

Campbell County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Insurance Management	Descriptor Code: 3.600	Issued Date: 10/15/19
		Rescinds: 3.600	Issued: 12/11/12

1 General

2 The insurance program shall provide coverages in a minimum of the following broad categories:

3 1. Property: Buildings and contents against fire, extended coverage, vandalism and malicious
4 mischief, boiler and machinery explosion, and vehicles;

5 2. Liability: Board members, Director of Schools, and employees resulting from discharging their
6 duties and students participating in work-based learning;¹

7 3. Workers' compensation; and

8 4. Fidelity: Blanket bond and fiscal agent's bond as required by statute.²

9 The Director of Schools shall continually review the insurance program to ensure that adequate
10 protection is being provided at a reasonable price.

11 GROUP HEALTH

12 The Board shall provide group health insurance for all full-time employees.³ The Director of Schools,
13 after consultation with personnel, shall recommend carriers of insurance for programs in which the
14 Board makes partial or full payments. The Board shall approve all insurance carriers.

15 The Director of Schools/designee shall develop procedures to ensure the privacy of HIPAA protected
16 information.⁴

7 ANNUITIES⁵

8 Board-approved companies for tax-sheltered annuities shall include all companies presently having
9 contracts with employees.

The addition of a company to the list of board-approved companies shall be considered on written
request of agents of the company.

Written request for a change in annuity deductions shall be reported to the payroll office on or before
the first day of the month in which such change is to be effective.

Legal References

1. TCA 49-11-902; Public Acts of 2019, Chapter No. 468
2. TCA 49-2-102; TCA 8-19-101 *et seq.*
3. TCA 49-2-209
4. 45 CFR § 164.306, 164.316
5. TCA 49-2-208

Cross References

Payroll 2.802
Work-Based Learning 4.211

Campbell County Director of Schools Performance Evaluation Guidelines

1. An Annual evaluation of the Director of Schools shall take place in June.
2. The evaluation shall be based on the duties and responsibilities of the Director of Schools as set forth by the laws of the State of Tennessee and his/her contract.
3. The evaluation instrument utilized in this process shall be cooperatively developed by the Board and Director of Schools.
4. The evaluation rating scale to be used is as follows:
 - 5 – Significantly above expectations
 - 4 – Above expectations
 - 3 – At expectations
 - 2 – Below expectations
 - 1 – Significantly below expectations
5. In alignment with the current TEAM rating configuration, a satisfactory score will be if the average overall score is 3.00.
6. Weighted sectional averages will be:

Section I Qualitative:	
Appendix A-Administrator Survey	_____ %
Appendix B-Board Observational Data	_____ %
Section II Quantitative:	
Appendix C-Achievement of Board Goals/Strategic Plan	_____ %
Appendix D-Value Added District Current Year Composite	_____ %
7. Appendix A needs to be distributed to administrators in May in order to be completed and included in the written evaluation to Director of Schools in June.
8. Appendix B and C needs to be distributed to all board members in May in order to be completed and included in the written evaluation to Director of Schools in June.

9. The Board shall meet with the Director of Schools to discuss the evaluation results at the June board meeting. The evaluation shall include a recommendation for improvement in any areas where the Board deems the Director of School's performance to be unsatisfactory or in need of improvement.
10. The Director of Schools shall have the right to make a written or oral response to the evaluation.
11. A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June board meeting.

SECTION I-QUALITATIVE:
APPENDIX A-Administrator Survey

Administrators' Perceptions of Director's Performance	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
1. The director develops clear expectations.					
2. The director models good communication skills.					
3. The director is knowledgeable about the curriculum.					
4. The director ensures that funds are spent wisely.					
5. The director holds me accountable for my job responsibilities.					
6. The director supports professional learning activities for teachers and administrators.					
7. The director maintains positive relationships with administrators.					
8. The director enforces board policy in a fair and consistent manner.					
9. The director ensures the safety of students and school personnel.					
10. The director administers the schools in accordance with state laws.					
11. The director has an effective plan to recruit effective employees.					
12. The director takes an active leadership role in the instructional improvement.					
13. The director evaluates my performance in a fair and consistent manner.					
14. The director interacts effectively with system employees.					
15. The director is accessible to administrators.					
16. The director develops good staff morale and loyalty to the system.					
17. The director works effectively with the school board.					
18. The director involves administrators as much as possible in decision-making.					
19. The director listens to suggestions from the administrative staff.					
20. The director demonstrates a caring attitude.					

