



Contract Committee Review Request  
MUST BE COMPLETED IN FULL

Date: 12/12/2023

Contract/Agreement Vendor: Reading for Education / Alex Carter

Name of Vendor & Contact Person

acarter@rfe.net

Vendor Email Address

This is a Book Vending Machine Giveaway Agreement between Reading for Education and Liberty Elementary.

*Describe Contract (Technology, program, consultant-prof Development, etc.)*

*Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.*

Encouraging Reading & Rewarding Behaviors

Reason/Audience to benefit

01/08/2024

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review: Dawn McCaslin/Principal Secretary

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator: Elizabeth Gacy

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project

OCAS Coding

☐ Consent

☐ Action

We were 1 of 37 schools that were drawn to be given a Book Vending Machine. We are excited to bring this fantastic addition to our school which will encourage reading and could be used as a reward for good behaviors, birthdays and/or special occasions that may arise.

Summary

*This area must be complete with full explanation of contract*

**The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.**

## BOOK VENDING MACHINE GIVEAWAY AGREEMENT

This Book Vending Machine Giveaway Agreement (this "Agreement"), effective as of October 23, 2023 (the "Effective Date"), is by and between Reading for Education, LLC, a Tennessee limited liability company ("RFE"), and Liberty Elementary School ("Recipient").

WHEREAS, Recipient desires to receive from RFE, and RFE desires to ship to Recipient, the book vending machine (the "Equipment"), and Recipient desires to assume from RFE, and RFE desires to assign to Recipient, the Assumed Rights and Obligations (as defined below), on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Shipment. As a prize for being selected as a winner of the RFE book vending machine giveaway program, RFE shall ship the Equipment to the Recipient (the "Shipment"). RFE will be solely responsible for all costs of shipping and shall select the delivery service. The Shipment shall occur on a reasonable date mutually agreed to by the Parties (the "Shipment Date").
2. Assumed Rights and Obligations.
  - a. Transfer of Assumed Rights and Obligations. Upon Shipment, RFE shall assign to Recipient and Recipient shall assume from RFE all of the rights and obligations of title, risk of loss, and liability arising on and after the Shipment Date (collectively, the "Assumed Rights and Obligations"). The Assumed Rights and Obligations shall not include any rights or obligations arising prior to the Shipment Date.
  - b. Title. RFE represents and warrants that RFE is the sole owner of the Equipment and has good and valid title to the Equipment, free and clear of all liens, security interests, or other encumbrances. Upon Shipment, RFE shall assign and Recipient shall assume title to the Equipment.
  - c. Risk of Loss. Upon Shipment, Recipient shall bear the entire risk of loss or injury, whether or not covered by insurance, for theft, damage, seizure, condemnation, destruction, or other injury whatsoever to the Equipment or resulting from the Equipment.
  - d. Liability. The Equipment is received by Recipient "as is, where is" and with any and all faults. Recipient hereby acknowledges that the Equipment will not be stocked with any books, unless otherwise agreed to in writing. RFE makes no and hereby disclaims any representation or warranty whatsoever with respect to the Equipment, including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose, (c) warranty as to the equipment's quality of materials or workmanship or freedom from defects, latent or otherwise, or (d) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Recipient hereby agrees that RFE shall have no liability to Recipient relating to the condition and use of the Equipment, and Recipient shall bear all such risk.
3. Miscellaneous
  - a. Severability. If any provision or provisions under this Agreement shall be held to be invalid, illegal

or unenforceable, the validity, legality and enforceability of any other provisions shall not in any way be affected or impaired thereby.

- b. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, among and between the parties relating to the subject matter hereof.
- c. Amendment. This Agreement may be amended only by writing executed by RFE and Recipient.
- d. Choice of Law. This Agreement and any disputes relating thereto shall be construed under the laws of the State of Tennessee, without regard to the choice of law provisions thereof.
- e. Notices. All notices relating hereto shall be sufficient if in writing and delivered personally, delivered by a recognized commercial carrier or by certified or registered first class airmail, postage pre-paid, return receipt requested, to the address shown below or at any later address given to the sender as provided herein:

In case of RFE:

Reading for Education, LLC  
180 Freedom Ave.  
Murfreesboro, Tennessee 37129

In case of Recipient:

Liberty Elementary School  
4300 E 29<sup>th</sup> Ave  
Broken Arrow, OK 74014

- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, RFE and Recipient, each by its duly authorized officer or agent, have duly executed and delivered this Agreement as the day and year first above written.

READING FOR EDUCATION, LLC:

Name: Sandra Carter

Signature: Sandra Carter

Title: President

RECIPIENT:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# BROKEN ARROW PUBLIC SCHOOLS

## AGENDA ITEM

**Meeting Date:** 11/6/2023 - 6:00 PM

**Category:** Instructional Services

**Type:** Action

**Subject:** Accept and approve the new book vending machine that Liberty Elementary School won from School Store because over 40% of parents participated in purchasing supplies this school year from them. The estimated value of the book vending machine is \$5,000.00. There is no cost to the District. J. Peterson

:

**Policy:**

**Enclosure:**

**File Attachment:**

**Summary:**

**Funding:** Not applicable

**Recommendation** Approve

**Approvals:** **Recommended By:**

**Signed By:**

*Signature*

Karla Dyess - Deputy Superintendent

**Signed By:**

*Chuck Perry*

Chuck Perry - Superintendent

**Vote Results:**

### Original Motion

Member **John Cockrell** Moved, Member **Brandy Roulet** seconded to approve the **Original** motion 'Approve'. Upon a Roll-Call Vote being taken, the vote was: Aye: **4** Nay: **0**.

The motion **Carried** 4 - 0

Steve Allen	Yes
John Cockrell	Yes
Debbie Taylor	Yes
Brandy Roulet	Yes