Virginia.
- Teachers are staying after every Thursday to provide tutoring.

- Sgt. Wright, SRO, was named Officer of the Year by the Colonial Beach Police Department.

Fundraisers

- The Junior class will be holding a BINGO night on March 13th.
- The Junior class will hold a movie night on April 25th, they will hold 50/50 raffles at basketball games for the remainder of the season.
- The Junior class will fundraise with Dollar Fundraising.
- The senior class is currently selling Yankee Candles.

Upcoming Events

- 8th grade SOL writing test will be held on March 31st and April 1st.
- EOC Grade 11 Writing SOL testing will begin on March 24-26th.
- April 15th the Scholarship Interview Night will be held at 4pm.



Colonial Beach Elementary School
102 First Street, Colonial Beach, VA 22443

Dr. Mr. Dashan Turner, Superintendent
Mrs. Michele Coates, Principal
Mrs. Rebecca Tabler, School Counselor
Mrs. Dan Styer, Director of Student Services
Office 804-224-9897 Fax 804-410-3849 www.cbschools.net

"Every Student, Every Minute, Every Day"
March 2020
Colonial Beach Elementary School

Students:

- Students earned 6,835 positive office referrals as of February 28, 2020.
- February classroom Drifter Pride winners:
 - Ms. Ziller's 7th Grade
 - Mrs. Gordner's 4th Grade
 - Mrs. Hurt's 3rd Grade
- Drifter Pride Award Recipients for the 2nd Nine Weeks!

PKA - Karlee Lane

PKB - Major Knott

KA - Unish Rayamajhi

KB - Kenley Hamilton

1A - Aubrey Nance

1B - Colin Duke

2A - Arianna Williamson-Ingram, Emily Kirtley

2B - Annmarie Bridges

3A - Maisy Marsh, Niyah Latham, Anabella Roland

3B - Emory Steffey

4A - Marlie Hooper

4B - Becca Grigsby

5A - Trentin Holmes, Ethan Robertson

5B - Jaxton Jett, Mitrada Bunns

6A - Eli Preston

6B - Nikki Niekamp, Carlyn Middleton

7A - Miguel Martinez, Kiara Ford

7B - Amara Gaskins

- Students participated in Team Time on February 14th. Students worked in groups to play games/activities that required cooperation and teamwork!
- Students in grades PreK - 3 participated in a dance on Friday, February 21, 2020.

Guidance:

- Classroom guidance focused on Kindness, Friendship, and Bullying

- Finished 2 Kindergarten groups on self-regulation and social skills
- Finished 4th grade group on healthy friendships
- Began 5th grade group on healthy friendships
- The Great Kindness Challenge was held February 3-7
- Sent out tardy letters
- Perfect attendance recognition for individuals and winning grade level (3rd grade)
- Mid-Year awards assembly (made all certificates based on honor roll and perfect attendance)
- Collaborated with Mrs. Stroud to conduct lessons in 3rd grade on online safety and online kindness
- Completed 12 observations on students for eligibilities
- Completed lessons in both 7th grade classes on high school requirements, diplomas, etc.
- Began 7th grade career and academic plans (ongoing through April)
- Yoga club in 5th grade is ongoing

Principal:

- Attended SURN on February 6, 2020. I will be completing the 2 year program in April
- I have been working on setting up interviews for teaching positions for the 2020-2021 school year. All time slots available on March 7th at the Regional Job Fair have been filled for CBES to interview potential candidates.
- I will be attending the JMU and PERK job fairs for recruiting.
- Third round observations have started and are focusing on increasing student engagements. As of 2/29/2020, nine observations are completed.

Parents:

- 94% of parents are connected on ClassDojo.
- A school-wide letter regarding homework went home to parents the week of February 18th.

Teachers:

- PreK teachers are participating in weekly professional development with our reading coach, Mrs. Preston, and our Director of Federal Programs, Mrs. Camlin.

Fundraising:

- CBES yearbooks are on sale.
- Spring Book Fair
- SCA is having a dance on March 27th for students in grades 4 - 7.

Upcoming Events:

- Spring Musical on March 20th and 21st at 6:00 p.m.
- Spring Book Fair the week of March 9th.
- March 12th Parent Teacher Conferences 2:00 - 5:00 p.m.
- PreK and K Registration on March 23rd, 25th and 30th.
- Hugs and Kisses Performance on March 26th.
- 7th Grade DARE Graduation on March 31st at 9:00 a.m.

Colonial Beach School Board
Special Meeting
February 28, 2020 5:30 p.m.
102 1st Street, Colonial Beach, Virginia
MINUTES

PRESENT: Mrs. Michelle Payne
Mr. Brent Steffey
Mrs. Terri McClure
Mr. Dashan Turner, Superintendent

Call to Order

Mrs. Payne called the meeting to order at 5:30 PM.

Approval of the Agenda

Mrs. McClure moved to approve the agenda as presented.
Mr. Steffey seconded the motion; and it passed unanimously.

Closed Session commenced at 5:31 pm

Mr. Steffey moved to go into Closed Session pursuant to Code of Virginia, Section 2.2-3711 (A)(1), discussion and consideration of prospective candidates for employment assignment, performance and resignations for certificated staff; and support staff pursuant to Code of Virginia, Section 2.2-3711 (A)(2), discussion and consideration of students that would involve the disclosure of information contained in scholastic records and discipline; Mrs. McClure seconded the motion with a roll call vote as follows:

Mrs. Payne – AY

Mr. Steffey - AY

Mrs. McClure - AY

Reconvened Open Session at 5:33 pm

Mr. Steffey moved that the Colonial Beach School Board return to Open Session, and certified that Pursuant to State Code Section 2.2-3712.D, only public business matters lawfully exempted from Open Meeting requirements under this chapter and only such public business matters as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the meeting by the public body. Mrs. McClure seconded the motion with a roll call vote as follows:

Mrs. Payne – AY

Mr. Steffey - AY

Mrs. McClure - AY

Closed Session Actions-

Mr. Steffey moved to approve spring coaches from the personnel recommendation list of February 28, 2020.

Mrs. McClure seconded and the motion was approved unanimously.

Adjournment

Mr. Steffey made a motion to adjourn the meeting at 5:33p.m.

Mrs. McClure seconded and the motion was approved unanimously.

Mrs. Karen Camlin, Clerk of the Board

Mrs. Michelle Payne, Chairman

Minutes of the February 28, 2020 Colonial Beach School Board Regular Meeting

Colonial Beach School Board

Special Meeting

February 17, 2020 5:00 p.m.

102 1st Street, Colonial Beach, Virginia

MINUTES

PRESENT: Mrs. Michelle Payne
Mrs. Patrice Lyburn
Mr. Brent Steffey
Ms. Tara Seeber
Mrs. Terri McClure
Mr. Dashan Turner, Superintendent

Call to Order

Mrs. Payne called the meeting to order at 5:00 PM.