SECTION I-QUALITATIVE:
APPENDIX B-Board Observational Data

Board Observational Data		5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
BOARD RELATIONSHIPS						
1	Keeps all board members informed on issues, needs and operation of the school system.					
2	Keeps board informed of employment, promotion, and dismissal of personnel.					
3	Has a harmonious relationship with the board.					
4	Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.					
5	Maintains a high degree of understanding and respect between staff and the board.					
6	Interprets and executes the intent of board policy.					
7	Seeks and accepts constructive criticism of work.					
8	Supports board policy and actions to the public and staff.					
9	Remains impartial toward the board, treating all board members alike.					
10	Refrains from criticism of individual or group members of the board.					
11	Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
12	Bases position with regard to matters discussed by the board upon principle, and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time the superintendent supports the decision of the board, as long as he/she remains in its employ.					
Total Mean Score for Board Relationships						

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
COMMUNITY RELATIONSHIPS					
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for the school district.					
4. Develops cooperative relationships with the news media.					
5. Works effectively with public and private agencies.					
6. Uses information about family and community concerns, expectations, and needs regularly.					
7. Secures available community resources to help the school district solve problems and achieve goals.					
8. Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
9. Treats community stakeholders equitably.					
10. Recognizes and values diversity.					
11. Uses public resources and funds appropriately and wisely.					
12. Models community collaboration for staff.					
13. Encourages parental involvement.					
Total Mean Score for Community Relationships					
STAFF AND PERSONNEL RELATIONSHIPS					
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Delegates authority to staff members appropriately.					
4. Recruits and assigns the best available personnel.					
5. Organizes a planned program of staff evaluation.					
6. Offers professional development that is focused on student learning consistent with the school districts vision and goals.					
7. Considers diversity in developing learning experiences.					
8. Uses technologies in teaching and learning.					
Total Mean Score for Staff and Personnel Relationships					

	6 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
FACILITIES AND FINANCE					
1. Demonstrates knowledge of school facilities and develops a process that builds support for buildings' needs.					
2. Ensures the maintenance of school property and the safety of personnel and property.					
3. Provides accurate and timely reports to the board on the financial condition of the school system.					
4. Ensures that expenditures are within the limits approved by the board.					
5. Evaluates financial needs and makes recommendations for adequate financing.					
6. Ensures that the school plant, equipment and support systems operate safely, efficiently, and effectively.					
7. Uses technology effectively to manage school operations.					
8. Manages fiscal resources of the school responsibly, efficiently, and effectively.					
9. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.					
Total Mean Score for Facilities and Finance					
VISION					
1. Works effectively with board, staff, and community to develop long-range strategic plans.					
2. Keeps board and community informed of progress towards long-range goals.					
3. Facilitates a community informed of progress towards long-range plans.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Inspires others to achieve the vision of the school system.					
6. Recognizes and celebrates the contributions of school community members to the realization of the vision.					
7. Ensures that the vision shapes the educational programs, plans, and activities.					
8. Uses assessment data related to student learning to develop the school district vision and goals.					
9. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.					
10. Seeks and obtains needed resources to support the implementation of the school district mission and goals.					
11. Monitors, evaluates and advises the vision, mission, and implementation plans regularly.					
Total Mean Score for Vision					

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
STUDENT ACHIEVEMENT					
1. Develops, implements, promotes and monitors continuous improvement in student achievement.					
2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement.					
3. Promotes academic rigor and excellence for students so that they are college and career ready.					
4. Maintains a current knowledge of developments in curriculum and instruction and ensures that the instructional program is rigorous and relevant.					
5. Reviews, reports and reacts appropriately to state accountability measures.					
6. Identifies, clarifies and addresses barriers to student learning.					
7. Recognizes and celebrates student accomplishments.					
Total Mean Score for Student Achievement					
MANAGEMENT AND OPERATIONS					
1. Recognizes, studies and applies emerging trends as appropriate.					
2. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.					
3. Manages time to maximize attainment of organizational goals.					
4. Identifies potential problems and opportunities.					
5. Confronts and resolves problems in a timely manner.					
6. Aligns financial, human, and material resources to the goals of school district.					
7. Involves stakeholders in decisions affecting schools.					
8. Uses effective problem-framing and problem-solving skills.					
9. Uses effective conflict resolution skills.					
10. Uses effective group-process and consensus building skills.					
11. Uses effective communication skills.					
12. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
Total Mean Score for Management and Operations					

