

CAMPBELL COUNTY

# Board of Education

172 Valley Street  
Jacksboro, Tennessee 37757  
Phone: 423-562-8377, Fax: 423-566-7562

**Jennifer Fields**  
Director of Schools

## AGENDA

SHARON RIDENOUR, Chair  
386 Middlesboro Road  
LaFollette, TN 37766

LISA FIELDS, Co-Chair  
1049 Deerfield Way  
LaFollette, TN 37766

JEFFREY MILLER  
209 Glade Springs Road  
LaFollette, TN 37766

BRENT LESTER  
180 S. Village Lane  
LaFollette, TN 37766

JOHNNY BYRGE  
1005 Rose Hill Drive  
LaFollette, TN 37766

RANDY HEATHERLY  
145 Dogwood Lane  
Jacksboro, TN 37757

JOSH JAMES  
140 Mountain View Rd.  
Jacksboro, TN 37757

RONNIE LASLEY  
1102 Bruce Gap Road  
Caryville, TN 37714

CRYSTAL CREEKMORE  
112 Old Standard Hollow Road  
Newcomb, TN 37819

STEVE MORGAN  
118 Whistle Creek Road  
Newcomb, TN 37819

The Campbell County Board of Education will meet in regular session on Tuesday, August 8, 2023, 6:00 p.m., at the courthouse in Jacksboro, Tennessee.

Prayer.

Pledge of Allegiance.

- I. Roll Call and Call to Order
- II. Recognition of Guest
- III. Public Comment (Agenda Items Only, Max 2 speakers/Viewpoint & Max 3 Minutes/Speaker)
- IV. Consent Agenda
  - A. Minutes of the previous meetings. (Attachment)
    1. July 11, 2023, regular session meeting.
- V. Approval of Regular Agenda
- VI. Comments from the Chair
- VII. Director's Monthly Report
- VIII. Legislative Report
- IX. Recognize Jeff Marlow, Director of Finance
  - A. Monthly Financials. Nothing at this time.
  - B. Approve Budget Amendments and Resolutions. (This item will be sent out in separate cover).
  - C. Reviewing of Bids. Nothing at this time.

- D. Request permission to advertise Bids. Nothing at this time.
- E. Request permission to accept renewal of contracts. Nothing at this time.

X. Items for Action:

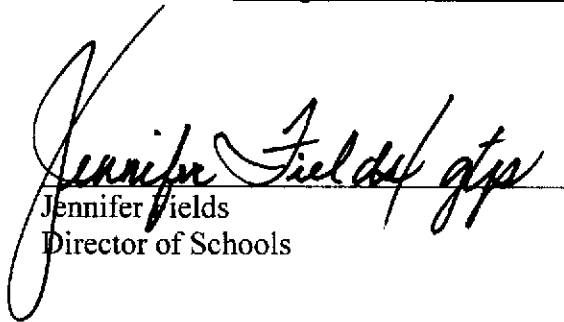
- A. Consider approving lodging overage for the following to attend Tennessee School Counselor and Administrator Leadership Institute on September 17, 2023, through September 19, 2023, in Murfreesboro, TN.  
Pam Walden  
September 17<sup>th</sup> nightly rate \$261.42/11.42 overage  
September 18<sup>th</sup> nightly rate \$311.21/61.21 overage  
Total overage - \$72.63
- B. Consider approving revised school board procedure establishing Administrators/Supervisors/Principals/Assistant Principals and/or Instructional Data Manager Positions for the High Schools, Middle Schools and Elementary Schools, and Coordinators and to establish calculation procedures for the 10, 11 and/or 12-month annual salaries of such positions, as presented at the Budget and Finance Committee meeting on August 1, 2023. (Attachment)
- C. Consider approving 9-12 school counselors moving from 10 months to 11 months as presented at the Budget and Finance Committee meeting on August 1, 2023.
- D. Consider approving Contractual Agreement between Campbell County School District and Dara Kline, Ph.D. (Attachment)
- E. Consider approving Fresh Fruit and Vegetable Program monies (FFVP) for the 2023-2024. (Attachment)
- F. Consider approving Services Agreement between Campbell County Schools and Ridgeview Behavioral Health Services for the 2023-2024 school year. (Attachment)
- XI. Consider approving Navigate 360 SEL (social, emotional, and learning) Programs for K-5 counselors. (Attachment)
- XII. Consider approving Director of Schools Evaluation as presented at the August 1, 2023, special called meeting. (Attachment)

XIII. Items for Discussion:

- A. Discuss Memorandum of Understanding of Board and Teacher Relations to advertise all vacant teaching and administrative positions on the Campbell County Schools website at least 5 working days before interviews and hiring.

XIV. Discuss Legal Matters:

XV. Recognize School Board Members:



Jennifer Fields  
Director of Schools

## MINUTES

The Campbell County Board of Education met in regular session on Tuesday, July 11, 2023, 6:00 p.m., at the courthouse in Jacksboro, Tennessee. The following school board members were present: Chair Sharon Ridenour, Johnny Byrge, Crystal Creekmore, Lisa Fields, Randy Heatherly, Ronnie Lasley, Brent Lester, Jeffrey Miller, and Steve Morgan. School board member Josh James was absent from the meeting. Director of Schools Jennifer Fields was present, and Gail Parks kept the minutes.

Prayer by Lisa Fields.

Pledge of Allegiance led by Brent Lester.

### I. Roll Call and Call to Order

### II. Recognition of Guest

#### Lewis Group Architects

Representatives Todd Brang, Christina Pint, and Dr. Brian Bell distributed a handout of schematic design of the Jacksboro Elementary project and made a presentation. Mr. Brang stated they didn't have the survey until mid-June. The Topo survey is still not complete, so they decided in June to move forward. Ms. Pint gave a detailed summary and demonstrated the floor plan. The gym will have an additional 11 rows of seating, and the shape of the cafeteria will be different. The proposed seating capacity is currently 435, with addition the capacity will be 686. The cafeteria currently seats 264, upon completion of the project it will seat an additional 120 people. A presentation of a preliminary rendering of the exterior gym upon completion of the project was given as well as the cafeteria. The expansions will cost approximately \$400.00 to \$500.00 per square foot. Mr. Brang stated a discussion of construction contingency would be held at a later date. The Lewis Group representatives thanked the board and stated they would be back in a month or so for an update.

