

Campbell County MOU Grievance Process and Log

Teacher: Cortney Evans School: White Oak Elementary
Grievance filed against: Jennifer Fields Date: 5 October 2023

Description of problem:

I am filing this grievance / complaint under Board Policy 5.501 to challenge my recent transfer from Jellico High School to White Oak Elementary School. I challenge this transfer as a violation of Board Policy 5.115 because my transfer was a direct result of my improper July 2023 termination, which has now been reversed following the decision of the impartial hearing officer who heard my appeal. Under Policy 5.115, tenured employees cannot be transferred when a transfer discriminates against an employee for successfully exercising her right under the Teacher Tenure Act and Board Policy to challenge her termination.

I have worked for the Campbell County School System for approximately 14 years as a guidance counselor, and I have consistently received above average reviews for my performance. I have worked at the mountain schools, at Campbell County High, at Jellico Elementary, and at Jellico High. I live closest to the Jellico schools and my son attends Jellico Elementary School. After approximately 10 years working at schools further from home, I have now been in Jellico for four school years, with three years at Jellico Elementary and last school year at Jellico High.

During the last school year, which was my first at Jellico High, I received above average performance reviews and helped the students start a Student Council for the first time in years. I also provided a college and career fair for my students and went to most student events and activities to support my students and also my co-workers. Unfortunately, I was suspended late in the school year for letting a student come into my office through the window and for asking a colleague about a student's IEP. I believed I had access to the IEP as the guidance counselor, and I allowed the student to enter my office through the window because my office was blocked by a student meeting at the time. As soon as the student did so, I called the front office to let them know. The student's mother knew exactly where she was and the events that occurred. The mother's only words were, "thank you for always being so good to my girls". I appealed the suspension, but I ultimately agreed to resolve the appeal with the school's assurance that I would be returned to my same position and that I would have a clean slate moving forward.

I returned to work for the 2023-2024 school year on July 24, 2023. Then, on July 28, 2023, I was terminated, with no reason given other than I was again being investigated for things I may do in the future. I appealed the termination, and the hearing officer determined my termination was not justified under the Teacher Tenure Act, and that I should be promptly returned to my position. When Mandy Starrett (HR) notified me of my return to work, she notified me that I would be returning to White Oak Elementary instead of to my position at Jellico High. I understand I was returned to work at White Oak because the School System moved counselor Stephanie Shelton from White Oak (where she previously worked) to my position at Jellico High School after my improper termination. Thus, my transfer discriminates against me for

successfully exercising my rights under the Teacher Tenure Act because the only reason I was not returned to my prior position is that the School System moved Ms. Shelton to my position after improperly terminating me.

I respectfully request the Director or the Board to return me to Jellico High because I should never have left Jellico High in the first place, because it is a significant burden for me to travel further from my home and from the school where my son attends school, and because it will not meaningfully disrupt the school year for White Oak's prior counselor to return to White Oak and for me to return to Jellico High, where the students have gotten to know me for a full year. From my house to Jellico High School is typically a 3–5-minute drive. From my house to White Oak up the mountain is typically a 25-to-35-minute drive. And, as noted, my son attends school in Jellico, and I am a single mother.

I love my job, and I love my students, and I should never have been terminated in the first place earlier this school year. Now that an impartial hearing officer has reached that decision, I should not have to suffer the additional burden of working at White Oak when the only reason for my transfer is that White Oak's previous counselor was moved to Jellico High during the short period when I was terminated before I was reinstated.

I respectfully request a return to my prior position as guidance counselor at Jellico High.

A. Teachers may be represented by a person of his/her own choosing during the grievance process. Each step of the grievance procedure will either be resolved within ten (10) working days or will advance to the next step. Official log must accompany grievance at each step of the grievance process.

- **STEP 1.** The teacher shall first discuss the problem with his/her immediate administrative supervisor, which is the principal in most cases.

Date of Contact: N/A. Immediate supervisor does not have authority to remedy.

Result: N/A

- **STEP 2.** The appropriate Central Office Supervisor shall be consulted.

Date of Contact: N/A. Central Office Supervisor does not have authority to remedy.

Result: N/A

- **STEP 3.** The teacher may appeal to the Director of Schools who will give a written decision within 10 days.

Date of Contact: 5 October 2023

Result:

- **STEP 4.** If the Director's decision is not satisfactory, the teacher may, with the consent of the Board, submit the grievance in writing to mediation. The mediator shall be selected from a mutually agreed upon panel of professionally certified mediators.

Date of Contact:

Result:

- **STEP 5.** The teacher may appeal to the Board from the Director's written decision and/or from the mediation process at any time.

