



November 22, 2021

Ms. Jennifer Fields  
Director of Schools  
Campbell County Board of Education  
172 Valley Street  
Jacksboro, TN 37757

Re: Campbell County Schools Vocational Classrooms- Jellico High School  
Comm. No. 210792

Dear Ms. Fields:

We are very pleased that you have decided to retain this firm to provide professional services with reference to the above captioned project. This letter describes the terms of our engagement to provide services to you and the expectations regarding compensation of services. Please be assured that we will do our utmost to service you professionally and efficiently. If at any time you have any questions or concerns, please contact the undersigned at once.

#### PROJECT INFORMATION

Item	Description
Proposed Improvements / Use	Enlarge classroom spaces for welding and construction vocational programs. Construction classroom will relocate to across the hall and occupy room 112 and adjacent spaces. The welding program will expand into the space construction program previously occupied, adjacent to room 113.  Scope of work will involve demolition of masonry walls, removal of ceilings, reworking electrical and mechanical infrastructure for both areas, adding and overhead door.
Site Location	Jellico High School- Campbell County, TN

\*Building Floor Plans to be provided by Campbell County.

#### SCOPE OF BASIC SERVICES

Provide architectural services as needed to provide Construction Documents capable to receive SFMO approval, and bids for construction of the above referenced areas. Architectural, Electrical, and Mechanical design documents will be required for this project.

#### SCHEDULE

Schedule is to be determined.

#### FEE

Fee breakdown as follows:

- Lump Sum fee of \$16,000.00

Total fee for the classroom design drawings and specification for bidding and Construction Administration is \$16,000.00. This fee includes reimbursable expenses and travel cost but doesn't include any Fire Marshall review fees that might be associated with these projects. The Owner will provide a new dust collection system and welding booths.

Our fees for additional services will be the product of the hours worked for the type of services performed multiplied by the hourly rates for the professionals and staff performing the work. Please see attached hourly rates. Direct personnel costs include base salary, payroll taxes, insurance, and benefits.

Chattanooga  
University Tower  
651 E. Fourth Street, Suite 500  
Chattanooga, TN 37403  
(615) 423-7565

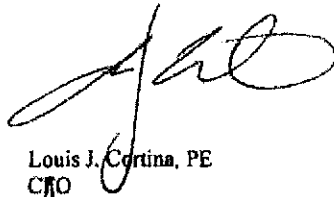
Knoxville  
299 N. Weisgarber Road  
Knoxville, TN 37919  
(615) 865-5849

**MISCELLANEOUS**

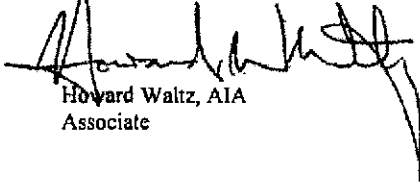
This Letter of Engagement, along with the Terms and Conditions of Agreement are part of one and the same document hereinafter referred to as "Agreement" which is a contract. This Agreement constitutes the entire understanding between all parties regarding our engagement for Architectural and/or Engineering services. This Agreement may not be modified except by a further written agreement signed by each party. If there are any questions concerning the terms of this Agreement, please contact the undersigned. By executing this Agreement, you acknowledge the Terms and Conditions of Agreement as part of this contract, and that you have read carefully and understand all of its terms. This Agreement is open for acceptance for a period of 60 days from the date of this letter. If not executed within the 60-day period MBI reserves the right to modify the terms and/or rescind this offer.

By utilizing our services, you acknowledge and accept the terms and conditions set forth in this letter. However, we require confirmation of acceptance by executing all copies of this Agreement and returning all documents to Beth Ann Carter (bethc@mbicompanies.com), Office Administrator, MBI Companies Inc., 299 N. Weisgarber Road, Knoxville, Tennessee 37919-4013 or by emailing the executed contract to chuckg@mbicompanies.com. If you have questions, please contact Howard Waltz.

Sincerely,  
MBI Companies Inc.



Louis J. Cortina, PE  
CEO



Howard Waltz, AIA  
Associate

**Campbell County Director of Finance**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature)

\_\_\_\_\_  
(Title of Person Authorized to Sign)

ACCEPTED AND AGREED TO THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**Campbell County Board of Education (Director of Schools)**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature)

\_\_\_\_\_  
(Title of Person Authorized to Sign)

ACCEPTED AND AGREED TO THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**Campbell County Board of Education (Chairman)**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature)

\_\_\_\_\_  
(Title of Person Authorized to Sign)

ACCEPTED AND AGREED TO THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Attachment(s): Terms and Conditions of Agreement  
Exhibit A: Rate Schedule