#### Ms. Faye Heatherly

Ms. Heatherly represented the Christian Learning Academy program. Legislation passed this program in 2017 and the board took action to approve the program in 2018. In 2019 Senator Yager and Representative Dennis Powers worked and voted to get us ½ credit, Ms. Heatherly stated she called and asked why this was only for ½ credit, in January 2023, the program was approved for 1 full credit. Ms. Stephanie Lloyd has worked with the program at CCLC for 4 years and is a privilege to work with students and was appreciative of the 1 full credit. A student shared with her that he has enjoyed this class. 80 students were enrolled this past year. This is a privately funded program which has an increase of \$133,000 in their budget. Board member Fields stated 3 things to make this program, Private funding, private location, and private location located off campus, and parent permission. Chair Ridenour thanked Ms. Heatherly and Ms. Lloyd for their work and dedication to this program.

### III. Public Comment (Agenda Items Only, Max 2 speakers/Viewpoint & Max 3 Minutes/Speaker) Chair Ridenour explained the new state law and the guidelines which to follow.

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REGULAR SESSION MEETING

IV. Consent Agenda

A. Minutes of the previous meetings.

1. June 13, 2023, regular session meeting.
2. June 28, 2023, building committee meeting.
3. June 29, 2023, recess session meeting.
4. June 29, 2023, budget and finance committee meeting.

B. Executive Action:

1. Approve new assistant principal position at Campbell County High School effective July 5, 2023.

C. Dilapidated items:

Central Office – HP Office Jet 4620 Okidata Microline Pin Printer 1415014706  
Caryville Elementary – Computers – 1S10GTOO3BUSMJ04RDCK  
1S10GT003BUSMJ04RDDK 1S10GT003BUSMJ04RDDS  
1S10GT003BUSMJ04RDD7 1S10GT003BUSMJ04RDCT  
1S10AH508P00MJ00WBKP 142-71100-722-108  
Technology – laptops PF-01MHN8 PF-0DTZBG PF-0L6LJ1R8-E4G3K  
R8-KLHK6 R8-L4X61 PF-01ZJQF PF-01MHQ2 PF-01MKS7 PF-01FYCH  
PF-01MK00 R8-KLHL8 LR-03JFGL LR-03JFGP LR-03JFH6 LR-03JFHH

Motion by Lester, second by Heatherly to approve the Consent Agenda.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

V. Approval of Regular Agenda & Addendum

Motion by Miller, seconded by Lasley to approve the Regular Agenda & Addendum.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

VI. Comments from the Chair

Chair Ridenour reminded the board of Summer Law at Park Vista on June 20<sup>th</sup> through June 22<sup>nd</sup>. There will be a policy committee meeting announced after Summer Law meeting.

VII. Director's Monthly Report

Director Fields welcomed Sandi Wilson, as new Attendance Supervisor, Traci Chambers, new CTE, Transportation and Maintenance Supervisor and Daniel Sexton, new assistant principal at Campbell County High School.

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VIII. Legislative Report Nothing at this time.

IX. Recognize Jeff Marlow, Director of Finance

A. Monthly Financials.

141 General Purpose School Fund. Balance Sheet as of May 31, 2023

Cash with Trustee - \$11,940,806.74

Total Revenues - \$40,943,346.94

Percent of Budget – 90.6%

Total Expenditures - \$39,164,775.40

Percent of Budget – 81.8%

142 School Federal Projects. Balance Sheet as of May 31, 2023

Cash with Trustee - \$2,043,408.57

Total Revenues - \$14,588,651.48

Percent of Budget – 72.9%

Total Expenditures - \$14,588,651.48

Percent of Budget – 72.9%

143 Central Cafeteria Fund. Balance Sheet as of May 31, 2023

Cash with Trustee - \$3,246,061.44

Total Revenues - \$4,636,383.63

Percent of Budget – 101.9%

Total Expenditures - \$3,632,899.76

Percent of Budget – 71.7%

Karen Henegar gave a detailed summary of the May 31, 2023, Monthly Financial Reports, and requested if there were no questions they be approved at this time.

Motion by Lasley, second by Byrge to approve the May 31, Monthly Financial Reports.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

B. Approve Budget Amendments and Resolutions.

Karen Henegar gave a detailed summary of the July 11, 2023, Budget Amendment and Resolution.

Motion by Miller, second by Heatherly to approve the (1) July 2023, Budget Amendment and Resolution.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

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C. Reviewing of Bids.

1. Painting – LaFollette Middle Gym

Motion by Miller, second by Lasley to reject, re-do bid specifications, and re-bid. Director Fields recommended this.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

2. Painting – Wynn School Gym

Motion by Miller, second by Fields to reject, re-do bid specifications, and re-bid.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

3. Roof replacement for LaFollette Elementary & Caryville Elementary Schools.

Motion by Miller, second by Lester to reject bids and re-bid.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

D. Request permission to advertise Bids.

1. LaFollette Middle School football fieldhouse roof repair

Motion by Miller, second by Lester to advertise bids for LaFollette Middle School football field house roof repair.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

2. Fencing project at Jellico High, Jellico Elementary, and Caryville Elementary Schools.

Motion by Morgan, second by Creekmore to advertise bids for fencing at Jellico High, Jellico Elementary, and Caryville Elementary Schools.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

Board member Byrge asked if there was adequate water supply for Jellico High School football field sprinkler system. Stan Marlow stated yes.

E. Request permission to accept renewal of contracts. Nothing at this time.

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X. Items for Action:

- A. Consider approving recommendations out of Building Committee on June 28, 2023.
1. Approve hiring of Michael Brady Inc. (MBI) to design and estimate cost of the proposed multi-purpose sports complex to include Jellico Elementary fieldhouse project.
  2. Encumber \$45,000.00 for sprinkler system for Jellico High School football field. Funds to be taken out of the 2023-2024 Capital Outlay budget.
  3. Approve purchase of infield dirt and backstop for CCHS softball field.
  4. Approve AC kitchen unit for Valley View Elementary.
  5. Approve 6 AC bard units for Jellico Elementary School.