Date of Appeal:

Result:

Campbell County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date: 11/06/14
		Rescinds: 5.501	Issued: 02/14/02

1 EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

2 The Board believes that differences of opinions arising in the course of employment should be
3 resolved as quickly as possible and at the lowest supervisory level.

4 In instances of questions by an individual staff member concerning the interpretation of policies and
5 procedures to that staff member, administrative practices within the staff member's particular school,
6 and relationships with other employees, the staff member concerned must consult the administrative or
7 supervisory personnel to whom they are responsible. If a satisfactory resolution of the problem cannot
8 be reached after ample opportunity for consideration of the matter, the staff member concerned may
9 discuss the matter with the next level of supervision up to and including the director of schools.

10 In instances where an individual staff member feels, for personal reasons, that they cannot discuss a
11 problem with their immediate superior, the staff member may take the problem directly to the director
12 of schools. After review of the case, the director of schools shall take action as they deem appropriate
13 and within a prompt, reasonable time shall notify all parties concerned of their decision.

14 HARASSMENT/DISCRIMINATION GRIEVANCES

15 Employees should notify any district complaint manager if they believe the Board, its employees or
16 agents have violated their rights guaranteed by the state or federal constitution, state or federal statute
17 or board policy including: ^{1,3,4}

- 18 1. Title II of the Americans with Disabilities Act ²
- 19 2. Title IX of the Education Amendments of 1972 ⁷
- 20 3. Section 504 of the Rehabilitation Act of 1973 ⁵
- 21 4. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964
22 and Title IX of the Education Amendments of 1972 ^{6,7}

23 The complaint manager will endeavor to respond and resolve complaints without resorting to this
24 grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The
25 right of a person to prompt and equitable resolution of the complaint shall not be impaired by the
26 person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit
27 of other remedies and use of this grievance procedure does not extend any filing deadline related to the
28 pursuit of other remedies.

- 29 1. *Filing a Complaint* — An employee who wishes to avail themselves to this grievance
30 procedure

1 may do so by filing a complaint with any district complaint manager. The employee may
 2 request a complaint manager of the same sex. The complaint manager may assist the employee
 3 in filing a grievance.
 4

- 5
 6 2. *Investigation* — The complaint manager will investigate the complaint or appoint a qualified
 7 person to undertake the investigation on their behalf. The complaint and identity of the
 8 complainant will not be disclosed except (1) as required by law or this policy; or (2) as
 9 necessary to fully investigate the complaint; or (3) as authorized by the complainant. The
 10 complaint manager shall file a written report within ten (10) days of the filing of the grievance,
 11 of his or her findings with the director of schools. If a complaint of sexual harassment contains
 12 allegations involving the director of schools, the written report shall be filed with the Board.
 13 The director of schools shall keep the Board informed of all complaints.
- 14
 15 3. *Decision and Appeal* — After receipt of the complaint manager's report, the director of schools
 16 shall render a written decision within five (5) days of the receipt of the report that shall be
 17 provided to the employee. If the employee is not satisfied with the decision, the employee
 18 may appeal the decision to the Board by making a written request to the complaint manager.
 19 The complaint manager shall be responsible for promptly forwarding all materials relative to
 20 the complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30)
 21 days from the date the appeal was received, review the report and affirm, overrule or modify
 22 the decision and render a written finding that shall be provided to the complainant. This
 grievance procedure shall not be construed to create an independent right to a Board hearing.

23 APPOINTING COMPLAINT MANAGERS

24 The director of schools shall appoint at least two complaint managers, one of each gender. The Federal
 25 Rights Coordinator may be appointed as a complaint manager. The director of schools shall insert into
 26 this policy the names, addresses and telephone numbers of current complaint managers. (*see note*)

27 (*Note: Title IX regulations require districts to identify the name, address and telephone number of the*
 28 *person who is responsible for coordinating the district's compliance efforts. A policy should not be*
 29 *adopted with a person's name in it; rather, the identifying information can be added and amended as*
 30 *necessary.*)

Legal References:

1. Age Discrimination Employment Act, 29 U.S.C. § 621 et seq.
2. Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.
3. Equal Pay Act, 29 U.S.C. § 206(d)
4. Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq.
5. Rehabilitation Act, 29 U.S.C. § 791 et seq.
6. Title VII of Civil Rights Act, 42 U.S.C. § 2000e et seq.
7. Title IX of the Education Amendments, 20 U.S.C. § 1681 et seq.