Approval of the Agenda

Ms. Seeber moved to approve the agenda as presented.

Mrs. Lyburn seconded the motion; and it passed unanimously.

Closed Session commenced at 5:01 pm

Mrs. Lyburn moved to go into Closed Session pursuant to Code of Virginia, Section 2.2-3711 (A)(1), discussion and consideration of prospective candidates for employment assignment, performance and resignations for certificated staff; and support staff pursuant to Code of Virginia, Section 2.2-3711 (A)(2), discussion and consideration of students that would involve the disclosure of information contained in scholastic records and discipline; Ms. Seeber seconded the motion with a roll call vote as follows:

Mrs. Payne – AY Ms. Seeber-AY Mrs. Lyburn – AY Mr. Steffey - AY
Mrs. McClure - AY

Reconvened Open Session at 6:50 pm

Mrs. Lyburn moved that the Colonial Beach School Board return to Open Session, and certified that Pursuant to State Code Section 2.2-3712.D. only public business matters lawfully exempted from Open Meeting requirements under this chapter and only such public business matters as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the meeting by the public body. Mr. Steffey seconded the motion with a roll call vote as follows:

Mrs. Payne – AY Ms. Seeber-AY Mrs. Lyburn – AY Mr. Steffey - AY
Mrs. McClure - AY

Closed Session Actions-

Mrs. Lyburn moved to uphold the recommendation of February 12, 2020 to ban 2 community members from athletic events for 9 months.

Mrs. McClure seconded the motion, and it passed with 3 ays and 2 nays.

Adjournment

Mrs. Lyburn made a motion to adjourn the meeting at 7:15 p.m.

Mr. Steffey seconded and the motion was approved unanimously.

Mrs. Karen Camlin, Clerk of the Board

Mrs. Michelle Payne, Chairman

Minutes of the February 17, 2020 Colonial Beach School Board Regular Meeting

Colonial Beach School Board

Regular Meeting

February 12, 2020 6:00 p.m.

22 Washington Avenue, Colonial Beach, Virginia

MINUTES

PRESENT: Mrs. Michelle Payne
Mrs. Patrice Lyburn
Mr. Brent Steffey
Ms. Tara Seeber
Mrs. Terri McClure
Mr. Dashan Turner, Superintendent
Mrs. Karen Camlin, School Board Clerk

Call to Order

Mrs. Payne called the meeting to order at 6:01 PM.

Approval of the Agenda

Ms. Seeber moved to approve the agenda as presented.
Mrs. Lyburn seconded the motion; and it passed unanimously.

Consent Agenda

Mrs. Lyburn moved to approve the consent agenda.
Ms. Seeber seconded the motion; and it passed unanimously.

Mr. Steffey added that baseball and softball would begin February 24, 2020.

Mrs. Payne asked about high school interest in the Northern Neck Technical Center. Mrs. Williams reported that there were a total of 15 interested students. Mrs. Payne also asked about the Scholastic Bowl. Mrs. Williams reported that the Scholastic Bowl took place at the high school, but the CBHS Scholastic Team did not qualify to participate.

Mrs. Payne asked Mrs. Coates about Pre-K registration and the yearbook. Mrs. Coates responded that registration had not taken place yet and that applications are on the website, but parents still need to make an appointment for registration. Mrs. Coates also stated that yearbook notification went out on Facebook and Class DoJo.

Special Presentations

Mr. Turner recognized Mrs. Williams and Mrs. Coates for Principal Appreciation Week. He also recognized Mrs. Fonville and Mrs. Tabler for Counselor Appreciation Week. In recognition of School Board Appreciation month Mr. Turner presented each board member with a certificate. He also recognized Mrs. Camlin as School Board Clerk. Mrs. Williams and Mrs. Coates presented school board members, Mr. Turner, Mrs. Camlin and Mr. Schoppe with tote bags.

Public Comment

There was no public comment.

Reports

Student Liaison

The student liaison was not present.

School Board Members

Ms. Seeber welcomed Mrs. McClure and stated that she went to a Title IX workshop, which was very informative .

Mr. Steffey welcomed Mrs. McClure to the board and mentioned the mulch sale.

Mrs. Lyburn welcomed Mrs. McClure.

Mrs. Payne welcomed Mrs. McClure. She stated she also went to the Title IX Workshop and reported back stating that we were required to investigate incidences even if they don't take place on campus and she asked if the staff has sexual harassment training each year. Mr. Turner noted that we have had training in the past and will have additional training in the upcoming months. Mrs. Payne also stated that the cost to participate in the Northern Neck Technical Center will increase.

Mayor

The mayor was not present.

Town Council Members

Mrs. Roberson was present, and stated that she meets with Mr. Turner each month. She encouraged School Board Member to attend Town Council Meetings each month

Superintendent

Mr. Turner stated he attended a VHSL meeting and was designated as the VHSL Executive Committee Region III Designee. He also stated that VHSL is working with the Washington Redskins on a program titled Inside Out. Mr. Turner reported the following enrollment numbers:

PK - 34

K-7 - 384

8-12 - 234

Financial Report

Mr. Schoppe gave the board a financial report.

Informational

Mr. Turner stated that staff would attend 3 job fairs within the next month.

Mr. Turner stated that the school is on track with Edmunds. They will be here on March 3rd-5th to address payroll. Mrs. Payne asked about biweekly payroll. Mr. Turner said this should not be a problem.

Mr. Turner stated that he was working on policy KG-BR (can you write the policy name). Mrs. Payne stated that the gates should be exercised to make sure they are in working condition.

Mrs. Camlin stated that policy KBE (Internet Privacy) is included in the board packet for review.

Mrs. Camlin stated that the VSBA Regional Spring Forum would be held in Essex on March 19, 2020, and that registration was due by March 5th.

Unfinished Business

Ms. Seeber moved to approve an August 10, 2020 start date pending approval of Senate Bill 515.

Mrs. Lyburn seconded the motion, and it passed unanimously.

Ms. Seeber moved to approve policy GBC-BR2/GCBB-BR2

Mrs. Steffey seconded the motion, and it passed unanimously.

New Business

Mr. Steffey moved to approve the expenditures in the amount of \$549,326.25.

Ms. Seeber seconded the motion, and it passed unanimously.