## Terms and Conditions of Agreement

Project #: 210792

1. **Authorization to Proceed and Standard of Care:** Execution of this agreement by Client will be authorization of MBI Companies Inc., hereinafter referred to as "MBI", to proceed with the services, unless otherwise stated in this agreement. MBI shall perform its services in accordance with the generally accepted standards of skill and care applicable to other similar professionals performing similar services in generally the same locality at approximately the same time and under similar circumstances (the "Professional Standard"). MBI makes no warranty in this Agreement, express or implied, other than to comply with the Professional Standard in providing services pursuant to this Agreement.
2. **Payment to MBI:** Unless the parties agree to other arrangements, MBI will present to the Client, after the first of each month, a statement for the services rendered and costs incurred during the prior month and/or which remain unpaid. All invoices are due and payable upon receipt. After forty-five (45) days, a carrying charge of one percent (1%) per month, simple interest, may be imposed on unpaid billings. We accept personal checks and credit cards (Visa, MasterCard, Discover or American Express). If full or satisfactory payment is not made within forty-five (45) days from the date of the invoice, services on this Project may be stopped at the discretion of MBI without liability to the Client. If legal action is required in order to collect moneys due to MBI, the Client shall be liable for attorneys' fees and costs incurred in such action in addition to the fees and termination expenses. Said legal action shall take place in Tennessee - MBI's principal place of business - and Tennessee law shall apply. Terms regarding the entitlement success and value added portion of MBI's fee, when applicable, shall survive the termination of this Agreement. All payments shall be sent to: MBI Companies Inc., 299 N. Weisgarber Road, Knoxville, TN 37919. Correspondence concerning any invoice shall be sent to 299 N. Weisgarber Road, Knoxville, TN 37919, or by email to: [accounting@mbicompanies.com](mailto:accounting@mbicompanies.com), or by calling 865-584-0999.
3. **Reimbursable Expenses:** Reimbursable expenses are in addition to compensation for MBI's services and include expenses incurred by MBI and MBI's Consultants directly related to the Project, including, but not limited to: (1) transportation in connection with the project, authorized out of town travel and subsistence, electronic communications, reproductions, plots, postage, handling, delivery of instruments of service to the extent not included in Basis Services, rendering, models and mock-ups requested by the Client; (2) Client approved, Project specific insurance or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by MBI and MBI's Consultants. In addition to the direct costs, twenty percent (20%) will be added for cost of funds, handling and overhead (multiple for Reimbursable Expenses: 1-2).
4. **MBI Consultants:** For changes in the services and/or additional service of MBI Consultants, compensation shall be computed as a multiple of 1.2 times the amounts billed to MBI for such services.
5. **Ownership and Reuse of Documents:** MBI shall retain ownership of all documents that it prepares. MBI is hereby authorized to use any rendering, photographs or drawings, MBI produces for the Project for marketing or professional promotion. All documents prepared under this Agreement are instruments of MBI's services and MBI retains the copyright in them. The Construction Documents are subject to re-use fees if used by the Client for other projects. The re-use by the Client of these Construction Documents for other projects can be negotiated upon written notification from the Client of its re-use intent. Should MBI not be retained to provide site adaptation and revision services with respect to such re-use, the Client shall execute a release, defend and indemnify agreement in favor of MBI with respect to claims arising out of such proposed re-use. Nothing in this provision shall prohibit the Client from using or modifying the design documents as desired for this Project. To the extent MBI is not retained to prepare subsequent modifications to the design documents for this Project, Client agrees to hold MBI harmless for all damages, direct or indirect, that arise as a result of subsequent modifications. Any unauthorized use of the documents shall be at the Client's sole risk and without liability to MBI or its Consultants.  
Prior to the exchange of electronic information between the parties, the Client and MBI shall by separate agreement set forth the specific conditions governing the exchange and format of such electronic data, including any special limitations or licenses not otherwise provided in this Agreement.
6. **Suspension of Services:** In the event of a suspension of services caused by the Client, MBI shall have no liability to the Client for delay or damage to the Client because of such suspension of services. Before resuming services, MBI shall be paid all sums due prior to suspension and all expenses incurred in the interruption and resumption of services - including entitlement success and value added fees, when applicable. MBI's fees for the remaining services and the time schedules shall be equitably adjusted.
7. **Suspension / Termination:** The Client may terminate this Agreement at any time. Subject to fulfilling contractual and/or professional responsibilities, MBI reserves the right to withdraw from a Project at any time. Notice of suspension or termination must be in writing and provided to the other party no later than 7 days prior to the date of suspension or termination. Additionally, if the Client does not make timely payments to MBI or otherwise perform in accordance with this Agreement, such failure shall be considered cause for termination or, at MBI's option, cause for suspension of performance of services under this Agreement. In the event of suspension or termination of the Agreement, MBI shall be compensated for services performed prior to suspension or termination, together with Reimbursable Expenses then due. Terms regarding the entitlement success and value added portion of MBI's fee, when applicable, shall survive the suspension or termination of this agreement.
8. **Indemnification:** Both MBI and the Client mutually agree to indemnify and hold each other harmless from damages caused by their own negligent acts, errors, or omissions in their performance of this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.
9. **Stepped-Dispute-Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and MBI agree to attempt to resolve such disputes in the following manner:  
First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.  
Second, in the event the parties have failed to resolve any dispute arising out of or relating to this Agreement promptly, the parties shall endeavor to settle the dispute by mediation in accordance with the then appropriate prevailing rules and procedures of the American Arbitration Association pertaining to the mediation of business, commercial or construction disputes. The parties by unanimous agreement may choose to adopt rules adopted by the Supreme Court and Legislature of the State of Tennessee. The parties shall share the mediator's fees and any filing fees equally. Mediation shall be a condition proceeding to any legal proceedings.  
Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.  
Should it become necessary for MBI to engage legal counsel to enforce any of the provisions of this Agreement, Client agrees to reimburse MBI for all its reasonable fees, costs and expenses, mediator's fees, arbitrator's fees, administrative fees, travel expenses, attorney's fees and other necessary costs that are incurred and expended in connection therewith.
10. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and MBI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of MBI and MBI's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of MBI and MBI's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$330,000.00 or MBI's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
11. **Waiver of Consequential Damages:** A breach of this Agreement may cause either or both parties to experience damages that are indirectly related to the breach or that were not foreseeable by either party at the time this Agreement was entered into. Such damages are called consequential damages and may include, but are not limited to, loss of use and loss of profit. Neither party shall be liable to the other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault.