Cross References:

Appeals To and Appearances Before the Board 1.404
 Section 504 & ADA Grievance Procedures 1.802
 Equal Opportunity Employment 5.104
 Discrimination/Harassment of Employees 5.500

- b. The length of the school day for teachers will be 7 hours and 30 minutes with exceptions for emergencies, for faculty meetings, and for scheduled in-service. (1.801, 5.602, 5.603)

GRIEVANCE PROCEDURE

A. GENERAL

1. "Grievance" means any claim by any employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, misapplication of any written policy or practice of the Board.
2. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim for review under this grievance procedure.
3. A grievance may be withdrawn at any level without establishing precedent.
4. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.
5. The Board and the district administration shall cooperate in the investigation of any grievance.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.
7. No reprisals shall be taken by the Board or the district administration against an employee because of his/her participation in a grievance.
8. Should the investigation or processing of any grievance require that an employee or a PEO representative or person of the employee's choosing be temporarily released from his/her regular assignment, the released time shall not result in loss of pay or benefits.

B. PROCEDURES

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a PEO representative or person of the employee's choosing may accompany the employee to assist in the informal resolution of a grievance. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

Step 1

Employees or PEOs or person of the employee's choosing may present grievances in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant, a PEO representative or other person of the grievant's choosing, if requested, and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the PEO or other chosen representative shall be provided with the supervisor's written response, including the reasons for the decision.

Step 2

If the grievance is not resolved at Step 1, the grievant may refer the grievance to the director of schools within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The director of schools shall arrange for a meeting to take place within five (5) days of the director of schools' receipt of the appeal. Each party shall have the right to have the representative of its choosing and to include such witnesses as it deems necessary.

*procedure

Within four (4) days after the meeting, the grievant shall be provided with the director of schools' written response, including the reasons for the decision.

Step 3

If the grievance is not resolved at Step 2 or the time limits expire without the issuance of the director of schools' written reply, the grievant may request a review by the Board within seven (7) days after the employee receives the written decision or within ten (10) days after the time limits for Step 2 have expired. The request shall be made in writing through the director of schools, who shall attach all dated documents and forward the request to the Board. The Board shall review the case; shall hold a hearing with the grievant; and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board shall be sent to the grievant, the director of schools, and the grievant's PEO or other chosen representative, if requested.

Step 4

If the grievant is not satisfied with the disposition of the grievance at Step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 20 days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

- a. Neither the Board nor the grievant shall be permitted to assert any new grounds or evidence before the arbitrator that were not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter the terms of this Agreement.
- c. The arbitrator is empowered to award reinstatement, financial reimbursement, damages and/or other remedies.
- d. The fees and expenses of the arbitrator shall be shared equally by the grievant and the Board.

C. ADVANCED STEP FILING

1. If the grievant and the director of schools agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
2. If the grievant, the director of schools, and Board agree, Step 1 and Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to Step 3.
3. If the grievant, the director of schools, and the Board agree, a grievance may be submitted directly to arbitration.
4. Class grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level shall be initiated at Step 2 by one or more affected grievants or PEOs or other chosen representatives.

D. REPRESENTATION

1. The Board acknowledges the right of a grievant, if affiliated, to have a PEO representative or person of the employee's choosing present at all levels of the grievance process, and no grievant shall be required to discuss any grievance if the representative of his/her choosing is not present.
2. When a grievant is not represented by a PEO or other person of the employee's choosing in the processing of a grievance, any resolution of a grievance shall, nevertheless, be consistent with the terms of this Agreement. However, the arbitrator's decision shall not serve as a precedent for future grievances or arbitrations in which a grievant is represented by a PEO or other chosen representative.

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**MASTER SERVICES AGREEMENT
FOR SCRIBBLES SOFTWARE SOLUTIONS**

This Contract for Scribbles Software's student life cycle applications (the "Contract") is made and entered into this November 14th, 2023, by and between Campbell County Public Schools (the "Client") and Scribbles Software ("Scribbles"), a corporation in good standing authorized to do business in the State of TENNESSEE with its principal place of business at 1235 East Blvd Ste. E PMB 2051 Charlotte, NC 28203.

For and in consideration of the mutual promises set forth in the Contract, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Scribbles.** Scribbles hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this Contract as requested in writing by the Client.
2. **Basic Obligations of the Client.** For any services requested in writing by the Client, the Client agrees to compensate Scribbles at the rates set forth in the attached Statement of Work (Exhibit 1).
3. **Term.** Contract will be effective from November 14th, 2023, through November 13th, 2025, with an auto-renewal annually thereafter. After the initial term, the Client or Scribbles may terminate the agreement with a notification. The notification must be received a minimum of 60 days prior to the renewal date.
4. **Termination for Cause.** At any time, the Client may terminate this contract immediately and without prior notice if Scribbles is unable to meet goals and timetables or if the Client is dissatisfied with the quality of services provided.
5. **Insurance.** Scribbles agrees to maintain a minimum of \$2,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. Certificates of such insurance shall be furnished by Scribbles to the Client and shall contain the provision that the Client is given ten (10) days' written notice of any intent to cancel or terminate by either Scribbles or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this Contract. All Scribbles liabilities as defined within this Contract will be capped at the greater of the compensation received by Scribbles, the actual damages incurred, or the \$2,000,000 limit of general liability policy.
6. **Taxes.** Scribbles shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this Contract.
7. **Monitoring and Auditing.** Scribbles shall cooperate with the Client, or with any other person or agency acting at the direction of the Client, in their efforts to monitor, audit, or investigate activities related to this Contract. Scribbles shall provide any auditors retained by the Client with access to any records and files related to the provision of

services under this Contract upon reasonable notice. The Client agrees that its auditors will maintain the confidentiality of any trade secrets of Scribbles that may be accessed during an audit conducted under this Contract.

