

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

GENERAL

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

CONTRACTUAL AUTHORITY

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

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

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

The Campbell County School District agrees to contract with Dara Kline, Ph.D. to provide Behavioral Management Services for children referred. This contract will begin on July 1, 2022 and end June 30, 2023. The Campbell County School District agrees to reimburse Dara Kline at the rate of \$90.00 per hour, for a maximum of ___ hours. Total contract amount will cost \$ 7,500.⁰⁰.

Invoices along with all documentation shall be submitted to the Campbell County School District by the 1st day of each month, with a payment of Net 20 days.

SERVICES TO BE PROVIDED BY DARA KLINE, PHD

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

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

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

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

Signature: _____
Director of Schools
Date: _____

Signature: _____
Director of Finance
Date: _____

Signature: _____
Attorney
Date: _____

Signature: _____
Director of Special Education
Date: _____

Signature: _____
Chariman of the Board
Date: _____

Name: DARA KLINE, Ph.D.
Address: 1633 Niggs Creek Road
Oneida, Tennessee 37841

Attention: Dara Kline

Telephone: 423-215-3044

Signature: _____

Dara Kline, P.D., Provider

Date: _____

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 Robinson Psychological Services (hereinafter known as **SERVICE PROVIDER**) with its principal office in 112 S. David Lane, Knoxville, 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 \$150 per hour (2-4 hrs. per student) for evaluation. Mileage is included in the \$150 per hour. \$150 per hour for IEP teams, zoom meeting, consultations, etc. 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.
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.

March 22, 2002

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.
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

CAMPBELL COUNTY SCHOOLS CONTRACT SERVICES AGREEMENT

This contract for contracted services the "contract" is made and entered into this 1st day of July 2022 between the Campbell County Schools and Larry Leffew the Provider. For and inconsideration of the mutual promise set forth in the contract the parties do mutually agree as follows:

1. **Obligations of Provider:** The Provider hereby agrees to provide professional services and technical expertise as follow:

The provider proposes to provide regulatory services and operational consulting for the Wynn Habersham School under the following terms:

1. Services shall be provided under a contract agreement.
2. Services shall be provided for and annual fee of \$8,000.00
3. Payment for services shall be made monthly in the amount of \$666.67
4. Regulatory services, as defined below, should not require regular site visits.
5. Operational consulting services, as defined below, will require a minimum of two site visits each month and additional side visits as needed.

Regulatory Services-

Provide regulatory oversight and reporting as required by the NPDES permit.

Operational Consulting-

Operational consulting shall consist of trouble shooting operational /regulatory problems and shall include any action necessary for regulatory compliance not requiring tool or apparatus and having no cost. All non-routine facility maintenance is the owner's responsibility.

The NPDES permit requires facility operation and monthly regulatory reporting during the months when school is out for summer break. The \$8,000.00 fee includes operational consulting and regulatory reporting for the entire year.

All maintenance requirements must be addressed within the specified timeframe to ensure regulatory compliance. The Provider maintain, in good standing. Wastewater Operator License issued by the State of Tennessee.

2. **Obligations of the District:** The District agrees to pay the above stated contracted services at a rate of \$666.67
3. **Terms:** The services described in the contract will be provided from July 1, 2022 to June 30, 2023.

4. **Termination for convenience:** The District may terminate this contract at any time as its complete discretion upon twenty (20) calendar day notice in writing from the District to the Provider prior to date of termination. In addition, all finished or unfinished documents and other material produced by the Provider pursuant to this contract shall at the request of the District be turned over to it and become its property.
5. **Termination for Default:** The District may terminate this contract immediately and without prior notice upon breach of this contract by the Provider.
6. **Terms and Methods of Payment:** Provider shall submit to the District monthly invoices itemized by the number of hours worked and the date that such services were provided, and the amount owed to the Provider.
7. **Relationship of Parties:** The provider is an Independent Consultant and not any employee of the District.
8. **Contract Modifications:** This contract may be amended only by the written amendments duly executed by and between the District and the Provider.
9. **Entire Agreement:** This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract. This document, the purchase order, if any used in connection herewith and any other document incorporated in this contract be reference supersede all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract.
10. **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.
11. If any issues arise under this contract that have to be litigated proper venue will be Campbell County, Tennessee and the prevailing party will be entitled to recover all costs including attorney's fees.

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

District BY: _____

Provider BY: _____

Board Chairman BY: _____

Finance Director BY: _____

Date

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 1st day of July, 2022, by and between Campbell County Schools (hereinafter known as "School District") with its principal office 172 Valley Street, Jacksboro, Tennessee 37757, and Ridgeview Behavioral Health Services (hereinafter known as "Contractor") with its principal office at 240 W. Tyrone Rd. Oak Ridge, TN 37830.