Motion by Miller, second by Morgan to approve recommendations out of Building Committee on June 28, 2023.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- B. Consider approving the contract between CCBOE and Grace Rehabilitation Center, Inc.
1. Physical, Occupational and Speech Therapy.
  2. Speech Therapy for Jacksboro Elementary, Jellico Elementary, and Caryville Elementary Schools.

Motion by Fields, second by Heatherly to approve contract between CCBOE and Grace Rehabilitation Center, Inc.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- C. Consider approving STOPit Solutions 6-12 SEL Program Agreement.

Motion by Morgan, second by Fields to approve STOPit Solutions 6-12 SEL Program Agreement.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.



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- D. Consider approving Memorandum of Agreement between Ridgeview Behavioral Health Services and Campbell County Schools for the 2023-2024 school year.

Motion by Byrge, second by Morgan to approve MOA between Ridgeview Behavioral Health and CCBOE for the 2023-2024 school year.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- E. Consider approving Campbell County School Bus Operator Contract for the 2023-2024 school year.

Motion by Morgan, seconded by Creekmore to approve Campbell County School Bus Operator contract for the 2023-2024 school year.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- F. Consider revising the 2023-2024 school year calendar to reflect no school on March 5, 2024, for the Presidential Primary Election. This will add one day at the end of the year, ending on May 31, 2024, instead of May 30, 2024.

Motion by Morgan, second by Byrge to revise the 2023-2024 school year calendar.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- G. Consider approving the Consolidated Funding Application for the 2023-2024 school year.

Motion by Byrge, second by Lester to approve the Consolidated Funding Application for the 2023-2024 school year.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

- H. Consider approving MICROBAC Agreement for environmental service at Wynn Elementary School.

Motion by Morgan, second by Fields to approve MICROBAC Agreement.

Ridenour-yes, Byrge-yes, Creekmore-yes, Fields-yes, Heatherly-yes, James-absent, Lasley-yes, Lester-yes, Miller-yes, Morgan-yes. Motion Passed.

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XI. Items for Discussion: Nothing at this time.

XII. Discuss Legal Matters: Board of Education went into Executive Session with Attorney Cantrell and Director Fields.

XIII. Recognize School Board Members:

Board member Morgan congratulated Director Fields and staff on doing a good job on the retention issue.

Board member Heatherly also congratulated everyone on the retention issue.

Board member Fields congratulated Traci Chambers, Sandi Wilson, and Daniel Sexton on their new assignment.

Motion by Byrge, second by Lasley to adjourn.

Meeting adjourned.

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Sharon Ridenour  
Chair, CCBOE

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Jennifer Fields  
Director of Schools

DRAFT  
Revised School Board Procedure  
Establishing Administrators/Supervisors, Principals, Assistant Principal and/or  
Instructional Data Manager Positions for the High Schools, Middle Schools and  
Elementary Schools, and Coordinators  
and to Establish Calculation Procedures for the 10, 11 and/or 12 Month  
Annual Salaries of Such Positions

Assistant Principals and/or Instructional Data Manager Positions:

The Campbell County Board of Education has established Assistant Principal and/or Instructional Data Manager Positions for the High Schools, Middle Schools and some Elementary Schools. Effective July 1, 2023, the number of work months/days for each established Assistant Principal and/or Instructional Data Manager Position may be a 10 month/200 day position, an 11 month/220 day position or a 12 month/260 day position at the discretion of the Director of Schools, subject to budgetary appropriation limitations.

The total annual compensation amount to be paid for Assistant Principal and/or Instructional Data Manager Positions will be comprised of annual State Salary, Local Salary and Salary Equity Funds components, as denoted on the Certified Employees Pay Scale (a 10 month/200 day pay scale) in accordance with the applicable degree and years of experience of each assistant principal/data manager with 10% of this Base amount for an 11 month position supplement amount and 20% of this Base amount for a 12 month position supplement. There will be an additional fixed supplement amount for all Assistant Principal and/or Instructional Data Manager Positions to be determined based on type of school and/or type of school and student enrollment as follows:

High School Assistant Principals	Fixed Supplement Amount
	\$12,000

Elementary & Middle School Assistant Principals	
Student Enrollment	Fixed Supplement Amount
0-175	\$4,000
>175-350	\$5,000
>350	\$7,500

The applicable State and Local Salary components denoted on the Certified Employees Pay Scale (a 10 month/200 day scale) are subject to change in the future as State and/or Local raises are granted with 11 month and 12 month supplements to be recalculated accordingly without further direct action of the Board of Education. Further, the student enrollment data for the 4<sup>th</sup> reporting period of the prior school year will be the basis for the supplement for the current year. Thereafter, the next upcoming school year compensation amounts will utilize the student enrollment data from the 4<sup>th</sup> reporting period of the now current school year.

The applicable 10, 11 or 12 month annual supplement amount is to compensate assistant principal/data manager positions for both the job duties performed and for any additional work days beyond the 200

days covered by the Certified Employees Pay Scale (a 10 month/200 day pay scale). If an employee is placed in an assistant principal/data manager position at a time when the number of work days remaining in the applicable work period (10 month/200 days, 11 month/220 days or 12 month/260 days) is less than the full number of work days that otherwise would have been performed by the employee had such employee been placed in the assistant principal/data manager position at the beginning of the applicable work period, the total actual compensation amount for such employee, comprised of the applicable State Salary, Local Salary and Salary Equity Funds components and the applicable salary supplement components, will be pro-rated in accordance with actual number of days worked.

Assistant Principal and/or Instructional Data Manager Positions are to be accounted for in the applicable chart of account category and line item as established by the State of Tennessee Commissioner of Education. Currently the most applicable category is entitled "Office of the Principal" and the most applicable line item is entitled "Assistant Principals".