12. **Governing Law:** This contract shall be interpreted and governed by the laws of the State of Tennessee without giving effect to the principles of conflicts of laws.
13. **Interpretation, Titles and Severability:** The paragraph titles used in this Agreement and within the Terms and Conditions of Agreement are for general reference only and are not part of the Agreement between the parties. As used herein, the term "MBI" includes or refers to MBI Companies Inc., when applicable. The term "MBI Consultant" refers to those consultants who contract directly with MBI. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
14. **No Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MBI and there are no third party beneficiaries to this Agreement.
15. **Accessibility:** The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state and local accessibility laws, rules, codes, ordinances and regulations will be subject to various and possibly contradictory interpretations. MBI, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement to the extent those statutes apply to the Project. MBI, however, cannot and does not warrant or guarantee that the Project will comply with all possible interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project, and MBI shall, accordingly, not have any liability to the Client in connection with same.
16. **Betterment:** If a required item or component of the Project is omitted from MBI's Construction Documents, MBI shall not be responsible for paying the cost required to add such item or component to the extent that such item or component should have been required and included in the original Construction Documents. In no event will MBI be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
17. **Code Compliance:** MBI shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle MBI to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
18. **Construction Contract Administration:** If so contracted, MBI shall perform Construction Contract Administration as set forth in the basic scope of services or as set forth in additional services agreements. Construction Contract Administration is defined as a process in which MBI 1) becomes generally familiar with and keeps the Client informed about the progress and quality of the portion of construction completed ("Work"), 2) endeavors to guard the Client against defects and deficiencies in the Work, and 3) determines, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in substantial accordance with the Contract Documents. However, MBI shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. MBI shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. MBI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
19. **Certifications:** If the Client does not engage MBI to perform construction contract administration services, MBI cannot provide any bank, building code official or other entity requested certifications regarding the construction.

20. **No Assignment:** This Agreement and any services to be performed by MBI may not be assigned to any party without the express, written permission of a Vice President, President or Chief Executive Officer of MBI.

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

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

\_\_\_\_\_  
(Client Print Name & Title)

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

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

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

\_\_\_\_\_  
(Client Print Name & Title)

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

MBI Companies Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
(MBI Print Name and Title)

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

## MBI Hourly Rates by Staff Type

Administrative Assistant / Accounting	\$ 70.00
CAD Technician	\$ 103.00
CAD Technician Designer	\$ 120.00
Architect / Engineer – Intern	\$ 125.00
Architect / Engineer – Registered	\$ 147.00
Architect / Engineer – Registered II	\$ 165.00
Interior Designer	\$ 140.00
Project Manager	\$ 137.00
Principal / Surveyor	\$ 182.00
Senior Principal	\$ 195.00

\*These rates are subject to change as we adjust our hourly rates periodically to reflect the advancing experience, capabilities and seniority of our professionals and staff, as well as general economic factors



# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Campbell County Schools Re-Roofing  
Various Locations in Campbell County

**CONTRACT INFORMATION:**  
Contract For: Construction  
Date: 3/26/2021

**CHANGE ORDER INFORMATION:**  
Change Order Number: 01  
Date: 12/15/2021

**OWNER:** *(Name and address)*  
Campbell County Board of Education  
172 Valley Street  
Jacksboro, TN 37757

**ARCHITECT:** *(Name and address)*  
MBI Companies, Inc.  
299 N. Weisgarber Road  
Knoxville, TN 37919

**CONTRACTOR:** *(Name and address)*  
Dixie Roofing Inc.  
672 Fox Den Lane  
LaFollette, TN 37766

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Additional costs to include Davis Bacon wage rates.