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
INTEGRITY, FAIRNESS AND ETHICS					
1. Examines personal and professional values.					
2. Demonstrates a personal and professional code of ethics					
3. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
4. Serves as a role model.					
5. Accepts responsibility for school operations.					
6. Considers the impact of one's administrative practices on others.					
7. Uses the influence of the office to enhance the educational program rather than for personal gain.					
8. Treats people fairly, equitably, and with dignity and respect.					
9. Protects the rights and confidentiality of students and staff.					
10. Demonstrates appreciation for and sensitivity to the diversity in the school community.					
11. Recognizes and respects the legitimate authority of others.					
12. Examines and considers the prevailing values of the diverse school community.					
13. Expects that others in the school community will demonstrate integrity and exercise ethical behavior.					
14. Fulfills legal and contractual obligations.					
15. Applies laws and procedures fairly, wisely, and considerately.					
Total Mean Score for Integrity, Fairness and Ethics					
POLITICAL/SOCIAL/CULTURAL CONTEXT					
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate.					
3. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
4. Ensures that the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.					
5. Ensures that lines of communication are developed with decision-makers outside the school community.					
Total Mean Score for Political/Social/Cultural Context					

SECTION II-QUANTITATIVE:

APPENDIX C-Achievement of Board Goals/Strategic Plan

Annual Objectives	5 – Significantly Above Expectations	4 –Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
Performance Objective 1: Ensure that there is a continuous improvement plan for student achievement and growth that is driven by the district's annual measurable objectives.					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. 3-5 grade Math reached the achievement goal.					
2. 6-8 grade Math reached the achievement goal.					
3. 3-5 grade Reading/Language Arts reached the achievement goal.					
4. 6-8 grade Reading/Language Arts reached the achievement goal.					
5. High School Math reached the achievement goal.					
6. High School English reached the achievement goal.					
7. ACT composite goal was reached.					
8. High School graduation rate was reached.					
9. 3-5 grade Math reached the gap closure for racial ethnic subgroups goal.					
10. 6-8 grade Math reached the gap closure for racial ethnic subgroups goal.					
11. 3-5 grade Reading/Language Arts reached the gap closure for racial ethnic subgroups goal.					
12. 6-8 grade Reading/Language Arts reached the gap closure for racial ethnic subgroups goal.					

	6 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
13. 3-5 grade Math reached the gap closure for economically disadvantaged goal.					
14. 6-8 grade Math reached the gap closure for economically disadvantaged goal.					
15. 3-5 grade Reading/Language Arts reached the gap closure for economically disadvantaged goal.					
16. 6-8 grade Reading/Language Arts reached the gap closure for economically disadvantaged goal.					
17. High School Math reached the gap closure for economically disadvantaged goal.					
18. High School English reached the gap closure for economically disadvantaged goal.					
19. High School Graduation reached the gap closure for economically disadvantaged goal.					
20. 3-5 grade Math reached the gap closure for Students with Disabilities goal.					
21. 6-8 grade Math reached the gap closure for Students with Disabilities goal.					
22. 3-5 grade Reading/Language Arts reached the gap closure for Students with Disabilities goal.					
23. 6-8 grade Reading/Language Arts reached the gap closure for Students with Disabilities goal.					
24. High School English reached the gap closure for Students with Disabilities goal.					
25. ACT Composite reached the gap closure for Students with Disabilities goal.					
26. High School Graduation reached the gap closure for Students with Disabilities goal.					

	5 – Significantly Above Expectations	4 – Above Expectations	3 – At Expectations	2 – Below Expectations	1 – Significantly Below Expectations
Performance Objective 2: Ensure that an effective human capital/development process is in place.					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1 A hiring and assessment process that utilizes a set of criteria that is consistent with the system's strategic plan and supports rigorous student achievement goals has been created and implemented.					
2 Training and development that supports the system's strategic plan and rigorous student achievement goals have been provided to all employees.					
Performance Objective 3: Develop a comprehensive plan of professional learning for instructional staff.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. Teacher and school leaders plan for professional learning that is aligned with common core standards and teacher evaluation implementation efforts.					
2. A high quality plan for school leaders to develop and enhance their instructional leadership skill has been developed.					
3. A high quality plan for individual teachers and groups that is aligned with teacher evaluation feedback and/or student learning goals.					
Performance Objective 4: Develop a school district strategic plan.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. Annual and long-range goals, along with measurable objectives and strategies, have been established.					
Performance Objective 5: Evaluate the organizational structure of the district and reorganize as necessary to achieve maximum effectiveness.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. The reorganization of personnel and a revised organizational chart has been developed.					