WITNESSETH

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

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

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

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

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

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

- 1. The term of this Agreement shall be from July 1st 2022 through June 30th, 2023.**

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

- (b) The company is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulation in any manner affecting the conduct of the work. The preceding shall include, but is not limited, to compliance with all Equal Employment Opportunities laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).
- (c) This contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the company agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Campbell County, Tennessee and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Campbell County, Tennessee.

3. SCHOOL DISTRICT and Contractor agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of Ridgeview (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.

4. Compensation

- (a) In consideration for the services provided by Contractor, the SCHOOL DISTRICT agrees to pay the Contractor \$5,000 per full-time behavioral health therapist for mental health services provided to Eligible SCHOOL DISTRICT students during the school year.
- (b) Contractor shall invoice SCHOOL DISTRICT for the Fees under this agreement, after the services on a bi-annually bases in December and May, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractors' invoice therefor.

5. Appropriation

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

6. FERPA Compliance

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

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

7. School District Responsibilities

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

8. Background Checks

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

9. Professional Liability Insurance

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

10. Acknowledgments

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

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

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of the Agreement.

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

11. Force Majeure

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

12. Tax Liabilities

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

13. Severability

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

14. Entire Agreement

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

15. Assignment

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

16. Headings

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

17. Counterparts

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

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

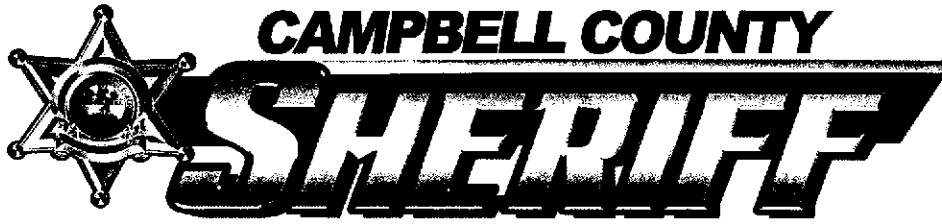
SCHOOL DISTRICT

RIDGEVIEW BEHAVIORAL
HEALTH SERVICES

Director of Schools



President/CEO



Sheriff Robbie K. Goins
PO Box 82
Jacksboro, TN 37757
Phone (423) 562-7446
Fax (423) 566-5469
www.campbellcountysheriff.com

SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter "MOU"), effective July 1st, 2022 through June 30th, 2023 is made and entered into by and between:

- Campbell County Sheriff's Office (CCSO)
- Sheriff Robbie K. Goins
- Campbell County School System (CCSS)
- Director Jennifer Fields

Nothing in the MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

1. PURPOSE OF MOU

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between CCSO and CCSS. The success of this program relies upon the effective communication between the CCSO employees, the principal of each individual CCSS school, and other key staff members of each organization.

2. TERM

The term of this MOU shall begin on July 1st, 2022 and end on June 30th, 2023, unless terminated earlier as provided herein or the school year is extended. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

3. MISSION, GOALS, AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to



CAMPBELL COUNTY

SHERIFF

Sheriff Robbie K. Goins

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create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning Law Enforcement Officers employed by participating CCSO (hereinafter referred to as "SRO's") to CCSS school facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators

Moreover, SROs will establish a trusting channel of communication with students, parents and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SROs can serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

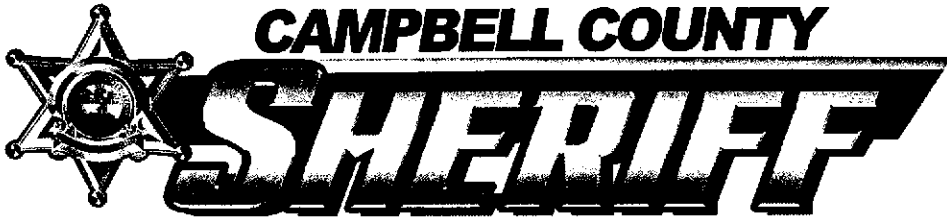
4. ORGANZATIONAL STRUCTURE

A. Composition

The CCSO shall assign law enforcement officers to serve as SROs in the SRO Program. The SROs will be certified by the State of Tennessee and meet all requirements as set forth by the Tennessee Peace Officers Standards and Training Commission. The total contract amount will be \$545,732.00.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the CCSO. Responsibility for the conduct of SROs, both personally and professionally, shall remain with CCSO. School Resource Officers are employed and



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retained by the CCSO and in no event shall any employee of the CCSO be considered an employee of CCSS.

5. PROCEDURES

A. Selection

Available SRO positions will be filled per the providing agency's directives and selection process. The providing agency will make the final selection of any SRO vacancies.