#### Principals:

The Campbell County Board of Education has established Principal Positions for the High Schools, Middle Schools and Elementary Schools. Effective July 1, 2023, the number of work months/days for each established Principal Position may be a 10 month/200 day position, an 11 month/220 day position or a 12 month/260 day position at the discretion of the Director of Schools, subject to budgetary appropriation limitations.

The total annual compensation amount to be paid for Principal Positions will be comprised of annual State Salary, Local Salary and Salary Equity Funds components, as denoted on the Certified Employees Pay Scale (a 10 month/200 day pay scale) in accordance with the applicable degree and years of experience of each principal with this 10% of this Base amount for an eleven (11) month position supplement amount and 20% of this Base for a twelve (12) month position supplement amount. There will be an additional fixed supplement amount to be determined based on type of school and student enrollment as follows:

#### High School Principals

Student Enrollment	Fixed Supplement Amount
0-175	\$11,000
>175-350	\$22,500
>350	\$34,000

#### Elementary & Middle School Principals

Student Enrollment	Fixed Supplement Amount
0-175	\$ 8,000
>175-350	\$10,000
>350	\$15,000

The applicable State and Local Salary components denoted on the Certified Employees Pay Scale (a 10 month/200 day scale) are subject to change in the future as State and/or Local raises are granted with 11 month and 12 month supplements to be recalculated accordingly without further direct action of the Board of Education. Further, the student enrollment data for the 4<sup>th</sup> reporting period of the prior school

year will be the basis for the supplement for the current year. Thereafter, the next upcoming school year compensation amounts will utilize the student enrollment data from the 4<sup>th</sup> reporting period of the now current school year.

The applicable 10, 11 or 12 month annual supplement amount is to compensate principal positions for both the job duties performed and for any additional work days beyond the 200 days covered by the Certified Employees Pay Scale (a 10 month/200 day pay scale). If an employee is placed in a principal position at a time when the number of work days remaining in the applicable work period (10 month/200 days, 11 month/220 days or 12 month/260 days) is less than the full number of work days that otherwise would have been performed by the employee had such employee been placed in the principal position at the beginning of the applicable work period, the total actual compensation amount for such employee, comprised of the applicable State Salary, Local Salary and Salary Equity Funds components and the applicable salary supplement components, will be pro-rated in accordance with actual number of days worked.

Principals are to be accounted for in the applicable chart of account category and line item as established by the State of Tennessee Commissioner of Education. Currently the most applicable category is entitled "Office of the Principal" and the most applicable line item is entitled "Principals".

Director of Schools & Supervisor Positions:

The Director of Schools and Supervisor Positions Compensation listed herein will replace the present compensation basis for these positions effective July 1, 2023. The new methodology for determining compensation levels will be comprised of annual State Salary, Local Salary and Salary Equity Funds components, as denoted on the Certified Employees Pay Scale (a 10 month/200 day pay scale) in accordance with the applicable degree and years of experience to determine an Annualized Base Compensation with additional supplemental pay, if applicable, as follows: 10% of the Annualized Base Compensation for an 11 month position supplement amount and 20% of the Base amount for a 12 month position supplement. An additional fixed annual supplement amount will be included as follows:

There shall be an additional fixed annual supplement amount of \$52,000 for the Director of Schools position with the Board of Education to review annually in March to establish a fixed annual supplement amount for the upcoming fiscal year.

There shall be an additional fixed annual supplement amount of \$25,000 for Supervisor positions.

Any and all resolutions, policies, procedures, agreements, etc. in conflict herewith are repealed and replaced insofar as such conflict exists.

Enacted this \_\_\_<sup>th</sup> day of August, 2023.

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Approved:      Director of Schools

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Attest:            Board of Education Chair

**CONTRACTUAL AGREEMENT  
BETWEEN  
CAMPBELL COUNTY SCHOOL DISTRICT  
AND  
DARA KLINE, Ph.D.**

**GENERAL**

The parties of this contract share a mutual concern for providing behavioral management service to children of the Campbell County School District. Furthermore, both parties stipulate and agree that the services provided to these children shall be equal to those services provided to other children in the school system.

**CONTRACTURAL AUTHORITY**

The provisions contained herein are made under authority contained in Part I, Section B, 11, b, (2) of the Rules, Regulations, and Minimum Standards of the Tennessee State Board of Education.

This provision authorizes the Commissioner of Education to approve contracts or agreements between local boards of education and suitable agencies or organizations for the provision of approved facilities and services for children. (TCA 49-2902 and 49-2922).

**SERVICES AND FACILITIES TO BE PROVIDED BY THE CAMPBELL COUNTY SCHOOL DISTRICT**

The Campbell County School District agrees to contract with Dara Kline, Ph.D. to provide Behavioral Management Services for children referred for consultation. This contract will begin on July 1, 2023 and end April 30, 2024. The Campbell County School District agrees to reimburse Dara Kline at the rate of \$90.00 per hour, for a maximum of 69.4 hours. Total contract amount will cost \$ 6250.00.

Invoices along with all documentation shall be submitted to the Campbell County School District by the 1<sup>st</sup> day of each month, with a payment due 30 days thereafter.

**SERVICES TO BE PROVIDED BY DARA KLINE, PHD**

Dara Kline, Ph.D., agrees to contract with the Campbell County School District to provide behavioral analysis services to the Campbell County School District. Dara Kline, Ph.D. agrees to furnish the necessary materials and expertise in the area of behavioral management; agrees to furnish all reports and documentation required by the Campbell County School District; and

agrees to participate, as needed and available, during the IEP and/or 504 process related to Campbell County Students pending adequate notice of meetings.

Dara Kline, PhD and the Campbell County School District shall at all times comply with the regulations of Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of sex, age, color, creed, national origin or mental handicap.

This Agreement constitutes the full understanding of the parties and shall be governed by the laws of the State of Tennessee. This Grant Agreement may be amended only by written instrument signed by authorized officers of the Campbell County School District and Dara Kline, PhD.

The type and time of specific consultation and/or services shall be determined by mutual consent of the Campbell County Staff and Dr. Kline. The contract may be cancelled by either party for any reason by giving a 30 days' notice pending full payment for services rendered to date.