- 8. Confidentiality Information.** Scribbles agrees that all student records, data, personnel records, and/or other confidential information that come within Scribbles' possession in the course of providing services to the Client under this Contract (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Client. All data and/or records provided by the Client to Scribbles shall be presumed to be Confidential Information subject to the terms of this section unless the Client specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Scribbles agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Client's use of Scribbles' products and services. Scribbles shall take all such action as may be necessary to comply with The Family Educational Rights and Privacy Act ("FERPA") as well as with any other applicable statutory provisions, and with the rules and regulations promulgated under all of the foregoing, to the extent that they may require Client to maintain the confidentiality of the Confidential Information. Except as essential to Scribbles' obligations to Client, Scribbles shall not copy any of the Confidential Information, nor shall Scribbles remove any Confidential Information or proprietary property or documents from Client premises without written authorization of the Client. Scribbles acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA and may result in penalties and other damages for which it shall be liable and for which it shall indemnify and hold Client harmless.

- 9. Security.** Scribbles represents and warrants that all documents and information provided to Scribbles by or behalf of the Client, including but not limited to Confidential Records, shall be stored and maintained by Scribbles with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained. Scribbles further represents and warrants that any online access to the Client's records by authorized persons pursuant to this Contract shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the Client's records. Without limiting the foregoing, Scribbles specifically warrants that:
- 9.1.** All servers, computers, and computer equipment used to provide services pursuant to this Contract shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar

occurrences;

- 9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 9.3. All websites, files transfer protocols (FTPs), and any other online electronic system used to provide services pursuant to this Contract shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Scribbles assigned to the project and any individuals identified in writing by the Client or Client's Designee as authorized to obtain access.
- 9.4. Scribbles have technical controls in place that ensure the security, availability and confidentiality of client data.
- 9.5. All information provided to Scribbles pursuant to this Contract shall be encrypted while in transit over an open network.

10. Standard of Care. Notwithstanding anything in this Contract to the contrary, Scribbles represents and warrants that the services provided by Scribbles shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Scribbles' industry for the types of services and records governed by this Contract.

11. Indemnification. Scribbles shall indemnify in accordance with the limits set in section 5, defend and hold harmless the Client, its agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part in accordance with the limits set in section 5, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Scribbles, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by the Client in connection with the defense of said matters. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

12. Relationship of Parties. Scribbles shall be an independent contractor of the Client, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Scribbles be construed as an employee, agent or principal of the Client.

13. Compliance with Applicable Laws. Scribbles shall comply with all applicable laws and regulations in providing services under this Contract. Without limiting the foregoing, Scribbles specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Scribbles shall not employ any individuals to provide services to the Client who are not authorized by federal law to work in the United States.

14. **Applicable Client Policies.** Scribbles specifically acknowledges that it will comply with all applicable Client policies, all of which are publicly available on the Client's website.
15. **Assignment.** Scribbles agrees to notify the Client in the event the Contract is assigned to a 3rd party within 5 business days of the assignment.
16. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the Client and Scribbles.
17. **TENNESSEE Law.** TENNESSEE law will govern the interpretation and construction of the Contract. Any litigation arising out of this Contract shall be filed, if at all, in a court or administrative tribunal located in the State of TENNESSEE.
18. **Entire Agreement.** This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
19. **Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
20. **Non-Solicitation.** Scribbles agree that, during the term of this Agreement, and for a two-year period following the expiration of this Agreement, Scribbles shall not solicit any employees of Client to become employees of Scribbles or its affiliated entities.
21. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall refer to this Agreement by parties and date, and shall be delivered by US registered mail or email to the person listed below or their successor.