Closed Session commenced at 7:16 pm

Mrs. Lyburn moved to go into Closed Session pursuant to Code of Virginia, Section 2.2-3711 (A)(1), discussion and consideration of prospective candidates for employment assignment, performance and resignations for certificated staff; and support staff pursuant to Code of Virginia, Section 2.2-3711 (A)(2), discussion and consideration of students that would involve the disclosure of information contained in scholastic records and discipline; and pursuant to Code of Virginia, Section 2.2-3711(A)(7) discussion and consideration of information pertaining to actual or probable litigation. Ms. Seeber seconded the motion with a roll call vote as follows:

Mrs. Payne – AY

Ms. Seeber-AY

Mr. Steffey-AY

Mrs. McClure

Mrs. Lyburn – AY

Reconvened Open Session at 9:19

Mrs. Lyburn moved that the Colonial Beach School Board return to Open Session, and certified that Pursuant to State Code Section 2.2-3712.D. only public business matters lawfully exempted from Open

Meeting requirements under this chapter and only such public business matters as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the meeting by the public body. Mr. Steffey seconded the motion with a roll call vote as follows:

Mrs. Payne – AY Ms. Seeber-AY Mr. Steffey-AY Mrs. McClure
Mrs. Lyburn – AY

Closed Session Actions-

Mrs. Lyburn moved to approve the personnel recommendation list of February 12, 2020.

Mr. Steffey seconded the motion, and it passed unanimously.

Mrs. Lyburn moved to approve the recommendation to ban 2 community members from athletic events for 9 months.

Mrs. McClure seconded the motion, and it passed unanimously.

Adjournment

Mrs. Lyburn made a motion to adjourn the meeting at 9:22 p.m.

Mr. Steffey seconded and the motion was approved unanimously.

Mrs. Karen Camlin, Clerk of the Board

Mrs. Michelle Payne, Chairman

Minutes of the February 12, 2020 Colonial Beach School Board Regular Meeting

Superintendent's Budget Work Session 2020-2021

Every Student, Every Minute, Every Day

School Board Members

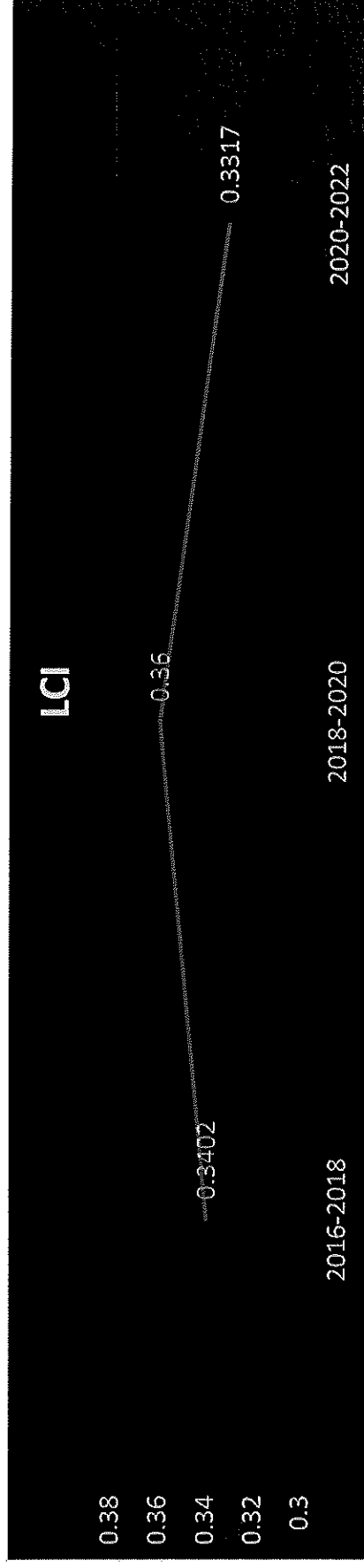
- Michelle Payne, Chairman
- Patrice Lyburn, Vice- Chairman
- Brent Steffey, Board Member
- Terri McClure, Board Member
- Tara Seeber, Board Member

State Budget Commentary

- The State Budget has not been adopted. Revenue projections draft budget have been based on the FY 21 Governor's proposed budget.
- We have based these projections on an Average Daily Member 605.
- The composite Index (the local ability to pay) for Colonial Beach 0.3317 for 2020-2022
- The local budget includes changes based on updated SOQ for school counselors and assistant principals.

Local Composite Index (LCI)

- Measure of a locality's ability to pay
 - A formula to determine the state and local governments share of K-education program cost, which is expressed as a ratio, indicating the percentage share of the cost of education programs: for example, if was 0.3000-the locality would pay 30% and the state would pay 70% cost.



State Budget Commentary

- Recomputed Composite Indices for the 2020-2022 biennium
- Revisions to the employer rates for fringe benefit contribution to the Virginia Retirement System
- State share of a 3.0 percent Compensation Supplement effective July 1, 2021
- Additional state funding: Virginia Pre-School Initiative, Game At Risk Student Population, School Counselors

CBPS Budget Statement & Budget Priorit

- 3% Compensation Increase
- 10% Health Insurance
- 16.62 Virginia Retirement System increase mandate
- School Counselor (State Mandate)
 - FY21 is 1:375 Elementary, 1:325 Middle, 1:300 High
 - Current ADM would not require change
- Campus Asst. Principal (Need)
- Minimum Wage Increase to \$9.50
- Water and Sewage Increase
- Virginia Pre-School Initiative Match of \$71,830