	5 -- Significantly Above Expectations	4 -- Above Expectations	3 -- At Expectations	2 -- Below Expectations	1 -- Significantly Below Expectations
2. If necessary, a fiscal review with budgetary recommendations.					
Performance Objective 6: Develop a comprehensive plan to promote school system and increase parent and community involvement.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1 Promotional tools for the school system have been developed such as blogs, podcasts, videos and brochures.					
Performance Objective 7: Will review, be knowledgeable of, and work to remain in compliance with all approved board policies and administrative procedures; and when necessary, recommend deletions, additions, or modifications that ensure compliance with federal, state, and local guidelines.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. All school board policies and administrative procedures have been reviewed.					
2. Federal, state and local guidelines have been reviewed.					
3. A method of review and process for recommending deletions, additions or modifications to the school board is complete.					
Performance Objective 8: Work with the school board to develop and implement an annual plan for promoting school system and increasing communication and support with the county commission/city council.					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. The board adopts an annual agenda for promotion, which includes activities, which the board and/or the Director will complete during the year. The plan must include activities to build support from the County Commission/City Council.					

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
Performance Objective 9: Develop a budget for the school board as outlined in school policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. A budget document has been formulated using procedures required by school board policies, activities in the school board annual agenda, and guidelines established by the State Department of Education.					
Performance Objective 10: Ensure the Board's annual agenda is developed and implemented.					
Performance Indicator - The performance objective is complete when the Director of Schools reports:					
1. Evidence that annual agenda items referencing the Director of Schools have been completed or are ongoing and nearing completion.					
Performance Objective 11: Provide and promote activities that give the school board an opportunity to review its effectiveness and improve the relationship between individual school board members, and the school board as a whole with the Director of Schools.					
Performance Indicators - The performance objective is complete when the Director of Schools reports:					
1. Information regarding improvement activities such as workshops, clinics, conventions, board retreats, etc.					
2. Information regarding criteria for individual school board member recognition (e.g., Boardmanship Awards), school board recognition (e.g., Board of Distinction) and the criteria required for school board district and state recognition.					
3. A self-evaluation instrument that reviews school board effectiveness and allows for each school board member to make recommendations and suggestions for improvement has been distributed to the Board for their review.					

SECTION II-QUANTITATIVE:
APPENDIX D-Value Added District Current Year Composite

Value Added District Current Year Composite

(Insert Value Added District Current Year Composite)

Director of Schools Overall Evaluation Score

Section I Qualitative:

Appendix A-Administrator Survey _____ X ____% = _____

Appendix B-Board Observational Data _____ X ____% = _____

Section II Quantitative

Appendix C-Achievement of Board
Goals/Strategic Plan _____ X ____% = _____

Appendix D-Value Added District
Current Year Composite _____ X ____% = _____

OVERALL EVALUATION SCORE _____

CAMPBELL COUNTY BOARD OF EDUCATION

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 1st day of July and between the Campbell County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at Jacksboro, Tennessee and Dr. William Macgillivray (hereinafter known as **SERVICE PROVIDER**) with its principal office in Oak Ridge, Tennessee.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SERVICE PROVIDER** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SERVICE PROVIDER** for the consideration hereinafter names, agree as follows:

1. The Board of Education shall pay services agreed upon for the number of children referred to the service provider by the Campbell County Special Education Department in the amount of \$500 per evaluation \$60 per hour for IEP teams, consultations, etc.; if an evaluation cannot be completed; and the report will be submitted as is at a charge of \$350. Payment shall be made upon receipt of a performance of services invoiced.
2. **SERVICE PROVIDER** in collaboration with **BOARD OF EDUCATION** shall be responsible for providing clinical evaluations and consultations. The service provider shall provide input for development and implementation of Individual Education Programs for students meeting criteria for special education eligibility. The education program for each child shall include:
 - a. A clinical assessment report to be considered complementary and supplementary to psychological evaluation report.
 - b. This assessment will examine emotional issues and concerns regarding referred students.
 - c. A justification for the type of education placement, which the child will have.
 - d. Reports shall be sent to the parents and the Board of Education upon completion and following IEP meeting.