*IN WITNESS WHEREOF, the parties have their duly authorized representatives set their signatures.*

Signature: \_\_\_\_\_  
Director of Schools

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Director of Finance

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Director of Special Education

Date: \_\_\_\_\_

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

Chariman of the Board

Date: \_\_\_\_\_

Name: DARA KLINE, Ph.D.

Address: 1633 Niggs Creek Road  
Oneida, Tennessee 37841

Attention: Dara Kline

Telephone: 423-215-3044

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

Dara Kline, P.D., Provider

Date: \_\_\_\_\_





**BILL LEE**  
GOVERNOR

STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
NINTH FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**LIZZETTE REYNOLDS**  
COMMISSIONER

**Date:** July 3, 2023      **SFA Name:** Campbell County      **SFA #:** 070  
**System UEI:** GEDAKXD3RH21      **Indirect Cost Rate:** N/A  
**Period of Performance:** July 1, 2023-September 30, 2023      **FAIN#:** 235TN330L1603  
**Period of Performance:** October 1, 2023-June 1, 2024      **FAIN#:** Not available at this time.

**Federal Granting Agency:** United States Department of Agriculture

**This is not a Research & Development Grant.**

**Total Amount Awarded to the State:** \$ 4,800,064      **Grant Award Date:** June 23, 2022  
**Total Amount Awarded to the State:** \$5,117,967      **Grant Award Date:** May 31, 2023  
**Total Amount Awarded to the SFA:** \$117,040

Dear Jennifer Fields,

The state of Tennessee is awarding federal funds from the U.S. Department of Agriculture (USDA) for the Fresh Fruit and Vegetable Program (FFVP) (CFDA # 10.582). Funds are to be used to purchase, prepare, and distribute fresh fruits and vegetables at no charge to the students in the school. The program should be structured so that maximum benefits go to the children. Each selected site has the option to spend up to 10% of the total allotment for allowable administrative costs. The School Food Authority (SFA) agrees to implement the program fully by spending 90% of funds, to the maximum extent possible, in a manner consistent with the policies and procedures established by USDA and the Tennessee Department of Education.

The department is pleased to announce that the schools listed have been selected to receive up to the total amount noted for the 2023-24 school year to operate the Fresh Fruit and Vegetable Program. These schools will have approximately 18% of the total amount available to spend between July 1 and September 30, 2023. Funds remaining from that 18% after September 30 will be lost; they will not roll over to October 1. The remaining 82% of your funds must be spent between October 1, 2023 and June 30, 2024. All participating School Food Authorities (SFAs) will be contacted to take part in a mandatory webinar start-up training. All books and records relating to award shall be made available as required by the state and federal regulations, for inspection and audit by state and federal auditors. If for some reason you are unable to participate in this program or no longer want to participate, please let us know as soon as possible so we can reallocate the funds. This will not affect your ability to reapply next year.

If you have any questions, please contact our office at (800) 354-3663. We look forward to working with you in creating ways to help students develop lifelong, healthy eating habits.

Sincerely,

Bill Byford, State Director of School Nutrition Program

CC: Jamie Gillum, Nutrition Supervisor  
Frankie Norton, Regional Consultant  
MarLea Finch, Supplemental Programs Director

## **Schools Selected for the Fresh Fruit and Vegetable Program School Year 2023-24**

Valley View	\$22,495
Caryville Elementary	\$32,835
Jacksboro Elementary	\$35,200
LaFollette Elementary	\$26,510

## **SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made on this 1st day of July, 2023, by and between Campbell County Schools (hereinafter known as "School District") with its principal office 172 Valley Street, Jacksboro, Tennessee 37757, and Ridgeview Behavioral Health Services (hereinafter known as "Contractor") with its principal office at 240 W. Tyrone Rd. Oak Ridge, TN 37830.

### **WITNESSETH**

WHEREAS, Approximately 25% of youth ages 5-18 have experienced a mental health disorder during the past year and more than 30% of children and adolescents are expected to experience at least one mental health condition during the course of their lifetime.

WHEREAS, At times, mental health services are not provided to children who need them.

WHEREAS, Adolescents are particularly dependent on adults for recognition of mental health problems, provision of appropriate support and referrals to help.

WEHREAS, As more people and particularly youth experience mental distress, there is a need for increased mental health literacy and basic mental health training programs for the public and those working with youth.

WHEREAS, Developing the appropriate social support system has been shown to reduce the risk of developing mental, emotional, and behavioral disorders.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

**1. The term of this Agreement shall be from July 1st 2023 through June 30th, 2024.**

**2. General Compliance with Laws.**

(a) If required, the company shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

- (b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulation in any manner affecting the conduct of the work. The preceding shall include, but is not limited, to compliance with all Equal Employment Opportunities laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).
  - (c) This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Campbell County, Tennessee and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Campbell County, Tennessee.
3. SCHOOL DISTRICT and Contractor agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of Ridgeview (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.
4. **Compensation**
- (a) In consideration for the services provided by Contractor, the SCHOOL DISTRICT agrees to pay the Contractor \$5,000 per full-time behavioral health therapist for mental health services provided to Eligible SCHOOL DISTRICT students during the school year.
  - (b) Contractor shall invoice SCHOOL DISTRICT for the Fees under this agreement, after the services on a bi-annually bases in December and May, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractors' invoice therefor.

5. **Appropriation**

In the event no funds are appropriated by Campbell County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**6. FERPA Compliance**

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (24 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract.

Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.

**7. School District Responsibilities**

- (a) SCHOOL DISTRICT agrees to provide a confidential space for therapeutic intervention at each school as well as access to student level data through a staff member at each school.

**8. Background Checks**

Contractor shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

**9. Professional Liability Insurance**

Contractor will provide proof of insurance with coverage and limits satisfactory to school district's Business Office. Contractor herein agrees to hold SCHOOL DISTRICT harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, except when such injuries or damage arise in the acts of negligence of SCHOOL DISTRICT Providers or Contract Providers. Any obligation of Contract to indemnify and hold School District harmless is limited to the terms of Contractor's liability insurance.