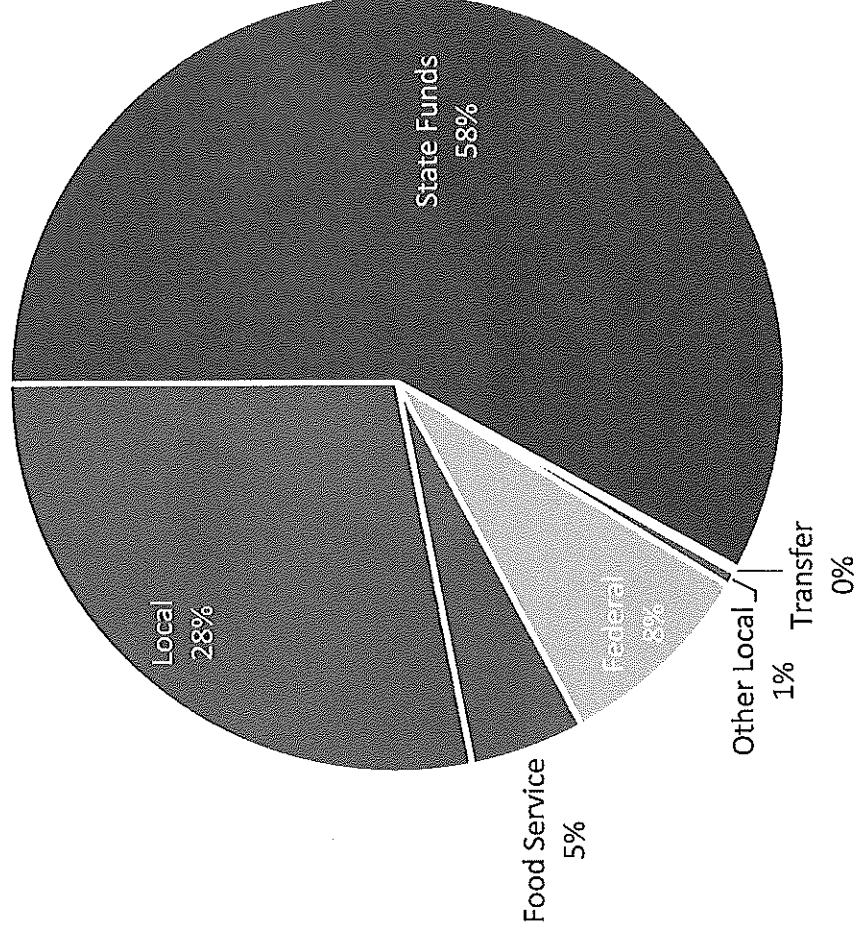
Enrollment Projection

	Actual (02/26/20)	Weldon Cooper Projection	Weldon Cooper Projection
2020-2021	2019-2020	2019-2020	2020-2021
Kindergarten	43	41	46
1 Grade	47	48	42
2 Grade	44	55	49
3 Grade	47	52	58
4 Grade	51	53	54
5 Grade	50	53	57
6 Grade	51	61	59
7 Grade	46	54	63
8 Grade	54	55	53
9 Grade	40	52	58
10 Grade	53	46	51
11 Grade	42	41	45
12 Grade	38	35	39
Total K-12	606	646	674