March 22, 2002

3. This Agreement is contingent on the following:
 - a. **SERVICE PROVIDER'S** evaluation is appropriate in relation to the educational needs of the individual student.
 - b. This contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed as of the termination date.
 - c. The Contractor agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident hereunto. The school system shall have no liability except as specifically provided in this contract.
4. **SERVICE PROVIDER** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SERVICE PROVIDER** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SERVICE PROVIDER**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
5. **SERVICE PROVIDER** herein agrees to hold **BOARD OF EDUCATION** harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damages arise in the acts of negligence of **BOARD OF EDUCATION**. Any obligation of **SERVICE PROVIDER** to indemnify and hold **BOARD OF EDUCATION** harmless is limited to the terms of **SERVICE PROVIDER'S** liability insurance.

March 22, 2002

6. The term of this agreement is from July 1, 2022 to June 30, 2023

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

_____ <i>Director of Schools (BOARD OF EDUCATION)</i>	_____ <i>Date</i>
_____ <i>SERVICE PROVIDER</i>	_____ <i>Date</i>
_____ <i>Director of Finance</i>	_____ <i>Date</i>
_____ <i>Director of Special Education</i>	_____ <i>Date</i>
_____ <i>Attorney</i>	_____ <i>Date</i>
_____ <i>Chairman of the Board</i>	_____ <i>Date</i>

March 22, 2002

Gail Parks

From: Jennifer Fields
Sent: Thursday, January 19, 2023 1:13 PM
To: Gail Parks; sharonridenour@comcast.net
Subject: Fw: Macgillivray Contract - Add to Agenda
Attachments: scan_20230119171212.pdf

Gail,

Attached is the contract for psychological services for SPED testing. I am requesting it be placed on the February agenda.

Thank you!

Jennifer



Jennifer Fields | Director of Schools
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
423-562-8377
jennifer.fields@ccpstn.net

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From: Donna Singley <donna.singley@ccpstn.net>
Sent: Thursday, January 19, 2023 1:08 PM
To: Jennifer Fields <jennifer.fields@ccpstn.net>
Subject: Re: Macgillivray Contract

Jennifer,

We have added the requested line on the McGillivray contract. Please let me know if anything further is needed.

Thank you,

Dr. Donna Singley
Special Education Supervisor
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
(423) 566-1433 ext. 3003 telephone
(423)-563-9804 fax



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From: Jennifer Fields <jennifer.fields@ccpstn.net>
Sent: Thursday, January 19, 2023 11:39 AM
To: Donna Singley <donna.singley@ccpstn.net>
Subject: Fw: Macgillivray Contract

Donna,

Please read the email thread below and see Jeff's response. We will need to add a signature line for the Chairman of the Board.

Jennifer



Jennifer Fields | Director of Schools
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
423-562-8377
jennifer.fields@ccpstn.net

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recipient, the reader is hereby notified that any dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone and destroy the original message. I regret any inconvenience and appreciate your cooperation.

From: Jeff Marlow <Jeffm@CAMPBELLCOUNTYGOV.COM>

Sent: Thursday, January 19, 2023 11:30 AM

To: Jennifer Fields <jennifer.fields@ccpstn.net>; Dail R. Cantrell (dcantrell@cantrell-law.com) <dcantrell@cantrell-law.com>

Cc: Lisa Bowlin <lisab@CAMPBELLCOUNTYGOV.COM>; Nancy Smith <nancys@CAMPBELLCOUNTYGOV.COM>

Subject: Re: Macgillivray Contract

[CAUTION] This message originated outside CCBOE!

Jennifer:

The form of the attached contract looks OK with the exception of needing a signature line for the BOE Chair which can be manually added to page 2.

If the proposed contract has been approved by the BOE, and once Dail reviews and approves, the contract can be completed upon submission of a purchase requisition to accompany the contract. Lisa will issue a purchase order to encumber the funds for the services and finalize signing the contract.