**10. Acknowledgments**

- (a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor, In that regard, while CONTRACTOR is subject to general terms and conditions in connection with the performance of the Services, CONTRACTOR

and SCHOOL DISTRICT acknowledge the Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

- (b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of the Agreement.
- (c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers' employees, or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering in this Agreement.

#### **11. Force Majeure**

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

#### **12. Tax Liabilities**

Campbell County is not liable for federal excise or State sales tax. Tax exemption certificates will be provided upon request.

#### **13. Severability**

Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.

#### **14. Entire Agreement**

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

**15. Assignment**

Contract shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without the prior written specific consent of Campbell County.

**16. Headings**

The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provision hereof.

**17. Counterparts**

This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

SCHOOL DISTRICT

RIDGEVIEW BEHAVIORAL  
HEALTH SERVICES

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Director of Schools

  
President/CEO

## NAVIGATE360 - ORDER FORM

**Customer:** Campbell County School District  
551 Sunset Trl  
Jellico, TN 37762  
Ernie Clawson  
ernie.clawson@ccpstn.net

**Proposal No:** Q-80606  
**Proposal By:** Annie Braude  
**Email:** abraude@navigate360.com  
**Opp Number:** 179315  
**Proposal Expires:** 8/31/2023

**Total Investment:** \$9,999.50 - Net 30

**Term:** The 12 month term for subscription services begins on **7/1/2023** and ends on **6/30/2024**. Subscription services will be billed according to the following invoice schedule: One-Time Payment

**Notes:**

### SUBSCRIPTION SERVICES

Product	Description	Quantity	Annual Price
Suite360 - For Students	Suite360 curriculum for students	2250 Students	\$5,999.50
Suite360 Services and Support	Annual service and support fees for curriculum subscriptions.	8 Building(s)	\$4,000.00

**Subscription Total:** \$9,999.50

**Total:** \$9,999.50

**Proposal No:** Q-80606

Accurate Sales Tax will be added when applicable.

\* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.



## Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

× By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

**Master Service Agreement:** Campbell County School District MSA

**Software Services Addendum A**

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

### NAVIGATE360 SIGNATORY

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

### CUSTOMER SIGNATORY

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

### CUSTOMER BILLING INFORMATION

A/P Contact Name: \_\_\_\_\_  
A/P Phone: \_\_\_\_\_  
A/P Email: \_\_\_\_\_  
A/P Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State (2 Letter Abbreviation): \_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_  
Purchase Order  
[ ] Attached PO #: \_\_\_\_\_  
[ ] PO in process to be sent separately  
Sales Tax Exempt No. \_\_\_\_\_

**Sales Tax Exemption Certificate must be attached.**

Proposal No: **Q-80606**

Accurate Sales Tax will be added when applicable.

\* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**"), is by and between Navigate360, LLC, a Nevada limited liability company, with offices located at 3900 Kinross Lakes Parkway, Second Floor, Richfield, Ohio 44286 (the "**Company**") and Customer, whose detailed information is set forth on the applicable Order Form (the "**Customer**").

WHEREAS, Customer desires to retain Company to provide certain safety and emergency preparedness and/or threat assessment services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Definitions.** The defined terms for this Agreement and its attachments are set forth at: <https://tinyurl.com/N360Definitions-20210107>

2. **Services.** Company shall provide the Services to Customer pursuant to the Addenda as described in more detail in any corresponding Order Form(s), in accordance with the terms and conditions of this Agreement:

Addendum A: Software Services  
<https://tinyurl.com/N360AddendumA-20210106>

Only Addenda included on an Order Form shall apply. Additional Services may be purchased after the Effective Date subject to execution of additional Order Form.

3. **Company's Obligations.**

3.1 Company shall:

- (a) appoint Company Personnel, who are suitably skilled, experienced, and qualified to perform the Services;
- (b) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (c) comply with, and ensure that all Company Personnel comply with, all rules, regulations, and policies of Customer that are communicated to Company in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
- (d) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Company in providing the Services; and
- (e) require each Company Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement.

3.2 Company is responsible for all Company Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

4. **Customer's Obligations.**

4.1 Customer shall:

- (a) cooperate with Company in all matters relating to the Services and appoint a Customer employee to serve as the primary contact, as well as two Customer employees to serve as backup contacts, with respect to this Agreement and who will have the authority to act for Customer pertaining to matters under this Agreement (the "**Customer Contract Manager**");
- (b) make available to Company certain use of Customer's facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information, current and accurate maps, wifi credentials, and other relevant information as reasonably required by Company in the performance of any Services hereunder or as specified on any applicable Order Form. If Customer has purchased any site mapping or risk assessment services, Customer must provide all floor plans and/or maps to Company within 30 days of the applicable Order Form; any delay in providing the floor plans and/or maps beyond the aforementioned 30-day period will result in an additional charge of 10% of the amount due for the site mapping or risk assessment services for each month, or portion thereof, of such delay. Customer shall ensure that competent personnel are available during normal working hours to provide information and other support to Company while providing Services. Authorized Service Recipients shall always keep the Customer aware of Company's schedule in providing the Services. Any Services refused or needing to be rescheduled due to any Authorized Service Recipient not sharing the relevant information/schedule of the Company for providing Services shall incur additional fees as set out in the Order Form;
- (c) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Services under this Agreement;
- (d) provide such Customer information as Company may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
- (e) obtain and maintain all necessary licenses and consents and comply with all applicable Laws, including any

US export control regulations, in relation to the Services, in all cases before the date on which the Services are to start.

4.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees, including, without limitation, the provision of inaccurate, incomplete or outdated maps, documents or information, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Additional fees may be incurred as a result of Customer, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees being in breach of this provision.

5. Term and Termination.

5.1 Term. The term of this Agreement shall be set out on the Order Form (the "Term").

5.2 Termination of this Agreement for Cause. Either party may terminate this Agreement for cause, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 15 business days or is not dismissed or vacated within 30 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

5.3 Upon expiration or termination of this Agreement for any reason each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause. Upon any termination for cause by Company, Customer shall pay any unpaid fees covering the remainder of the Term under all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to Company for the period prior to the effective date of termination.