Campbell County High Field House = \$14,033.00

Jellico High = \$99,502.00

Jellico Elementary = \$109,950.00

Wynn Elementary = \$94,538.00

LaFollette Middle = \$10,467.00

Jacksboro Middle = \$5,568.00

Jacksboro Elementary = \$4,589.00

The original Contract Sum was	\$ 1,161,789.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,161,789.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 338,647.00
The new Contract Sum including this Change Order will be	\$ 1,500,436.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be 220 Calendar days after Notice to Proceed

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MBI Companies, Inc.

**ARCHITECT** *(Firm name)*

**CONTRACTOR** *(Firm name)*

**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Russ Smith, CMC, Associate

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**DATE**

**DATE**

**DATE**

**OWNER** *(Firm name)*

**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**DATE**

**DATE**



## **SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU"), effective August 4th, 2021 through May 31st, 2022 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 August 4th, 2021 and end on May 31st, 2022, 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 Robble K. Goins**

PO Box 82

Jacksboro, TN 37757

Phone (423) 562-7446

Fax (423) 566-5469

[www.campbellcountysheriff.com](http://www.campbellcountysheriff.com)

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 "SROs") 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 \$445,822.00.

##### **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**





# **CAMPBELL COUNTY SHERIFF**

**Sheriff Robbie K. Goins**

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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**



# **CAMPBELL COUNTY SHERIFF**

**Sheriff Robble K. Goins**  
PO Box 82  
Jacksboro, TN 37757  
Phone (423) 562-7446  
Fax (423) 566-5469  
[www.campbellcountysheriff.com](http://www.campbellcountysheriff.com)

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](http://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

11/22/2021

Date

Jennifer Fields  
Campbell County Director of Schools

Date

## Current MOU

### Paid Leaves

#### A. SICK LEAVE

#### ACCRUAL

- 1.** Each teacher shall be credited with ten (10) days of sick leave on the first day of employment each school year and one (1) additional day per extra month worked.
- 2.** Sick leave shall accumulate from year to year without limit. <sup>(5.302)</sup>
- 3.** If a teacher misses twenty (20) consecutive working days for which there is no sick leave available, he/she will be placed on an automatic leave of absence without pay.
- 4.** To remain on an automatic leave of absence for the balance of the contractual year, teachers must have a doctor's statement indicating they are not able to work. The Board may request a second opinion by a Board designated doctor at the Board's expense.
- 5.** If the second opinion doesn't agree, a third doctor shall be agreed upon by all parties. The cost of the third opinion will be paid by the Board. \*
- 6.** Tenn. Code Ann. 49-5-716 states a teacher, including a teacher on preapproved leave or other type of leave, shall not be charged with a day of leave for any day on which the teacher's school or the school district is closed due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected event.  
Faculty/staff will be given specific details in writing from central office/administration in regards to COVID-19 and other infectious diseases of what duties are expected for example: handwashing, sanitizing areas, etc.  
When the safety of teachers' health, as related to COVID-19 and/or other infectious diseases, the Tennessee Department of Health guidelines will be followed.

#### USAGE

- 1.** Sick leave can be used for personal illness or pregnancy of the teacher's family member or a person residing at the same household as the teacher up to the number of accumulated days.  
<sup>(5.302)</sup>
- 2.** Upon retirement of a teacher, accumulated sick leave days will be "bought" by the system at a rate of one hundred fifty dollars (\$150) per day and can be counted toward retirement. \*

## **Proposed MOU (Voted on by Collaborative Conferencing group on 10/6/2021)**

### Paid Leaves

#### **A. SICK LEAVE**

#### **ACCRUAL**

- 1.** Each teacher shall be credited with ten (10) days of sick leave on the first day of employment each school year (one for each month the employee will have potentially worked).  
(5.302)
- 2.** Sick leave shall accumulate from year to year without limit. (5.302)
- 3.** If a teacher misses 10 working days for which there is no sick leave available, he/she may be placed on an automatic leave of absence without pay.
  - a** To prevent being placed on automatic leave, in cases where the teacher cannot apply for leave under the Family Medical Leave Act, the teacher must provide documentation to the Director of Schools to justify their unpaid leave.
  - b** The Director of Schools has ultimate authority whether to grant a temporary leave for situations that fall outside of the Family Medical Leave Act.
  - c** The district will consider any unpaid leave for which there is not documentation and/or reasonable justification to be "neglect of duty."
  - d** An employee may appeal the Director of School's decision to the School Board.
- 4.** To remain on an automatic leave of absence for the balance of the contractual year, teachers must have a doctor's statement indicating they are not able to work. The Board may request a second opinion by a Board designated doctor at the Board's expense.  
If the second opinion doesn't agree, a third doctor shall be agreed upon by all parties. The cost of the third opinion will be paid by the Board. \*
- 5.** Tenn. Code Ann. 49-5-716 states a teacher, including a teacher on preapproved leave or other type of leave, shall not be charged with a day of leave for any day on which the teacher's school or the school district is closed due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected event.
- 6.** Faculty/staff will be given specific details in writing from central office/administration in regards to COVID-19 and other infectious diseases of what duties are expected for example: handwashing, sanitizing areas, etc.
- 7.** When the safety of teachers' health, as related to COVID-19 and/or other infectious diseases, the Tennessee Department of Health guidelines will be followed.