If to: Scribbles

Scribbles Software, LLC
1235 East Blvd Ste. E PMB 2051
Charlotte, NC 28203
Attention: Marshall Simmonds

If to Client:

Campbell County Public Schools
172 Valley St.
Jacksboro, TN 37757

22. Authority of Signatories. The persons executing this Contract hereby represent and warrant that they have full authority and representative capacity to execute the Contract in the capacities indicated below and this Contract constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Campbell County Public Schools

Scribbles Software

Printed Name:

Printed Name: Marshall Simmonds

Signed: _____

Signed:

Title: _____

Title: VP of Sales

DATE:

DATE:

Campbell County Public Schools

Printed Name:

Signed: _____

Title: _____

DATE:

STATEMENT OF WORK – EXHIBIT 1

Effective Date: November 14th, 2023

Scribbles will provide the Client the following software solutions:

Scribbles Software Bundle for Campbell County Public Schools, which includes:

- **ScribOrder**, a software solution to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests.

Scribbles provides applications inclusive of the following services:

- Testing, Training, and Mentoring
- Software Upgrades
- Technical Support

Scribbles and the Client mutually agree to the following application subscription fees:

- **ScribOrder**. No Cost to Campbell County Public Schools.
 - Scribbles will assess and retain a \$5 convenience fee to requestors for Alumni/Former Students, Corporate, Legal, 3rd Party Requests, Higher Education, and other requests for which Campbell County Public Schools charges.
 - Scribbles will deliver a monthly, itemized statement by the 25th of each month for the previous month's ScribOrder transactions & collection of student record request fees.
 - Scribbles will remit monthly payments for funds collected on behalf of the Client to Client via check or ACH Payment.
 - Scribbles will pass along the bank/credit card processing fee to the client (deduction from monthly ScribOrder funds generated).
 - Campbell County Public Schools will get full use of ScribOrder for No Cost.

Campbell County Public Schools

Scribbles Software

Printed Name:

Printed Name: Marshall Simmonds

Signed: _____

Signed:

Title: _____

Title: VP of Sales

DATE:

DATE:

Campbell County Public Schools

Printed Name:

Signed: _____

Title: _____

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Oberle Risk Strategies, LLC 8820 Ladue Road, Suite 302 St. Louis MO 63124	CONTACT NAME: PHONE (A/C, No, Ext): 636-391-0700 FAX (A/C, No): 636-391-0715 E-MAIL ADDRESS: donna.spradley@oberle-risk.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Software Solutions, LLC 1235 East Blvd. Ste E - PMB 2051 Charlotte NC 28203	SCRIPOL-01	
	INSURER A: Sentinel Ins Co Ltd NAIC # 11000	
	INSURER B: Underwriters at Lloyd's of London 32727	
	INSURER C: Trisura Specialty Insurance Company	
	INSURER D: Hudson Insurance Company 25054	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 871050117 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		84SBMBI9772	9/21/2023	9/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		84SBMBI9772	9/21/2023	9/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBMBI9772	9/21/2023	9/21/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C D	Cyber/Professional Liability Excess Cyber/Professional Liab Crime/Dishonesty		MPL494882323 ATB871524302 HFPHEPPP	9/28/2023 9/28/2023 9/28/2023	9/28/2024 9/28/2024 9/28/2024	Each Claim/Aggregate 3,000,000 Each claim/Aggregate 2,000,000 Each Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named insured includes:
 Scribsoft Holdings, Inc.
 Scribbles Software, LLC, & Permitum, LLC

CERTIFICATE HOLDER Campbell County PO Box 843 555 Main Street Jacksboro TN 37757	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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K-12 Online Records Requests Made Simple

Scribbles Software Introduction

Founded in 2010, Scribbles Software develops innovative solutions to address the unique needs of K-12 school districts. Scribbles is currently serving more than 13,000 schools and over 500 school districts across the US. All Scribbles applications are delivered Software-as-a-Service (SaaS) requiring little to no IT support from school districts. Scribbles is a full-service Software and records management company offering a wide range of solutions to enable school districts to go paperless. Scribbles Software is SOC2 certified and FERPA compliant.

Scribbles Software Mission Statement

We believe that equitable access to government resources is a right and not a privilege. Therefore, our mission is to help school districts engage their community by providing equitable, open access to school district resources and programs throughout the student lifecycle - beginning with enrollment and continuing post-graduation.

ScribOrder Introduction

ScribOrder is an online student records request, payment, and fulfillment solution used by more than 13,000 schools (over 11 million students) and over 500 school districts across the country. ScribOrder transitions existing manual, paper-based processes into an automated solution designed to streamline and unify the acceptance, payment, and fulfillment of student records for an entire district. The ScribOrder platform is secured, cloud-based computing and therefore has no footprint at the school district. The system adheres to all Internet security protocols and ensures FERPA compliance.