5.4 The rights and obligations of the parties set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, and 15 of this Agreement, and any right or obligation which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. With respect to Confidential Information that constitutes a trade secret under applicable law the rights and obligations set forth in Section 8 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Company or its Affiliates and its or their employees, officers, directors, shareholders, agents, independent contractors, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

6. Fees and Expenses; Payment Terms.

6.1 In consideration of the provision of the Services by the Company and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Order Form.

6.2 Except otherwise provided under this Agreement, the total fees for the Services shall be the amount set out in the applicable Order Form. The total price shall be paid to Company either in full or in installments, as set out in the Order Form. If paid in installments, at the start of a period specified in the applicable Order Form in respect of which an installment is due, Company shall issue invoices to Customer for the fees that are then payable. For any Services involving training and professional services, Customer shall pay the total fees for such Services within 30 days of executing this Agreement.

6.3 After the initial 12 months of the Term, Customer agrees and understands that subscription Services under this Agreement shall be subject to an annual increase of the greater of 5% or CPI.

6.4 Company shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Company within 30 days after Customer's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

6.5 If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Company for all costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 90 days or more, Company may suspend Customer's and its Authorized Service Recipients' access to any portion or all of the Services until such amounts are paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.6 One-time Training Classes shall include a 30-day money back guarantee from the signing date of this Agreement, cancellations after the 30<sup>th</sup> day will be provided a voucher for an equivalent class for use within 180 days.

6.7 Customer shall be responsible for all sales, use, and excise taxes, value added, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

7. Intellectual Property Rights: Ownership.

7.1 Except as set forth in Section 7.2, Customer is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Company agrees, and will cause its Company Personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer.

7.2 Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Company hereby grants Customer and its Authorized Service Recipients a limited, non-transferable (except in accordance with Section 15.6), non-sublicenseable license to use, perform, display, execute, reproduce, distribute, and transmit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company.

7.3 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Company shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer.

8. Confidential Information.

8.1 Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of Disclosing Party to any third party without the prior written consent of Disclosing Party; *provided, however*, that Receiving Party may disclose the Confidential Information of Disclosing Party to its officers, employees, consultants, and legal advisors, and, in the case of Company, its Affiliates, who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8;

(b) to safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care;

(c) to use the Confidential Information of Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables, as permitted under this Agreement; and

(d) to promptly notify Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

8.2 If Receiving Party becomes legally compelled to disclose any Confidential Information, Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, Receiving Party remains required by Law to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose.

9. Representations and Warranties.

9.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party;

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and

(e) it is in compliance with all applicable Laws regarding the provision and receipt of Services.

9.2 Company represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner and shall devote adequate resources to meet its obligations under this Agreement; and

(b) (i) to Company's knowledge, none of the Services, Deliverables, and Customer's use thereof infringe or will infringe any registered or issued patent, copyright or trademark of any third party arising under the Law, and, (ii) as of the date hereof, there are no pending or, to Company's knowledge, threatened claims, litigation, or other proceedings pending against Company by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation, or other proceedings to the extent arising out of (x) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Company, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company. Company's sole liability and Customer's sole and exclusive remedy for Company's breach of

this Section 9.2(b) are Company's obligations under Section 10.2.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9.4 THE SERVICES PROVIDE GUIDANCE AND TRAINING ON THEN-CURRENT BEST PRACTICES FOR RESPONDING TO CERTAIN EMERGENCY SITUATIONS AND/OR SAFETY THREATS; REFRESHER COURSES ARE RECOMMENDED AT LEAST EVERY TWO YEARS. COMPANY DOES NOT WARRANT THAT RELIANCE UPON THE SERVICES WILL PREVENT ACCIDENTS AND LOSSES OR, EXCEPT AS EXPRESSLY STATED IN WRITING IN AN APPLICABLE ORDER FORM, THAT THE SERVICES SATISFY LOCAL, STATE, OR FEDERAL INCIDENT RESPONSE REGULATIONS. AN INDIVIDUAL MUST USE THEIR OWN DISCRETION DURING AN EMERGENCY AND/OR SAFETY THREAT AS TO HOW THEY CHOOSE TO RESPOND.

#### 10. Indemnification.

10.1 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, agents, successors, and permitted assigns (each, a "Customer Indemnitee") from and against all Losses awarded against a Customer Indemnitee in a final judgment arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or grossly negligent acts or omissions of Company or Company Personnel; and

(b) Company's material breach of any representation, warranty, or obligation of Company set forth in in Section 9.1 or Section 9.2 of this Agreement.

10.2 To the fullest extent permitted by Law, Company shall defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses awarded against a Customer Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or Customer's receipt or use thereof infringes any Intellectual Property Right of a third party arising under the Laws of the United States; *provided, however*, that Company shall have no obligations under this Section 10.2 with respect to claims to the extent arising out of:

(a) any Customer Materials or any instruction, information, designs, specifications, or other materials provided by Customer to Company;

(b) use of the Deliverables in combination with any materials or equipment not supplied to Customer or specified by Company in writing, if the infringement would have been avoided by the use of the Deliverables not so combined;

(c) use of or the inaccuracy or incomplete or outdated nature of the information in any maps or amendments thereof provided by Customer to Company; or

(d) any modifications or changes made to the Deliverables by or on behalf of any Person other than Company or Company Personnel.

10.3 To the fullest extent permitted by Law, Customer shall defend, indemnify, and hold harmless Company and Company's Affiliates and their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses arising out of or resulting from any third-party action arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer;

(b) the transfer of any personal information from Customer to Company, and the subsequent use and/or processing of that information for the purposes of this Agreement; and

(c) Customer's breach of any representation, warranty, or obligation of Customer in this Agreement.

10.4 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.4 shall not relieve the indemnifying party of its obligations under this Section 10.4 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10.5 Notwithstanding anything to the contrary in this Agreement, the indemnifying party is not obligated to indemnify, hold harmless, or defend the indemnified party against any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the indemnified party's:

(a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or

(b) bad faith failure to comply with any of its material obligations set forth in this Agreement.