FY 20-21 Recommended Operating Func

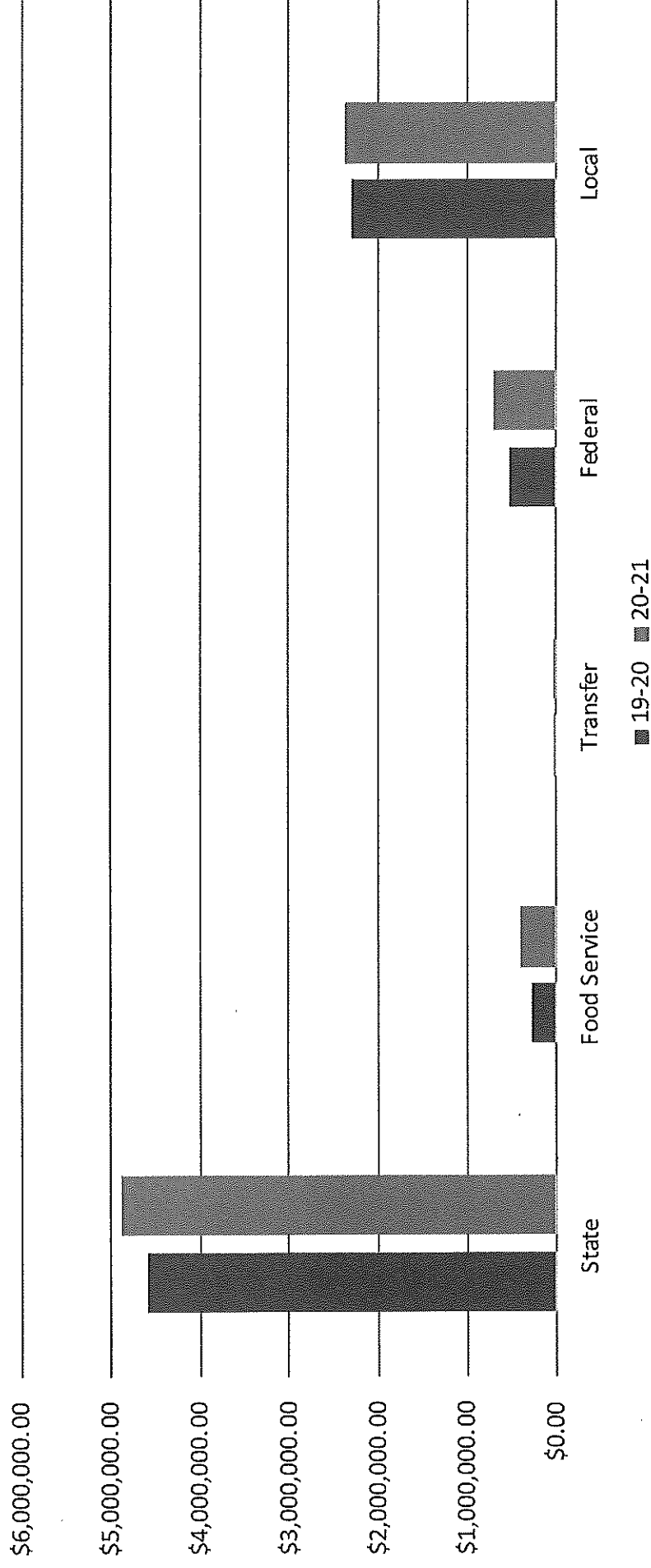
Revenue By Source

Revenue

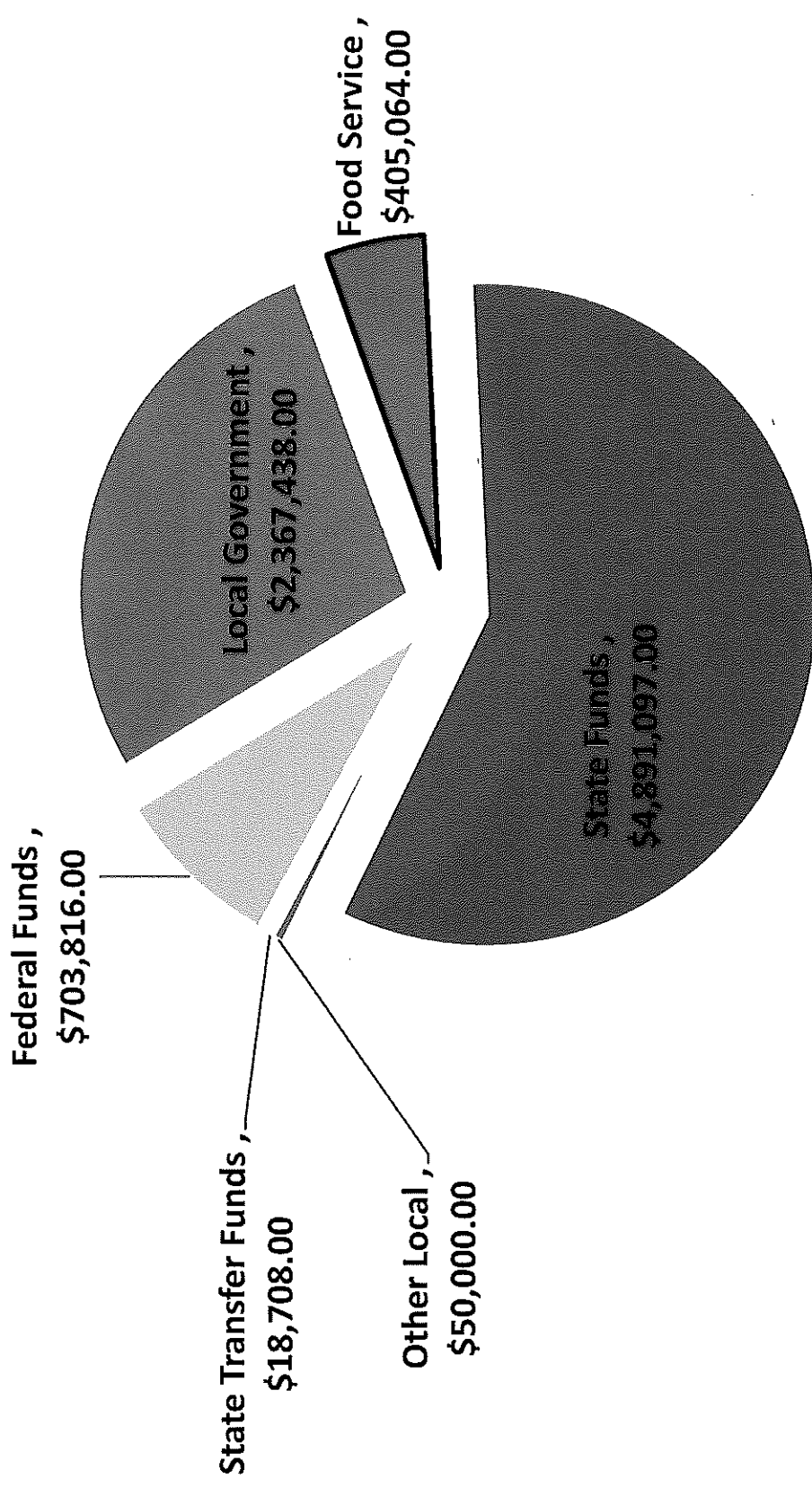


Comparison of FY 20-21 Recommended Operating Fund by Revenue By Source

Chart Title

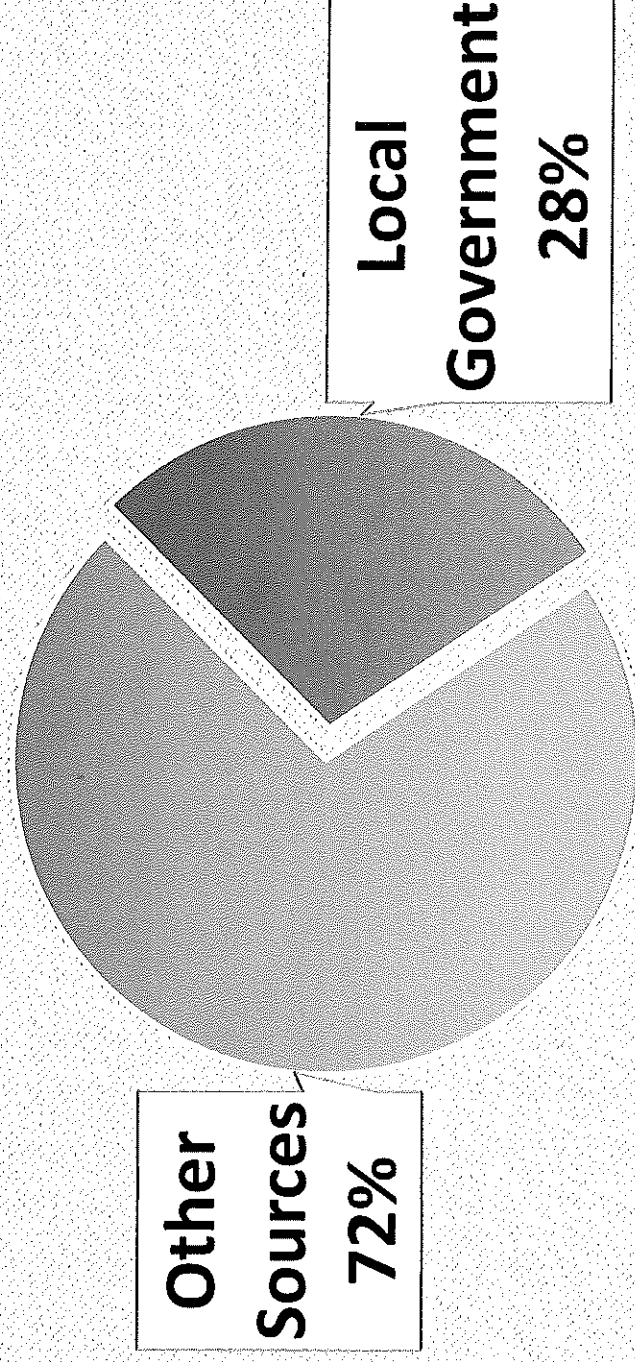


FY2021 Proposed Operating Fund Expenditures By Category



Local Revenue Percentage Of Total Budget

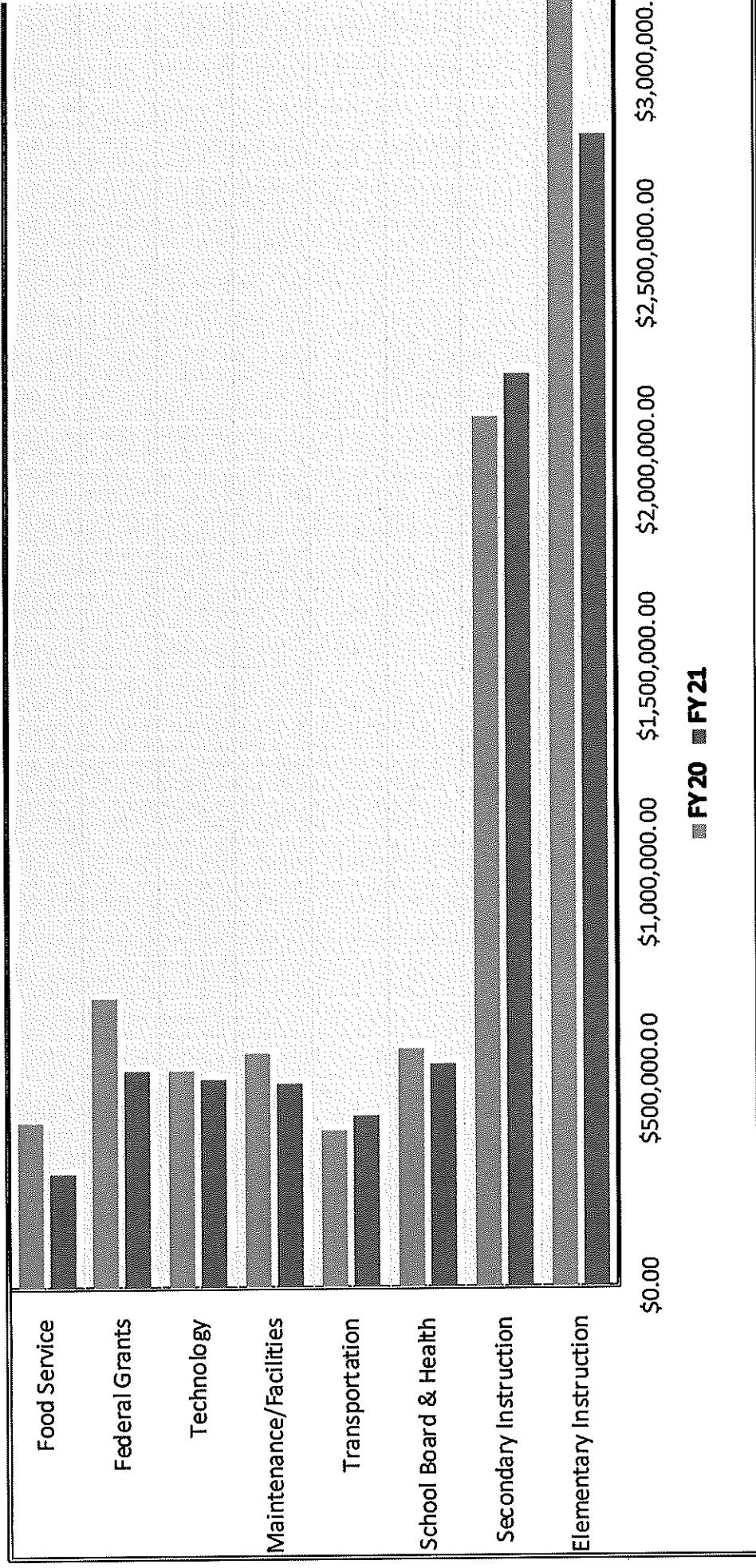
Revenue Percentage



Local Government

Other Sources

FY21 Expenditures Comparisons by Department



Staffing Needs

- Based on recent updates to the Virginia Standards of Quality
Pending Governor approval of budget
 - School Counselor (will serve both ES and HS)
 - Assist with providing counseling services, establishing groups, and classroom
 - FY21 is 1:375 Elementary, 1:325 Middle, 1:300 High
 - Asst. Principal (will serve both ES and HS)
 - Assist with AP level duties that have been historically completed by both principal include
 - Continue Town and Division efforts to establish competitive salaries staff (Must decide 1.5%, 2%, 3%)
 - Compensation supplement requires a 3% increase over the Biennium
 - Adjust management structure of Food Service Department based on Memo from State Director of Food Services

Additional Teacher Salary Supplement

(CH: Credit Hours)

- Spotsylvania, King George provides 7% of step as the Master Supplement for teachers
- WMLCPS Master Supplement: \$3,150
- Stafford: offers \$4,380 (Master's) \$4,770 (Master's + 15 CH) \$5,100 (Master's + 30 CH) \$5,828 (Doctorate)
- King & Queen: \$1,088 (15 Hours) \$2,175 (Master's), \$2,857 (Doctorate)
- Fredericksburg: \$1,375 (15 Hours) \$2,750 (Master's), \$3,650 (Master's +15 CH) \$4,550 (Doctorate)
- CBPS: \$1,250 (Towards Master's) \$2,500 (Master's) \$5,000 (Doctorate)

Budget Next Steps

- Final Calculation Sheet from VDOE on March 13th
- Advertise Public Comment
- Approve Budget (Meeting between March 20th-27th)
- Sign and Deliver to Town Administration (March 30th- April 1st)

INTERNET PRIVACY

The Colonial Beach School Board is committed to complying with the Government Data Collection and Dissemination Practices Act and the Virginia Freedom of Information Act. The Colonial Beach School Board does not collect unnecessary personal information by means of its website, and collects only appropriate personal information to the extent necessary to serve its constituents and the community.

Colonial Beach School Board collects the following information through its website:

- Traditional contact information such as mailing addresses, phone and fax numbers.
- Internet contact information such as email addresses.
- Session information such as IP addresses.
- Account validation data such as user names and passwords.

The following information is collected automatically by accessing the website:

- Traditional contact information such as mailing addresses, phone and fax numbers.
- Internet contact information such as email addresses.
- Session information such as IP addresses.
- Account validation data such as user names and passwords.