Jeff

From: Jennifer Fields <jennifer.fields@ccpstn.net>

Sent: Thursday, January 19, 2023 11:10 AM

To: Jeff Marlow; Dail R. Cantrell (dcantrell@cantrell-law.com) <dcantrell@cantrell-law.com>

Cc: Lisa Bowlin

Subject: Re: Macgillivray Contract

Jeff,

It should be included in the thread below, but maybe it wasn't. I apologize. I will attach it to this email.

Jennifer



Jennifer Fields | Director of Schools

Campbell County Schools

172 Valley Street

Jacksboro, TN 37757

423-562-8377

jennifer.fields@ccpstn.net

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From: Jeff Marlow <Jeffm@CAMPBELLCOUNTYGOV.COM>

Sent: Thursday, January 19, 2023 11:08 AM

To: Jennifer Fields <jennifer.fields@ccpstn.net>; Dail R. Cantrell (dcantrell@cantrell-law.com) <dcantrell@cantrell-law.com>

Cc: Lisa Bowlin <lisab@CAMPBELLCOUNTYGOV.COM>

Subject: Re: Macgillivray Contract

[CAUTION] This message originated outside CCBOE!

Jennifer:

There is not a contract attached to be reviewed.

Jeff

From: Jennifer Fields <jennifer.fields@ccpstn.net>

Sent: Thursday, January 19, 2023 10:58 AM

To: Jeff Marlow; Dail R. Cantrell (dcantrell@cantrell-law.com) <dcantrell@cantrell-law.com>

Subject: Fw: Macgillivray Contract

For review and approval.

No services have been provided this year, but we need the services to begin as soon as possible for SPED testing.

Thank you,
Jennifer



Jennifer Fields | Director of Schools
Campbell County Schools

172 Valley Street
Jacksboro, TN 37757
423-562-8377
jennifer.fields@ccpstn.net

The information contained in this message is confidential and is intended solely for the use of the person or entity named above. This message may contain individual identifiable information that must remain confidential and is protected by state and federal law. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by telephone and destroy the original message. I regret any inconvenience and appreciate your cooperation.

From: Donna Singley <donna.singley@ccpstn.net>
Sent: Thursday, January 19, 2023 10:56 AM
To: Jennifer Fields <jennifer.fields@ccpstn.net>
Subject: Re: Macgillivray Contract

Jennifer,

He has not provided any services yet this year. We used him last year and in the past. He is our only contactor that can do ED testing. We will wait to schedule those tests until the contract is approved. Let me know if you need any other information.

Thank you,

Dr. Donna Singley
Special Education Supervisor
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
(423) 566-1433 ext. 3003 telephone
(423)-563-9804 fax



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From: Jennifer Fields <jennifer.fields@ccpstn.net>
Sent: Thursday, January 19, 2023 10:52 AM
To: Donna Singley <donna.singley@ccpstn.net>
Subject: Re: Macgillivray Contract

Donna,

Has this person been providing any services prior to execution of this contract? When is this contract and services effective?

Jennifer



Jennifer Fields | Director of Schools
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
423-562-8377
jennifer.fields@ccpstn.net

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From: Donna Singley <donna.singley@ccpstn.net>
Sent: Thursday, January 19, 2023 10:35 AM
To: Jennifer Fields <jennifer.fields@ccpstn.net>
Subject: Re: Macgillivray Contract

Good morning Jennifer,

I hope that your day is going well. The contract is attached.

Warm regards,

Dr. Donna Singley
Special Education Supervisor
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
(423) 566-1433 ext. 3003 telephone
(423)-563-9804 fax



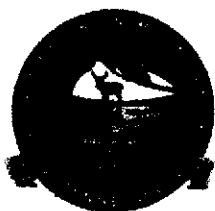
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From: Jennifer Fields <jennifer.fields@ccpstn.net>
Sent: Thursday, January 19, 2023 9:31 AM
To: Donna Singley <donna.singley@ccpstn.net>
Subject: Re: Macgillivray Contract

Donna,

Please send me a copy of the contract.

Thank you,
Jennifer



Jennifer Fields | Director of Schools
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
423-562-8377
jennifer.fields@ccpstn.net

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From: Donna Singley <donna.singley@ccpstn.net>
Sent: Wednesday, January 18, 2023 3:50 PM
To: Jennifer Fields <jennifer.fields@ccpstn.net>
Subject: Macgillivray Contract

Good afternoon Jennifer,

Dr. Macgillivray finally sent his contract to us. Could you add this onto the February board agenda. We have a couple of students that need ED testing.