## USAGE

- 1.** Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's spouse, partner, co-relational family members, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.
- 2.** Upon retirement of a teacher, accumulated sick leave days will be "bought" by the system at a rate of one hundred fifty dollars (\$150) per day and can be counted toward retirement.
  - a** Professional employees cannot use their sick days as a bridge to retirement unless they are using them for an approved leave as defined under the Family Medical Leave Act or under Usage, section 1, in this document.
- 3.** Any teacher who misses five (5) consecutive sick days must provide a doctor's excuse to use their sick leave. A falsified statement shall be grounds for dismissal.



**Budget****Campbell County (070) Public District - FY 2022 - ARP IDEA - Rev 1 - ARP IDEA Part B Funds****Indirect Cost**

Total Contributing to Indirect Cost	\$225,843.00
Indirect Cost Rate	1.82%
Maximum Allowed for Indirect Cost	\$4,036.87

Account Number	Total
71150 - Alternative Instruction Program	\$0.00
71200 - Special Education Program	\$172,056.89
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72215 - Support Services/Alternative Instruction Program	\$0.00
72220 - Support Services/Special Education Program	\$97,538.00
72410 - Office of the Principal	\$0.00
72710 - Transportation	\$20,282.00
99100 - Transfers Out	\$0.00
	<b>Total \$289,876.89</b>
	<b>Adjusted Allocation \$289,876.89</b>
	<b>Remaining \$0.00</b>

**Budget Detail****Campbell County (070) Public District - FY 2022 - ARP IDEA - Rev 1 - ARP IDEA Part B Funds**

71200 - Special Education Program - \$172,056.89

Budget Detail		Narrative Description
Account Number:	71200 - Special Education Program	Additional instructional/related services for special education students including .75 FTE to provide ESY services to students as mandated by student IEP's equivalent to 1 FTE. 1.75 FTEs total. IEP support for new teachers.
Line Item Number:	116 - Teachers	
Focus Area:	Providing SWEs with Direct Services...	
Optional Program Code:		
Location Code:	Campbell County (070)	
Quantity:	1.00	
Cost:	\$15,000.00	
Line Item Total:	\$15,000.00	
Account Number:	71200 - Special Education Program	To provide our students that are medically fragile with homebound services. 5 different teachers doing a few students each for a total of 0.5 FTE
Line Item Number:	128 - Homebound Teachers	
Focus Area:	Providing SWEs with Direct Services...	

**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$9,000.00

**Line Item** \$9,000.00

**Total:**

**Account** 71200 - Special Education Program  
**Number:**

5.0 FTE Special Education Assistants to provide services for special education students.

**Line Item** 163 - Educational Assistants  
**Number:**

**Focus** Providing SWEs with Direct Services...  
**Area:**

**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$63,000.00

**Line Item** \$63,000.00

**Total:**

**Account** 71200 - Special Education Program  
**Number:**

Fringe Benefits for salaries of special education personnel.

**Line Item** 201 - Social Security  
**Number:**

**Focus Area:** Providing SWDs with Direct Services...

**Optional Program Code:**

**Location** Campbell County (070)  
**Code:**

**Quantity:** 1.00

**Cost:** \$6,625.00

**Line Item Total:** \$6,625.00

**Account Number:** 71200 - Special Education Program

Fringe benefits for special education personnel.

**Line Item Number:** 212 - Employer Medicare

**Focus Area:** Providing SWDs with Direct Services...

**Optional Program Code:**

**Location** Campbell County (070)  
**Code:**

**Quantity:** 1.00

**Cost:** \$1,550.00

Line Item \$1,550.00  
Total:

Account Number: 71200 - Special Education Program

Line Item Number: 429 - Instructional Supplies & Materials

Focus Area: Providing SWDs with Direct Services...

Optional Program

Code:

Location Code: Campbell County (070)

Quantity: 1.00

Cost: \$19,712.00

Line Item Total: \$19,712.00

Account Number: 71200 - Special Education Program

Line Item Number: 499 - Other Supplies and Materials

Focus Area: Providing SWDs with Direct Services...

Optional Program Code:

Instructional supplies requested by IEP teams for specific students and/or special education classrooms such as reading and math materials. Manipulatives, computer accessories and software may be purchased to improve student skills. Independent/daily living aids, social skills training materials, pre-vocational/vocational needs, sensory motor integration, behavioral counseling, fine motor and gross motor skills all require instructional supplies that may be purchased from this line item. This contributes to PSPS.

Private School Details - this money will be used to purchase instructional materials or other needed items.

Location Campbell County (070)

Code:

Quantity: 1.00

Cost: \$1,018.00

Line Item \$1,018.00

Total:

Account 71200 - Special Education Program

Number:

Line Item 725 - Special Education Equipment

Number:

Focus Area: Ensuring Technology Accessibility t...