Our website places "cookies" on your computer unless your browser is set to reject cookies. The cookies enable our website to recognize you when you return to the website at a later date or time and enable us to personalize the website with preferences or information you have provided during prior sessions. The cookie information placed on your computer by this website includes the following: Only a unique ID is stored in the cookie that identifies your session on the server. It expires after a defined period of inactivity or when you close your browser, whichever is soonest, and does not contain any personally identifiable information..

Information collected through the division's website is used as follows: We use this information to verify your account, to correspond with you, to deliver our services, to resolve problems that you encounter, and to improve our service.

The Superintendent is responsible for creating and updating, as necessary, an internet privacy policy statement. The statement is available of the division's website in a conspicuous manner.

Adopted:

Legal Refs: Code of Virginia, 1950, as amended, § 2.2-3803.

STUDENT WELLNESS

Goals

Based on review and consideration of evidence-based strategies and techniques, the Colonial Beach School Board has established the following goals to promote student wellness.

Nutrition Promotion and Education

Students receive nutrition education that teaches the skills they need to adopt and maintain healthy eating behaviors.

Nutrition education is offered in the school cafeteria as well as in the classroom, with coordination between the foodservice staff and other school personnel, including teachers.

Students receive consistent nutrition messages from all aspects of the school program.

Division health education curriculum standards and guidelines address both nutrition and physical education.

Nutrition is integrated into the health education or core curricula (e.g., math, science, language arts).

Schools link nutrition education activities with the coordinated school health program.

Staff who provide nutrition education have appropriate training.

The level of student participation in the school breakfast and school lunch programs is appropriate

Schools are enrolled as Team Nutrition Schools, and they conduct nutrition education activities and promotions that involve parents, students and the community.

Physical activity

The Colonial Beach school division has a goal of making a program of physical fitness available to all students for at least 150 minutes per week on average during the regular school year. Such program may include any combination of physical education classes, extracurricular activities and other programs and physical activities. The division's goal for the implementation of its physical fitness program is students are given opportunities for physical activity during the school day through physical education (PE) classes, daily recess periods for elementary school students and the integration of physical activity into the academic curriculum where appropriate.