ScribOrder/Transfer Influencing Factors

1. Holistic approach to student records management – all student records requests should be tracked, managed via a single standard, and fit within the school districts guidelines surrounding records requests.
2. Identity verification should fall under a single, approved, and documented process. ScribOrder guards against student identity theft with online identity authentication.
3. Cost reclamation is a key factor influencing the project. Each document stored, requested, and retrieved has a cost – both hard cost (human resource cost, scanning cost, paper cost, printing cost, etc.) and soft (space consumed, documents lost, etc.). The goal is to utilize the revenue generated by ScribOrder to offset the cost of records management.
4. Self-service and outstanding service level to students – whether it is a current student applying for college or a former student applying for a job, ScribOrder offers numerous benefits and efficiency gains over traditional records requests processes.
5. Make life easier for staff receiving and processing records requests, reduce phone calls, enhance records security and FERPA compliance.

Benefits to the School District:

- ScribOrder *manages all requests* regardless of the source including Corporate/3rd Party (background checks), Graduation Verification Requests, Legal, Current Students and Former Students.



- ScribOrder delivers **electronic transcripts (or any type of document)** to more than 6,500 colleges and universities and has SIS Integration for sending E-transcripts to colleges.
- ScribOrder provides a **self-service** to students and corporations, offering 24/7 status updates to record requests.
- ScribOrder utilizes **identity authentication** to gather, automate, & protect the identity of students.
- ScribOrder offers **electronic and digital signatures** as well as file uploads for supporting documents such as a copy of a driver's license and former students' signed release authorization forms.
- ScribOrder utilizes **Interactive Voice Response (IVR)** to communicate information to and from the requestor.
- ScribOrder **decreases call volumes** by up to 90% as ScribOrder sends emails, text and IVR messages on your benefit.
- ScribOrder provides an online, real-time **Order Tracker** to increase communication to the requestor.
- ScribOrder **standardizes and optimizes** the request and payment process.
- ScribOrder ensures **FERPA compliance** and increases productivity.
- ScribOrder provides **comprehensive reporting** with an audit trail of records request activity.
- If desired, ScribOrder can **generate revenue** for the school district and remove paper receipts and replace with electronic documentation. Each school district receives a check or ACH deposit per month for the entire month's activity, as opposed to hundreds of smaller amounts in cash, money orders and checks. **There is no requirement to charge former students or anyone for any other request. We highly recommend charging for the corporate/grad verification/legal requests. These are for-profit companies that you are doing work for to fulfill their requests and you are not being compensated for the work you are performing.**
- School-to-School Secure and FERPA Compliant Request and Electronic Fulfillment of Transfer Records Requests for school-to-school transfer and insight/reports regarding where your students have gone accomplished through **K-12 Transfer** for School-to-School Records Transfer.

TN ScribOrder Fee Examples:

District	Former Students	Corporate
<u>Anderson County Schools</u>	\$8	\$18
<u>Arlington Community Schools</u>	Current = \$8 Former = \$8	\$14
<u>Blount County Schools</u>	\$9	\$24
<u>Elizabethton City Schools</u>	\$6/\$7/\$9/\$10	\$19/\$24/\$29
<u>Germantown Municipal</u>	\$6	\$19/\$24
<u>Greene County Schools</u>	\$9/\$14	\$29
<u>Greeneville City Schools</u>	\$5/\$9	\$29
<u>Hawkins County Schools</u>	\$4/\$7/\$8	\$13/\$18/\$23/\$28
<u>Johnson County Schools</u>	\$5/\$7/\$8/\$9	\$14/\$19/\$24/\$29
<u>Marion County Schools</u>	\$6/\$7/\$8/\$10	\$14/\$19/\$24/\$29
<u>Memphis-Shelby County Schools</u>	\$6/\$20	\$15/\$30
<u>Rhea County Schools</u>	\$5/\$9	\$7/\$9
<u>Sullivan County Schools</u>	\$6/\$8/\$9/\$19	\$19/\$24/\$29
<u>Sumner County Schools</u>	\$5/\$8	\$9/\$19/\$29
<u>Union County Schools</u>	\$9	\$19
<u>Washington County Schools</u>	\$8/\$9/\$10	\$19/\$24/\$29

Average records request fees across all ScribOrder users in Tennessee is around \$8.50 per document requested for former students and \$15 to \$25 per document requested for graduation verification for corporations. Prior to ScribOrder, the average fees were around \$2 for former students requests and \$2 for corporate requests. The national average for School District Fees is \$10 for former students and \$25 for Corporate Requests. This is the fee structure that Scribbles recommends, and will ensure that adequate fees to cover ScribTransfer are collected.

In addition, ScribOrder can accomadate disadvantaged students/alumni via coupon codes. These coupon codes do not require printing and thereby can be used to make the system entirely free to the student. You can use this at your discretion for hardship cases.