Assistive technology, computers, laptops, printers, communication devices, and updated boxlight panels as needed. Any other equipment needed for students with disabilities can be purchased from this line item. No equipment will be over \$5,000.

Optional

Program

Code:

Location Campbell County (070)

Code:

Quantity: 1.00

Cost: \$56,151.89

Line Item \$56,151.89

Total:

Total for 71200 - Special Education Program: \$172,056.89

Total for all other Account Numbers: \$117,820.00

Total for all Account Numbers: \$289,876.89

**Adjusted Allocation:** \$289,876.89

**Remaining:** \$0.00

**Budget Detail**

**Campbell County (070) Public District - FY 2022 - ARP IDEA - Rev 1 - ARP IDEA Part B Funds**

72220 - Support Services/Special Education Program - \$97,538.00 ▼

Budget Detail		Narrative Description
Account Number:	72220 - Support Services/Special Education Program	This will be 45 days for Carol Asbury. 0.25 FTE She will train our new county wide teachers in the initial referral process. It will also provide 15 days for Sharon King to provide additional IEP support. .10 FTE
Line Item Number:	189 - Other Salaries & Wages	
Focus Area:	Providing SWDs with Direct Services...	
Optional Program Code:		
Location Code:	Campbell County (070)	
Quantity:	1.00	
Cost:	\$19,850.00	
Line Item Total:	\$19,850.00	
Account Number:	72220 - Support Services/Special Education Program	Fringe benefits for employees
Line Item Number:	212 - Employer Medicare	
Focus Area:	Providing SWDs with Direct Services...	



**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$288.00

**Line Item** \$288.00

**Total:**

**Account** 72220 - Support Services/Special  
**Number:** Education Program

Testing of students, psychological evaluations, behavioral supports and specialist.

**Line Item** 312 - Contracts with Private Agencies  
**Number:**

**Focus** Providing SMDs with Direct Services...  
**Area:**

**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$10,000.00

**Line Item** \$10,000.00

**Total:**

**Account** 72220 - Support Services/Special  
**Number:** Education Program

Maintenance repair service equipment. Maintain and repair special education equipment such as copiers, fax machine

**Line Item** 336 - Maintenance & Repair Services - etc  
**Number:** Equipment

**Focus Area:** Providing SWDs with Direct Services...

**Optional Program Code:**

**Location** Campbell County (070)  
**Code:**

**Quantity:** 1.00

**Cost:** \$7,400.00

**Line Item Total:** \$7,400.00

**Account Number:** 72220 - Support Services/Special Education Program

**Line Item Number:** 499 - Other Supplies and Materials

Supplies and materials which support special education programs and services, such as ink cartridges, office supplies, gloves, wipes, file folders, ink for fax, janitorial supplies, testing kits and protocols.

**Focus Area:** Additional Programming Placement Ne...

**Optional Program Code:**

**Location** Campbell County (070)  
**Code:**

**Quantity:** 1.00

**Cost:** \$30,000.00

**Line Item**                      \$30,000.00  
**Total:**

**Account Number:** 72220 - Support Services/Special Education Program

**Line Item Number:** 524 - In-Service / Staff Development

**Focus Area:** Providing SWDs with Direct Services ...

**Optional Program Code:**

**Location Code:** Campbell County (070)

**Quantity:** 1.00

**Cost:** \$30,000.00

**Line Item Total:** \$30,000.00

Attendance at conferences TAASE, Special Education Supervisors Conference, Legal Conferences, LEAD, and Title I. Training addresses disabilities issue, TRIAD, staff development addressing RTI communication, interaction, technology and integration of technology. Practical ideas for speech and language to be taken into the instructional realm of the classroom. Legal procedure information regarding state mandated procedures.

**Total for 72220 - Support Services/Special Education Program:** \$97,538.00

**Total for all other Account Numbers:** \$192,338.89

**Total for all Account Numbers:** \$289,876.89

**Adjusted Allocation:** \$289,876.89

**Remaining:** \$0.00

**Budget Detail**

**Campbell County (070) Public District - FY 2022 - ARP IDEA - Rev 1 - ARP IDEA Part B Funds**  
72710 - Transportation - \$20,282.00

**Budget Detail**

**Narrative Description**

**Account Number:** 72710 - Transportation

Oil changes, tires, and other needed repairs to buses

**Line Item Number:** 338 - Maintenance & Repair Services - Vehicles

**Focus Area:** Providing SMDs with Direct Services...

**Optional Program Code:**

**Location Code:** Campbell County (070)

**Quantity:** 1.00

**Cost:** \$7,400.00

**Line Item Total:** \$7,400.00

**Account Number:** 72710 - Transportation

First aid kits and new fire extinguishers for buses.

**Line Item Number:** 499 - Other Supplies and Materials

**Focus Area:** Providing SMDs with Direct Services...

**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$5,000.00

**Line Item** \$5,000.00

**Total:**

**Account** 72710 - Transportation

**Number:**

Cameras for buses - 10 buses X 2 cameras for each bus. A total of 20 cameras purchased.