Students are given opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics and physical activity clubs.

Schools work with the community to create ways for students to walk, bike, rollerblade or skateboard safely to and from school.

Schools encourage parents and guardians to support their children's participation in physical activity, to be physically active role models and to include physical activity in family events.

Schools provide training to enable staff to promote enjoyable, lifelong physical activity among students.

Other school-based activities

An adequate amount of time is allowed for students to eat meals in adequate lunchroom facilities.

All children who participate in subsidized food programs are able to obtain food in a non-stigmatizing manner.

The availability of subsidized food programs is adequately publicized in ways designed to reach families eligible to participate in the programs.

Environmentally-friendly practices such as the use of locally grown and seasonal foods, school gardens and nondisposable tableware have been considered and implemented where appropriate.

Physical activities and/or nutrition services or programs designed to benefit staff health have been considered and, to the extent practical, implemented.

Nutrition Standards and Guidelines

The superintendent is responsible for creating

- A. regulations to develop and implement standards for all foods and beverages provided, but not sold, to students on the school campus during the school day; and
- B. standards and nutrition guidelines for all foods and beverages sold to students on the school campus during the school day that promote student health and reduce childhood obesity and are consistent with the applicable standards and requirements in 7 C.F.R. §§ 210.10, 210.11 and 220.8.

Marketing on the school campus during the school day is permitted only for those foods and beverages that meet the nutrition standards under 7 C.F.R. § 210.11, serve to promote student health, reduce and prevent childhood obesity, and combat problems associated with poor nutrition and physical inactivity.

Implementation

The School Board encourages parents, students, representatives of the school food authority, teachers of physical education, school health professionals, school administrators and the general public to participate in the development, implementation and periodic review and update of this policy.

The superintendent or his designee is responsible for implementing and enforcing this policy. The implementation of the policy is measured periodic review of the indicators of success. The public is informed about the content and implementation of the policy by publicly posting this policy on the school division website and conducting/publishing a triennial assessment of policy implementation. *"The district encourages foods offered on the school campus meet or exceed the USDA Smart Snacks in School nutrition standards including those provided at celebrations and parties and classroom snacks brought by staff or family members. Non-food celebrations will be promoted and a list of ideas is available to staff and family members."*

Implementation procedures include measuring and making available to the public, at least once every three years, an assessment of the implementation of the policy, including the extent to which schools are in compliance with the policy, the extent to which this policy compares to model school wellness policies and a description of the progress made in attaining the goals of the policy. The results of the triennial assessment are considered in updating the policy.

The process for monitoring compliance with this policy is periodic review of wellness-related factors such as menus, master schedules, and health and physical education curriculum.

The School Board retains the following records to document compliance with 7 C.F.R. § 210.31:

- the policy;
- documents demonstrating compliance with community involvement requirements, including requirements to make the policy and triennial assessments available to the public; and
- documentation of the triennial assessment of the policy.

Adopted:

Legal Refs: 42 U.S.C. § 1758b.

7 C.F.R. 210.31.

Code of Virginia, 1950, as amended, § 22.1-207.4.

8 VAC 20-740-30.

8 VAC 20-740-40.

Cross Refs:	EFB	Food Services
	IGAE/IGAF	Health Education/Physical Education
	JL	Fund Raising and Solicitation
	KQ	Commercial, Promotional and Corporate
		Sponsorships and Partnerships

Board Regulation-Community Use of School Facilities**A. Application and Approval**

Application for reservations shall be submitted in triplicate to the superintendent of schools through the principal of the school. If in the opinion of the superintendent, the proposed use of the school property complies with the rules and regulations of the school board and the dates requested do not conflict with the use of the buildings or grounds for school purposes or with prior reservations, the superintendent may approve such use of said buildings or grounds. If, however, in the opinion of the superintendent, the proposed use of the property does not comply with the rules governing the use of school buildings and grounds, the superintendent may deny the request. The superintendent reserves the right in any case to seek advice from the school board before passing upon any application. After action is taken, one copy of the application will be filed in the central administration office, another will be sent to the principal, and the third will be returned to the applicant.

Permission for the use of school facilities may be given only when an application form is filed at least two weeks in advance. The superintendent may waive this requirement if special arranged. A form shall be completed and sent to the superintendent at least one week before the regular meeting of the school board. The form must be accompanied by payment in advance, made payable to the Colonial Beach School Board, if a fee is to be charged.

In the event a scheduled meeting is cancelled, notification must be given at least twenty-four hours before the scheduled time or the fee is forfeited.

B. Rules and Conditions

1. Competition with legitimate established business or commercial interests in the community shall be avoided as far as possible.
2. The facilities of the school shall not be used for advertising or commercial purposes.
3. Grounds and buildings shall not be used without authority from the principal, subject to approval by the superintendent, as a medium for the distribution of handbills, circulars, pamphlets, periodicals, newspapers, magazines, books or

Board Regulation- Community Use of School Facilities

B. Rules and Conditions (continued)

advertising matter of any kind, not pertaining exclusively to the curriculum or the social, athletic or scholastic activities of the pupils except on the actual occasion of functions licensed by the school board.

4. School activities, as defined by each school principal, at all times shall have precedence over any other use of school buildings or grounds except the regular scheduled meetings of the town council.
5. No applications for public use of the auditorium or other parts of the buildings and for rooms and grounds will be approved unless sponsored by organizations which, in the judgment of the principal and with the approval of the superintendent, can reasonably be held responsible for payment of charges, compensation for damage to property, and for use of the property in reasonable conformity with ordinary rules of propriety; applications shall not be considered unless signed by officials or duly authorized agents of the organized bodies sponsoring the applications. In no cases shall the school property be leased/ rented to individuals.
6. Applicants shall be responsible for any damages which may be done to school property during the period it is used by them. A deposit to cover damage may be required with any application. Failure to pay promptly all rental charges or damages may be considered sufficient grounds for refusal to grant further use of school property to an applicant.
7. Applicants must furnish or arrange for help that may be necessary for the operation of the auditorium, or other rooms in which meetings are held, or grounds which are being used by them, such as, ushers, ticket sellers and doorkeepers.
8. Regular janitor service, heat, light, water, gas and a stage manager or supervisor (when required) will be included in the rental charges. Also, a regular custodian employed by the board shall have charge of the heat and lights and the regulation thereof at all times, except the stage when used for theatrical performances requiring trained stage hands and electricians.