Student Identity Protection / Work Process Efficiency

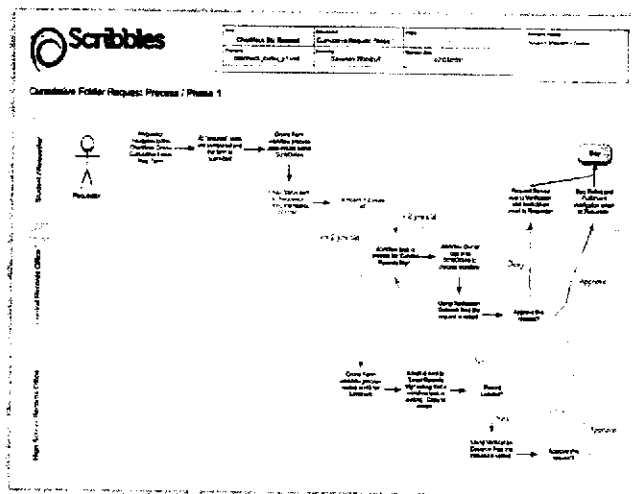
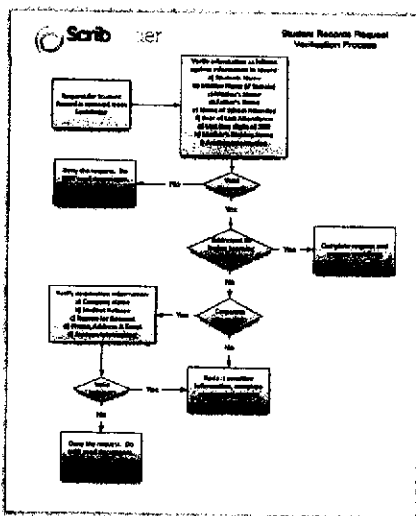
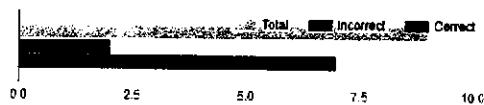
ScribOrder was built to provide as many data verification checks as possible to protect, to the best of a district's ability, the personal information of the student. The data provided coupled with the automated, programatically enforced identity authentication and workflow processes, ensures a consistent, auditable result covered by today's identity protection systems.

ScribCheck Verification Results [View Complete Check](#)

Scoring Overview

- ✓ SSN Check
- ✓ SSN Match
- ✓ Phone Match
- ✓ Address Match

Knowledge Questions: 7 of 9 Correct Answers



The resulting documented process ensures that your district meets and exceeds the current FERPA and Freedom of Information Act guidelines for student record distribution. All done through an efficient, secure system requiring NO additional staff and NO IT support.

District Revenue & Charges

ScribOrder utilizes the patented Amazon Payment/Shopping cart system and Authorized.net. This ensures monetary transactions are secure and accurate for your district. Every alumni, corporate, and 3rd party student record request can now be required to have payment. The money is automatically collected via credit or debit card and a check (or ACH payment) and transaction statement is sent to your district every month. Background Check and Graduation Verification corporations receive between \$150-400 per verification. That company then calls the school district and incurs \$0 cost while the school district performs the majority of the work. On average our clients have about 30% to 35% of student records requests originate via a background check or grad verification company.

Your district does not have to interface with any outside, third-party credit card vendor, nor do you have to worry about cash receipts, bounced checks, or physical money orders. Most importantly, alumni and students can now pay online as they expect. Processes become more efficient, secure, and FERPA compliant in a very short implementation and training time-frame.

ALL School Districts Have Experienced:

- **Significantly Easier Processing of Records Requests**
- **Enhanced FERPA Compliance**
- **Enhanced Security/Reduced Liability**
- **Reduced Records Processing Cost**
- **Increased Revenue Collection**

Reasons Schools Have Implemented Scribbles Solutions:

- Maintain control of funds collected. No need to handle cash and checks.
- Minimize Incoming Phone Calls and Foot Traffic (Eliminate the need to react to Calls/Walk-Ins)
- Implement an On-Line Records Request **Process for Current Students, Former Students and 3rd Party Grad Verification Requests**
- Protect Against the Potential for Fraudulent Requests with ScribCheck Identity Authentication
- No IT Intervention Required. 100% Hosted Solution.
- Streamline Revenue collected by using Online Credit/Debit Card Payments – fully auditable/Enhance Data Accountability
- Implement a charge for third-party/corporate requests for work & research school staff are performing.
- E-Transcript Solution Interfaces with your SIS to allow transcripts to be sent securely and electronically to any College and University Admissions Office.
- Eliminate cost associated w/ Postage, Paper, Photocopies & Printing with E-Transcript.
- Get your Students' info to quickly to ensure admission to the College of their choice.

Scribbles K-12 Transfer is a FERPA compliant solution for School Districts to securely transfer Cumulative Records electronically from district-to-district.

As students move from one district to another, the need arises for cumulative records to be transferred to their new school in a safe, secure, and quick fashion, while maintaining a detailed audit trail of transmission.