**Line Item** 729 - Transportation Equipment

**Number:**

**Focus Area:** Providing SWDs with Direct Services...

**Optional  
Program  
Code:**

**Location** Campbell County (070)

**Code:**

**Quantity:** 1.00

**Cost:** \$7,882.00

**Line Item** \$7,882.00

**Total:**

**Total for 72710 - Transportation:** \$20,282.00

<b>Total for all other Account Numbers:</b>	<b>\$269,594.89</b>
<b>Total for all Account Numbers:</b>	<b>\$289,876.89</b>
<b>Adjusted Allocation:</b>	<b>\$289,876.89</b>
<b>Remaining:</b>	<b>\$0.00</b>

**\$225,843.00**  
**1.82%**  
**\$4,036.87**

✓

Number	71200 - Special Education Program	72220 - Support Services/Special Education Program	72710 - Transportation
	15,000.00		
	9,000.00		
	63,000.00		
	0.00	19,850.00	0.00
	6,625.00	0.00	0.00
	1,550.00	288.00	0.00
	0.00	10,000.00	0.00
	0.00	7,400.00	
			7,400.00
	19,712.00		
	1,018.00	30,000.00	5,000.00
	56,151.89	30,000.00	0.00
			7,882.00
	172,056.89	97,538.00	20,282.00
			<b>Adjusted Allocation</b>
			<b>Remaining</b>



October 29, 2021

Jennifer Fields  
Director of Schools  
Campbell County School District  
PO Box 843  
Jacksboro, TN 37757

Dear Ms. Fields:

Follett School Solutions, LLC is pleased to present the enclosed Amendment to your Follett Destiny® Solution agreement.

In order for us to ensure your project completes smoothly, please provide us with the information listed below:

- Please have an authorized representative of your District Sign and complete the fields as prompted and upload your PO if available. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.
- Ensure that the data on Schedule A is accurate (if attached).
- After the licenses have been activated:
  - Sign, date, and return the Acknowledgement of Delivery form as instructed above. Please include your printed name, title, and district address.

We look forward to a successful Follett Destiny Solution implementation and we appreciate your decision to partner with Follett.

Sincerely,

Joe Barry  
Sales Consultant - Technology  
Phone: 877-899-8550 Ext. 46081  
Fax: 815-578-5296  
[jbarry@follett.com](mailto:jbarry@follett.com)



Amendment F  
**Destiny® Resource Management Agreement**  
Campbell County School District  
Quote # 1108474-5  
Customer # 4130831  
October 29, 2021

This Amendment is made part of the Follett Destiny Solution Agreement between Follett School Solutions, LLC ("Follett") and Campbell County School District ("you") in Jacksboro, TN dated September 11, 2015 (the "Agreement") is effective October 29, 2021. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until December 17, 2021.  
Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

**Summary of Software and Services: Year 1 Costs**

**Pricing**

**The total dollar amount included in this Amendment is**

**\$20,139.00**

**Destiny Cloud**

PN294: Resource Manager Promo

- **Destiny Resource Manager – Complete Edition** for eleven (11) location(s)
  - Online documentation and Help
  - **Note:** Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- Server maintenance and support

**Implementation Services**

- **Project Management:** includes a central point of contact during the implementation of Destiny Cloud.
- **System Setup:** consists of remote initial setup of district and schools, and initial data load.
- **Technical Administrative Training:** consists of remote brief technical training for Destiny Cloud. For the most optimal learning experience, we recommend no more than twelve (12) participants.

- **Managing Your Resources and Defining Templates Webinar:** This instructor-led, web-based training provides the tools you need to begin incorporating Destiny into your daily routine. You'll learn about the terms and definitions used in Destiny Resource Manager, as well as how to create a category hierarchy (known as a template) to properly track and account for your valuable resources.

This training is after your Planning Meeting and Destiny installation.  
(Maximum: 12 participants)

- **Resource Manager–Security Setup Webinar:** This instructor-led, web-based training introduces you to the Destiny hierarchy. This hierarchy is how you control who in the district can access various features and data in Destiny. The training focuses on the default district and site-level users that are set up during installation, typical tasks for these users, and how to decide who in your district might fit these roles. To ensure your users have access to only the software features they need, you'll look at the available permissions, and assign the appropriate access levels, usernames and passwords. (Maximum: 12 participants)
- **Resource Manager - Site Essentials Webinar:** This instructor-led, web-based training will focus on teaching school staff the essential school-level capabilities of Resource Manager. Customers may have up to a maximum of twelve (12) participants per Webinar. Attendees who participate in this training will be authorized to contact Follett's toll-free technical support hotline for help.

## Additional Training

- Resource Manager Site Essentials Webinar – one (1) session(s)

## Please Note:

- Data conversion and data enhancement services costs are not included.
- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days from Invoice.
- To the extent allowable by law, this Amendment is strictly confidential.