Board Regulation- Community Use of School Facilities

B. Rules and Conditions (continued)

9. The principal, with the approval of the superintendent, shall designate the space in the various school buildings and the school grounds which are to be used.
10. It is understood that engagement of the school property for outside programs carries with it no obligation on the part of the school authorities to advertise, sponsor or supplement the program to be given.
11. The school board or its representatives must have free access to all facilities at all times.
12. The right to revoke a permit at any time is reserved by the school authorities.
13. Any organization desiring to move special properties into the school or grounds prior to or on the date of rehearsal or performance must obtain permission from the principal. All flats, curtains, and costumes must be treated for fire-retardation.
14. Putting up decorations or scenery or moving pianos is prohibited unless special permission is granted.
15. Permission for bringing equipment such as concession stands, trucks, or carnival equipment on school property must be requested in writing thirty (30) days in advance before a formal agreement can be considered.
16. The parking of automobiles shall be restricted to designated areas.
17. The organization that uses the building and grounds shall be responsible for the conduct of its members.
18. Consumption of soft drinks shall be limited to such section or sections of the building as designated by the school authorities.
19. There shall be no alcoholic beverages or illegal drugs brought to or consumed in the buildings or on the grounds.

Board Regulation- Community Use of School Facilities

B. Rules and Conditions (continued)

- 20. Except by special permission, a group shall not be permitted to remain after twelve midnight.
- 21. Building keys will not be provided to any group except in declared emergency.
- 22. No chairs or seats will be placed in the aisles, and people will not be permitted to block exits.
- 23. Bingo parties are prohibited; however, bingo may be included in PTA or CBEF fundraisers. (Permit required)
- 24. A school kitchen may not be used by an outside organization unless a cafeteria worker is employed during use.
- 25. No smoking will be permitted.

C. Fees

No charges will be made for the use of school property for school or municipal purposes if such use is in the public interest and when the applications are made by proper authorities and no admissions are charged.

Rental charges shall be made for all uses where admissions are paid and for such other occasions as may be required. In each instance the amount of the fee shall be determined by the school board. No exception from the fixed charges shall be made without approval by the school board.

D. Schedule of Fees

Charges and fees for the use of school facilities are not designed to limit or prohibit use, but rather to protect citizens from the expenditure of public money appropriated for the classroom instruction of children and youth for other school purposes. Therefore, a fee will

be charged for functions or activities which are non-school related. Such fee shall be based upon the number of hours in which the facility is in use, the cost of maintaining custodial services, the cost of utilities, and the normal wear and tear of the facilities used.

Board Regulation- Community Use of School Facilities

D. Schedule of Fees(continued)

The following fees per hour are to be charged for use of school facilities:

Facility	<u>Elementary</u> Fees for Rec. Dept. (or V.F.S.*)	Fees for Nonprof. Organ.	Fees for Profit Organ.	<u>High School</u> Fees for Rec. Dept. (or V.F.S.*)	Fees for Nonprof. Organ.	Fees for Profit Organ.
Classroom	\$5.00*	\$15.00	\$30.00	\$5.00*	\$15.00	\$30.00
Weight Room				\$10.00*		
Library	\$5.00	\$20.00	\$40.00	\$10.00*	\$25.00	\$50.00
Cafeteria	\$10.00	\$25.00	\$50.00	\$20.00*	\$35.00	\$70.00
Caf. Plus Kit & Caf. Employ. Supervision					\$45.00	\$90.00
Gymnasium	\$15.00*	\$35.00	\$70.00	\$30.00*	\$150.00	\$300.00

*Does not include on-site supervision that will be provided by recreation department.

Approved: December 10, 1985

Amended: November 12, 1988

Amended: January 11, 2012



Prepared For: Colonial Beach Public Schools
Attn: Dashan Turner
Project Info: Gymnasium (2) 15-Ton Split System
Replacement
Quote No: 00515094
Location: Colonial Beach High School
100 1st Street
Colonial Beach, VA 22443

Date: 3/9/2020

Prepared By: Scott Comer
Carrier Commercial Service
2800 East Parham Road
Richmond, VA 23228
M: (804) 313-7007
Scott.comer@carrier.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE – CARRIER COMMERCIAL SERVICES

Scope of Work – Replace (2) 15-ton Carrier Split Systems at HS Gym

Project Description:

Carrier will replace the current high school gymnasium Carrier split systems with two new Carrier split system consisting of (2) 15-ton 40RU air handling units and (2) 15-ton 38AU heat pumps. Carrier will perform the mechanical and electrical connections of the new units. The project will begin by disconnecting and removing from service the existing split systems, and disposing of the units. All existing supports, brackets, and hangers for the air handling units inside the gym will remain and be used for the new air handlers, along with existing ductwork. Should any duct transitions be needed, Carrier will have them fabricated and install as part of the scope of work. For the heat pumps, Carrier will remove the fencing around both units and set aside to re-install once new units are set on the existing pads. Carrier will provide a fork truck to lift heat pumps, and AHUs, off of delivery truck and will set heat pumps onto the existing pads. Two scissor lifts will also be provided by Carrier to perform the AHU installation. Carrier will run new refrigerant piping as needed between the heat pumps and air handlers. New filter driers, disconnects, and AHU smoke detector will be installed. Any exposed piping will be re-insulated as needed. Carrier will paint wherever touch up paint may be needed as a result of installation. Two new programmable thermostats will be installed inside the gym. Carrier will perform Factory Start-Up of the new systems and verify operation.

Product Specifications:

- **Carrier 40RUQ Air Handling Unit & Carrier 38AUQ Heat Pump**
 - 15 Tons Cooling 460-3-60
 - 20.0 kW, 480-3-60 and 15.0 kW, 400-3-50 Electric Heater
 - Motormaster I Combination Kit
 - Louvered Condenser Coil Hail Guard
 - Liquid Line Solenoid Valve Bi-Flow Kit
 - Liquid Line Solenoid Valve
 - Liquid Line Solenoid Valve Coil
 - Sight Glass
 - Relay 240V 14A
 - Edge Pro splitable 7-Day Programmable/Non-Prog Thermostat



Scope Clarifications & Exclusions

Scope Exclusions:

- Work performed outside normal business hours
- Any work not specifically mentioned in the above scope

Scope Clarifications:

- Unless otherwise noted in this quote; All salvage, scrap and core value will be retained by Carrier and not reimbursed to the customer
- Carrier is not responsible for any damage to pavement, sidewalks, or landscaping

END - Scope Clarifications & Exclusions

Total price for the above (including taxes)..... \$79,500.00

Thank you for your consideration of Carrier Corporation for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Scott Comer
Sr. Service Sales Specialist
Carrier Corporation

PROCEED AS INDICATED:

Carrier Corporation

CUSTOMER:

Name

Customer Name

Signature

Date

Signature

Date

Title

Title



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.

- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data - shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform - shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.



14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.