Thank you,

Dr. Donna Singley
Special Education Supervisor
Campbell County Schools
172 Valley Street
Jacksboro, TN 37757
(423) 566-1433 ext. 3003 telephone
(423)-563-9804 fax



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FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Campbell County Public Schools - TN ("**Customer**") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Pricing Summary

SchoolPointe Composer Upgrade

The Statement of Work ("SOW") for this Creative Services Package can be reviewed here <https://www.finalsite.com/sow-schoolpointe-conversion>

Core Communications Platform - SchoolPointe Conversion

View a detailed description of what's included in your software package here <https://www.finalsite.com/spc>



Customer: Campbell County Public Schools - TN
Created By: Josh Boyer
New Contract
1/30/2023
Proposal Valid for 30 days

Additional Products or Services Purchased:

iOS/Android App	
SendIt	



Customer: Campbell County Public Schools - TN
Created By: Josh Boyer
New Contract
1/30/2023
Proposal Valid for 30 days

Special Provisions:

- 2022-2023 Fees for Finalsite's services will be waived for 2022-2023 as long as the SchoolPointe invoice was paid for this physical school year
- SchoolPointe CMS to be sunset by August 30, 2023

Services: Initial Term and Fees:

The initial term of this Order is for the (4) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

\$ 0	

Period 1 - Jan 30 2023	\$ 0
Period 2 - Jul 01 2023	\$ 25,375
Period 3 - Jul 01 2024	\$ 25,375
Period 4 - Jul 01 2025	\$ 25,375

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Campbell County Public Schools - TN
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

☐ As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ("SOW") and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 172 Valley St
City, State Zip Jacksboro, TN 37757
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.



Customer: Campbell County Public Schools - TN
Created By: Josh Boyer
New Contract
1/30/2023
Proposal Valid for 30 days

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Customer: Campbell County Public Schools - TN
Created By: Josh Boyer
New Contract
1/30/2023
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iOS/Android App	

SendIt	



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Client Campbell County Public Schools - TN
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

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Campbell County Public Schools

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 172 Valley St
City, State Zip Jacksboro, TN 37757
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

CALENDAR 2023-2024

JULY 2023						
SUN	MON	TUE	WED	THUR	FRI	SAT
						1
2	3	4 Holiday Independence Day	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24 Principals Return	25 (1)	26 (2)	27 (3)	28 (4)	29 (5)
30	31 (6)					

AUGUST 2023

SUN	MON	TUE	WED	THU	FRI	SAT
		1 (7)	2 (8)	3 (9)	4 (10)	5
6	7 In-service (11)	8 In-service (12)	9 Registration (3.5 hours) Teachers Full Day (13)	10 1 st Full Day (14)	11 (15)	12
13	14 (16)	15 (17)	16 (18)	17 (19)	18 (20)	19
20	21 (21)	22 (22)	23 (23)	24 (24)	25 (25)	26
27	28 (26)	29 (27)	30 (28)	31 (29)		
	13	14	15	16		

SEPTEMBER 2023

SUN	MON	TUES	WED	THU	FRI	SAT
					1 (30)	2
3	4 Holiday Labor Day No School	5 (31)	6 (32)	7 1 st month ends (33)	8 1 st mid-term ends (34)	9
10	11 (35)	12 (36)	13 In-Service (37)	14 (38)	15 mid-term reports (39)	16
17	18 (40)	19 (41)	20 (42)	21 (43)	22 (44)	23
24	25 (45)	26 (46)	27 (47)	28 (48)	29 (49)	30
PARENT CONFERENCE WEEK						
	31	32	33	34	35	

OCTOBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2 (50)	3 (51)	4 (52)	5 (53)	6 (54) 2 nd month ends	7
8	9 36	10 37	11 38	12 39	13 40	14
<div> <div>FALL</div> <div>BREAK</div> <div>NO SCHOOL</div> </div>						
15	16 (55)	17 (56)	18 (57)	19 (58)	20 (59) 1 st 9 weeks ends	21
22	23 (60)	24 (61)	25 (62)	26 (63)	27 (64) Report Cards Issued	28
29	30 (65)	31 (66)	47 48	49	50	
	51	52				