## Annual Licensing and Maintenance Costs Starting Year 2\*

### Destiny Cloud

- Destiny Resource Manager – Complete Edition for eleven (11) location(s)
  - Online documentation and Help
  - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- District Technical Support includes:
  - Toll-free telephone technical support for designated Customer contacts
  - 24/7 customer Web Portal, with searchable online knowledge base
  - Unlimited email support
  - Follett Community (how-to's, training tools, and videos)
  - Product updates

**Total Annual Licensing and Maintenance Costs\*\*:** **\$9,083.47**

\*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

\*\* Note: This new pricing will be reflected in your next annual renewal fee.

The Destiny Cloud solution effectively includes server/storage equipment operations via the Microsoft Azure cloud.

### Digital Resource Limit

Digital content that is uploaded and cataloged is limited to 1 GB per Destiny database (for district if the Destiny database serves a multi-school district; or individual school, if the database is limited to a specific school). If at any time you exceed this limit and wish to purchase additional space, you may do so at an additional cost of \$5.00 per GB annually.

### Structure

Files are stored on the server and uses SQL to manage the file location.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono ([web.kimonocloud.com](http://web.kimonocloud.com)).

Training should be scheduled within 30 days, and completed within 90 days, of the signed Acknowledgement of Delivery (AOD). If training is not completed within 90 days of the signed AOD, Follett is not obligated to complete the training, but may do so depending upon the circumstances. If your district elects to receive training at a later date, you may be charged up to current market prices. Customers are not permitted to videotape or record in any way Follett delivered services or training events.

**DESTINY TRAINING CANCELLATION POLICY:** The district/site is responsible for providing a written cancellation and/or reschedule request for Destiny training to your assigned Project Manager or training coordinator. Upon receipt, Follett will reply with a written acknowledgement via email of the changes. The district/site will not be charged if the cancellation request for onsite training is received more than fifteen (15) business days prior to the training date. For webinars, the request must be received three (3) business days prior to the scheduled training date. The district/site will be invoiced at 50% of the cost if the cancellation request for onsite training is received six to fourteen business days prior to the training date, or between 24-48 hours prior to a scheduled webinar time. The district will be invoiced at 100% of the cost if the cancellation request is made five or fewer business days prior to the onsite training date, or if a webinar is cancelled within a 24 hour period prior to the start time of a webinar, to include failure to appear for the training. Follett reserves the right to reschedule any training or webinar outside the acceptable cancellation period.

<b>Onsite Training Cancellation/Reschedule Receipt Timeframe:</b>	<b>Webinar Training Cancellation/Reschedule Receipt Timeframe:</b>	<b>Fees</b>	<b>Reschedule Options</b>
Fifteen (15) days prior to training date	72 hours prior to webinar date/time	No charge	District/site retains full privileges to reschedule
Six (6) to fourteen (14) days prior to training date	24 to 48 hours prior to webinar start date/time	50% of training costs invoiced	Follett reserves the right to reschedule
Within five (5) days prior to training date	Within 24 hours of webinar start date/time	100% of training costs invoiced	Follett reserves the right to reschedule

By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, LLC

Campbell County School District

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

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

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

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

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

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

Address: 1340 Ridgeview Drive

E-mail \_\_\_\_\_

McHenry, IL 60050

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Do you have a PO to attach for this purchase?

☐

Yes

☐

No, I will provide at a later date

☐

No, I will not be using a PO

Please provide a reference for Billing Purposes  
(such as the Billing Contact's Name):

\_\_\_\_\_

To ensure your project starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached).
- An authorized representative of your District needs to **sign above**. Additionally, make sure you return **ALL PAGES** of the signed document to your sales consultant.

# Campbell County Sheriff's Office - SRO Activity Sheet

Deputy:

CCBOE All Schools Nov-21

Incident Type	CCHS	JHS	JMS	LMS	VVES	LES	JES	CES	EVES	JeIES	WOES	WES	Alt	Total
Vape / Tobacco	43	1	4	7				1				1		57
Drugs	2			1										3
Alcohol														
Fights	2			6							2			10
Counseling/Education	79	64	17	47	52			40	30	31	47	73	8	488
School Functions	1	4	3		1	1	1	2	2		2	4		21
Assisted Principal / Staff	73	137	33	104	33	5	5	47	184	52	27	34	8	741
Intruder/Suspicious Person														
Medical	3	1	2	1	1				2					10
Bomb / Fire /Storm Alarm/ Drills	1	1			1		2				3			8
Cellphone Issues	7		6	2								1		16
DCS Referrals	2	1						1						4
Reports	2	3		1									1	7
Safety and Security Issues	108	1	12	6	2	1		31	14	1	16			192
Transport	2													2
Home Visits	1			3					1		2			7
Directing Traffic	38	34	38	18	30	3	18	48	32	41		6		306
Petitions/Citations/Summons	11	2		1									1	15
Arrests	1													1
K-9	5	2	1	1	1	1		1	1					13
Miscellaneous		21		1	10	12	7	39	3	28	29	42		192
Total	381	272	116	199	131	23	33	210	269	153	128	161	18	2094