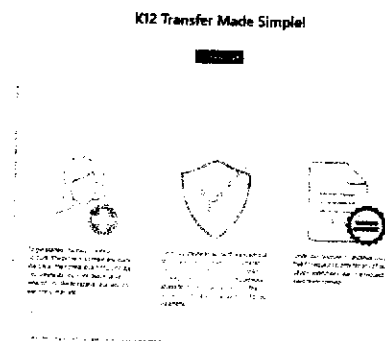
Most K-12 Districts do not have a secure, FERPA Compliant way to electronically transfer cumulative records in a protected, trackable way until now. Introducing Scribbles K-12 Transfer, a web-based solution which allows districts to securely send & receive Cumulative Records electronically from district-to-district. It is FERPA compliant, provides an audit trail of when and where records were sent, and provides a secure means of sending files electronically saving on photocopy and postage expenses.

Traditionally, records departments within the district and at the schools are extremely busy, turnaround times may be sluggish, and security measures are far from ideal. Emailing Scanned Cumulative Records over a non-encrypted email server is not FERPA compliant, and frequently - faxes get turned into E-faxes, which are sent over the email server, also resulting in FERPA non-compliance.

ScribTransfer can instantly streamline and accelerate traditional methods by moving the records request processes online. It is fast, secure, and paperless.

ScribOrder/K-12 Transfer Benefits

- Uniform District-wide Record Request Process for Students' New Schools to Request Records from your Schools when Students Transfer out. (Eliminate calls, letters, fax, email, etc.)
- System Tracking and Reporting
- Ensure Transfer Students are not counted as drops.
- Protect your Graduation Rates with verified documentation.
- 100% Validation of Requestors Identity for Security Purposes
- Ensure that Transfers are Not Counted as Drops
- Faster Record Requests Turnaround
- Up to 95% Reduction in Postage & Paper Costs (No more mailing, no more printing or photocopies)
- Mitigate Legal Risk & Exposure to the District
- No more worrying about Photocopied Records being sent in the Mail.
- No more sending emails with Protected Info over Non-Encrypted Email Systems (Not FERPA-Compliant)
- Manage & Control Records Distribution



Please contact for more information and to schedule a brief demo:

Mike Fitzgibbons

Direct: (704) 280-0188

Mike.fitzgibbons@scribsoft.com

www.scribsoft.com

2023 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 30, 2023**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name: Campbell County

Director of Schools/Superintendent Name: Jennifer Fields

Director of Schools/Superintendent Signature:

School Board Chair Name: Steve Morgan

School Board Chair Signature:

Date of School Board Approval:

UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 30, 2023

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).

Appendix A

2023 Noncompliance Corrective Action Plan

Instructions: Below is a screenshot of the corrective action plan template. The actual template, which is provided here in Word format, includes an example and can also be accessed by downloading and opening this PDF and then clicking the attachment (paper clip) icon in the navigation pane.

Additionally, the current edition of *Commissioner's Update for Directors* includes individual links to the compliance report, corrective action plan template, and ePlan submission instructions.

Area of Noncompliance	Scope and Reason(s) for Noncompliance	Corrective Action Step(s)	Person(s) Responsible	Anticipated Completion Date(s)
T.C.A. § 49-5-413(a) (background checks)	An internal audit conducted on October 3, 2023, revealed eleven (11) employees with an expired background check.	<ul style="list-style-type: none"> Notify the eleven (11) impacted employees and their managers of the noncompliance in writing and include next steps. Coordinate fingerprinting, scheduling, results processing, and related communications. Notify the DOE director of LEA approval of corrective action plan completion. 	Human Resources Director	Oct. 16, 2023
		<ul style="list-style-type: none"> Coordinate fingerprinting, scheduling, results processing, and related communications. 	L E	Oct. 16 – Oct. 31, 2023
		<ul style="list-style-type: none"> Notify the DOE director of LEA approval of corrective action plan completion. 	Human Resources Director (with director of schools copied)	Nov. 1, 2023

Appendix B

For your convenience, the following is a list of helpful links to state education laws and SBE rules:

Public chapters regarding education passed during the 2023 legislative session: https://www.tn.gov/content/dam/tn/education/legal/PLA_LegislativeReport2023.pdf

Current and pending SBE rules:

<https://www.tn.gov/sbe/rules--policies-and-guidance.html>

SBE frequently asked questions:

<https://www.tn.gov/sbe/about-us/frequently-asked-questions.html>

Tennessee Code Annotated:

<http://www.lexisnexis.com/hottopics/tncode/>

If you have questions regarding education laws or SBE rules, please contact the department's general counsel, Christy Ballard, at (615) 741-2921 or Christy.Ballard@tn.gov.