#### 11. LIMITATION OF LIABILITY.

11.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS

FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, CLAIMS, CAUSES OF ACTION OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, INACCURACIES, MISSING OR OUTDATED INFORMATION IN THE MAPS OR DOCUMENTS PROVIDED BY CUSTOMER TO COMPANY.

11.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights; Ownership) or Section 8 (Confidentiality);
- (b) a party's indemnification obligations under Section 10 (Indemnification);
- (c) damages or other liabilities related to a party's gross negligence, willful misconduct, or intentional acts;
- (d) death or bodily injury or damage to real or personal property from a party's negligent acts or omissions; and
- (e) damages or liabilities to the extent covered by a party's insurance.

12. Non-Solicitation. Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Services are a valuable asset to such party and are difficult to replace. Accordingly, during the Term of the Agreement and for a period of one (1) year after the completion of Services, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under the Agreement who is then in the employ of the other party.

13. Acknowledgements. Customer acknowledges that the Services and Platform are commercially valuable proprietary products, methods, processes, and analytical information belonging to Company or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Company and its licensors a commercial advantage over its/their competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying, distribution, downloading or use of the Services or the Deliverables would cause substantial damage to Company and its licensors. Company shall not be restricted in the manner it uses any ideas, concepts, processes, procedures, methodologies, templates, techniques, or know-how acquired or used by Company in the performance of the Services. Customer further acknowledges that Company is under no obligation to further develop, maintain, or market the Platform, and may abandon its technical or other support at any time. Future versions of the Platform, if any, may not be compatible with the current release of the Platform and the hardware and software. Customer is responsible for: (i) providing power, other hardware, equipment and components, not part of those supplied by Company as part of the Platform; (ii) internet access necessary to access and/or use the Platform; and (iii) complying with any policies and procedures as submitted by Company from time to time.

14. Force Majeure.

14.1 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall give notice within five business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

14.2 The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 15, the other party may thereafter terminate this Agreement upon 30 days' written notice.

15. Miscellaneous.

15.1 Each party shall, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

15.2 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

15.4 All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the

date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15.4.

If to Company:  
Navigate360, LLC  
3900 Kinross Lakes Parkway, Second Floor  
Richfield, Ohio 44286  
Email: legal@navigate360.com  
Attention: General Counsel

If to Customer:  
As set out on the Order Form

15.5 This Agreement, together with all Addenda, Exhibits, and Order Form(s) and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Addenda, Exhibit, or Order Form, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Addenda; (b) second, any Exhibits and Addenda to this Agreement; and (c) third, the applicable Order Form. No terms or conditions in Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.6 Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, either party may assign the Agreement in its entirety (including all Order Forms) to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.

15.7 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

15.8 This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver; nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise or the exercise of any other right, remedy, power, or privilege.

15.9 If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.10 This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio.

15.11 Each party irrevocably and unconditionally agrees that it will not commence any action or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than a court situated in the State of Ohio. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees only to bring any such action or proceeding in such courts. Each party agrees that a final judgment in any such action or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

# Campbell County Schools

## 2023 School Board Evaluation

		Evaluator 1	Evaluator 2	Evaluator 3
<b>RELATIONSHIP WITH THE BOARD</b>				
1	Keeps the board informed on issues, needs, and operation of the school system.	2	2	2
2	Offers professional advice to the board on items requiring board action, with appropriate recommendations based on study and analysis.	2	3	2
3	Advises on the need for new/or revised policies and interprets and executes the intent of board policy.	2	3	2
4	Creates a working relationship with the Board that results in a shared vision; both short-term and long-term goals for the district based on input from the leadership team.	3	2	2
5	Meets deadlines and follows up on commitments and assignments.	3	3	2
6	Maintains a positive working relationship with the board.	2	2	2
<b>PERSONNEL</b>				
1	Works with administrators and principals to employ the most qualified staff for the school district.	1	2	2
2	Reports to the Board employment, and/or dismissal of personnel.	2	3	1
3	Treats all personnel fairly, without favoritism or discrimination while insisting on performance duties.	2	2	2
4	Reports unsatisfactory service and takes appropriate action.	1	2	1
5	Holds all district staff accountable for achieving district learning and teaching goals.	2	2	2
6	Holds staff accountable for attendance.	2	2	2



## COMMUNITY RELATIONSHIPS

1	Gains respect and support of the community on the conduct of the school system operation.	2	2	2
	Represents the school system before the public – maintains a high profile of publicity and public relations.	2	3	2
3	Develops good relationships with the news media to disseminate information about school activities and school achievement.	2	3	2
	Practices two-way communication with parents and community.	2	2	2
5	Understands the importance of acknowledging concerns and celebrating accomplishments.	2	2	2
	Effectively communicates with stakeholder groups the successes and shortcomings of the district.	2	3	2
7	Establishes an environment of trust among staff, students, parents and the community at large.	2	2	2

See 1.007 for details

## PERSONAL QUALITIES

1	Has a sense of professional effectiveness and belief in her capability to affect positive leadership in the district.	3	3	3
	Understands diversity and culture of the school district.	2	3	2
3	Maintains high standards of ethics, honesty and integrity; models the behavioral and philosophical values of the district.	2	2	2
	Devotes her time and energy effectively to her job.	3	3	3
5	Works well with individuals and groups.	3	3	2
	Demonstrates professionalism in dress, speech and written communication.	3	3	3

See 1.007 for details

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Evaluator 4	Evaluator 5	Evaluator 6	Total
1	2	3	2.00
1	3	3	2.33
1	2	3	2.17
1	3	3	2.33
1	3	3	2.50
1	2	3	2.00
			2.17
1	2	3	1.83
1	3	3	2.17
1	2	3	2.00
1	3	3	1.83
1	2	3	2.00
1	3	3	2.17
			2.00

1	2	3	2.00
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1	3	3	2.33
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1	3	3	2.33
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1	3	3	2.17
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1	3	3	2.17
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1	2	3	2.17
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1	2	3	2.00
			2.17

1	2	3	2.50
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1	3	3	2.33
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1	2	3	2.00
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1	3	3	2.67
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1	3	3	2.50
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1	3	3	2.67
			2.50

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Overall Total
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2.21
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