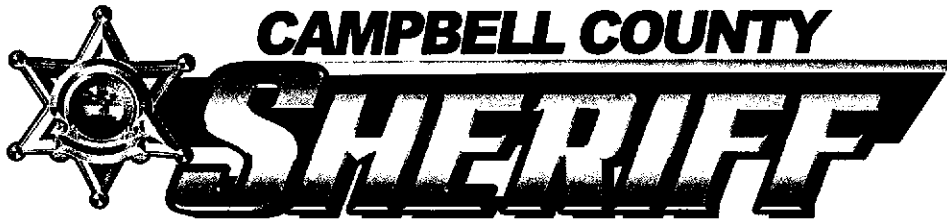
B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference.

Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the providing agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency's directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The CCSO recognizes, however, that CCSS shall maintain full, final, and plenary authority over curriculum and instruction in the CCSS, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the CCSO or its employees, and the CCSO and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities



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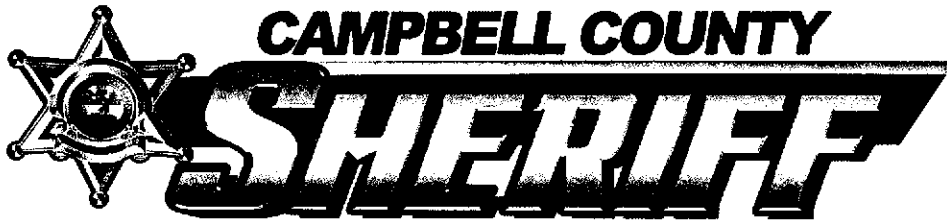
The responsibilities of the SRO will include but not be limited to:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the participating law enforcement agency. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on-campus or off-campus, during school hours.
2. Complete reports and investigate crimes committed on campus.
3. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on school property or at school functions under the jurisdiction of the CCSS. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wear law enforcement agency issued uniform at all times or other apparel approved by the providing agency.
6. Be highly visible throughout the campus, but to be unpredictable in their movements. For Officer Safety, SROs shall not establish any set routine, which allows predictability in their movements and their locations.
7. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



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8. Comply with all laws, regulations, and school board policies applicable to employees of CCSS, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
9. The SRO shall notify the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours for non-emergency situations.
10. Provide information concerning questions about law enforcement topics to students and staff.
11. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.
12. Prepare lesson plans necessary for approved classroom instruction.
13. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SROs agency supervisor and a school administrator.
14. Advise students, staff, and faculty on a limited basis.
15. Attend school special events as needed (for example, PTA meetings). Off duty assignments are not included.
16. Attend law enforcement agency in-service training and specialized training as required or deemed necessary by the training staff. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.



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17. Attend meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.
19. The SRO may act and work with school officials for search and seizures as it pertains to *New Jersey vs. TLO* (469 US 325 1985) and satisfies the written requirements as it pertains to Tennessee Court decisions in *R.D.F. vs. State*, 245 S.W.3d 356 (2008); and *State vs. R.D.F.* 2009 W1 2136324 (2009).

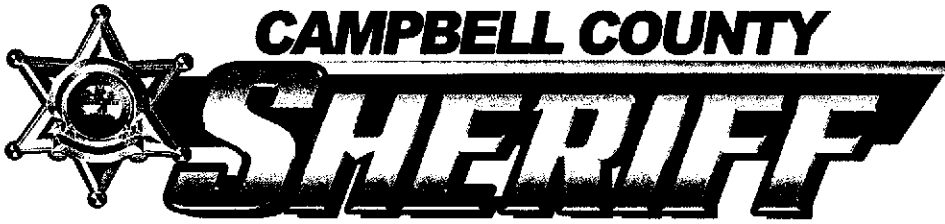
Responsibilities of the SRO supervisor will include but will not be limited to:

1. Coordinate work assignments of the SROs between various campuses.
2. Ensure SRO compliance with providing agency's directives.
3. Coordinate scheduling and work hours of the SROs (vacation requests, sick leave, etc.).

CCSS shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SROs duties:

1. Private office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer and a lockable cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SROs regarding criminal justice problems relating to students and site security issues.

D. Enforcement



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Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Tennessee State law and department policy. The SRO or the providing agency will have the final decision on whether criminal charges shall be filed.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

6. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party.

7. NOTICE

Any notice, consent or other communication in connection with the Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Campbell County Sheriff's Office
Sheriff Robbie K. Goins
PO Box 82
Jacksboro, TN 37757
Phone (423) 562-7446
Fax (423) 566-5469

Campbell County School System
Director of schools Jennifer Fields
PO Box 445
Jacksboro, TN 37757
Office: (423) 562-8377
Fax: (423) 566-7562



CAMPBELL COUNTY

SHERIFF

Sheriff Robbie K. Goins
PO Box 82
Jacksboro, TN 37757
Phone (423) 562-7446
Fax (423) 566-5469
www.campbellcountysheriff.com

This has been agreed to in cooperation with the Campbell County Sheriff's Office and the Campbell County School System Board of Education. As agreed to and in partnership with:

Robbie K. Goins
Campbell County Sheriff

Date

Jennifer Fields
Campbell County Director of Schools

Date