NOVEMBER 2023

SUN	MON	TUES	WED	THURS	FRI	SAT
			1 (67)	2 (68)	3 (69)	4
5	6 (70)	7 (71)	8 (72)	9 (73)	10 Veterans Day Holiday	11
	56	57	58	59		
12	13 3 rd month ends (74)	14 (75)	15 (76)	16 (77)	17 (78)	18
19	20 (79)	21 (80)	22 (81)	23 (82)	24 (83)	25
26	27 (81)	28 (82)	29 (83)	30 (84)		
	67	68	69	70		

DECEMBER 2023

SUN	MON	TUES	WED	THURS	FRI	SAT
					1 (85)	2
3	4 (86)	5 (87)	6 (88)	7 (89)	8 (90)	9
10	11 (91)	12 (92)	13 (93)	14 4 th month ends (94)	15 (95)	16
17	18 (96)	19 (97)	20 2 nd 9 weeks ends 1 st semester ends ½ day (3.5 hours) (98)	21 (99)	22 (100)	23
24	25 (101)	26 (102)	27 (103)	28 (104)	29 (105)	30
31	NO SCHOOL CHRISTMAS HOLIDAYS					

JANUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1 New Year's Day	2	3 In-service	4 Students 1 st Day Back	5	6
	No School	Christmas Break		85	86	
7	8 (102)	9 (103)	10 (104)	11 (105)	12 (106)	13
14	87	88	89	90	91	
	15 Holiday M.L. King Day No School	16 (107)	17 (108)	18 (109)	19 (110)	20
21	22 (111)	23 (112)	24 (113)	25 (114)	26 5 th month ends	27
28	96	97	98	99	100	
	29 (116)	30 (117)	31 (118)			
	101	102	103			

FEBRUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1 (119)	2 3 rd 9 weeks mid-term ends (120)	3
4	5 (121)	6 (122)	7 3 rd mid-term reports issued (123)	8 (124)	9 (125)	10 (125)
11	12 Holiday President's Day No School 106	13 (126)	14 (127)	15 (128)	16 (129)	17
18	19 (130)	20 (131)	21 (132)	22 (133)	23 (134)	24
PARENT CONFERENCE WEEK						
	115 (135)	116 (136)	117 (137)	118 (138)	119	
25	26 6 th month ends 120	27 (136)	28 (137)	29 (138)		
			122	123		

MARCH 2024

SUN	MON	TUE	WED	THU	FRI	SAT
					1 (139)	2
3	4 (140)	5 (141)	6 (142) In-Service	7 (143)	8 (144) 3 rd 9 weeks ends	9
10	11 (145)	12 (146)	13 (147)	14 (148)	15 (149) Report Cards Issued	16
17	18 (150)	19 (151)	20 (152)	21 (153)	22 Spring Break Begins	23
24	25	26	27	28	29 Good Friday No School	30
31 EASTER	SPRING		BREAK		NO SCHOOL	

APRIL 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1 (154)	2 (155)	3 7 th month ends (156)	4 (157)	5 (158)	6
7	8 (159)	9 (160)	10 (161)	11 (162)	12 (163)	13
14	15 (164)	16 (165)	17 (166)	18 (167)	19 4 th midterm ends (168)	20
21	22 (169)	23 (170)	24 4 th midterm Report Issued (171)	25 (172)	26 (173)	27
28	29 (174)	30 (175)				
	158	159				
	153	154	155	156	157	
	148	149	150	151	152	
	143	144	145	146	147	
	138	139	140	141	142	

MAY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
			1 (176) 8 th month ends	2 (177)	3 (178)	4
5	6 (179)	7 (180)	8 (181)	9 (182)	10 (183)	11
12	13 (184)	14 (185)	15 (186)	16 (187)	17 (188)	18
19	20 (189)	21 (190)	22 (191)	23 (192)	24 (193)	25
26	27 Holiday Memorial Day No School	28 (194)	29 (195)	30 Last Day (3.5 hours) Report Card Pick Up Ed. Assit's (3.5) hours Secretary's Last Day	31 (196)	
		178	179	176	177	

JUNE 2024

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3 (198)	4 (199)	5 (200)	6 (201)	7 (202)	8
9	10 (203)	11 (204) Principal's Day	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						