Campbell County Board of Education Student Alcohol and Drug Testing

- Students will be notified in writing at the beginning of each school year or at the time of enrollment that they 2
- shall be subject to testing for drugs and alcohol during the school year. I Principals are authorized to order drug 3
- tests for individual students when there is a reasonable cause to believe that: 4 5
- 1. The school board policy on alcohol and drug use has been violated;
- 2. A search of lockers produced evidence of the presence of drugs and/or alcohol; 6 7
- 3. A search of persons and containers produced evidence of a presence of drug and/or alcohol;
- 4. A search of vehicles produced evidence of the presence of drugs and/or alcohol; or 8
- 5. Through observation or other reasonable information reported by a teacher, staff member or other student that 9 10
- Upon receiving reasonable information, the principal shall take the following steps: 11 12
 - 1. Call the student into the principal's office or another private place;
 - 2. Summon an appropriate witness to the proceeding and to assist in furtherance of the proceeding;
- 3. Inform the student of the substance of the information available to him/her which is the basis for the 14 determination that a test is necessary; 15
- 4. Inform the student of the procedures which shall be followed in administering the test; 16 17 18
 - 5. Notify the parent(s)/guardian(s) of the student that there will be an administration of the urine drug test(s). The test shall be administered at time of suspicion; and

 - 6. Give the student or parent/guardian an opportunity to decline the test and inform the student that if the test is
 - not taken the penalty is suspension from school and the administrator may turn the student over to law
- 1 !

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- School medical personnel or designee of the principal shall take the student to a designated place in the school 2 3
 - and collect a specimen from the student. The specimen shall be taken in a manner which will protect the privacy
 - rights of the students, and which will assure that the integrity of the specimen itself is not compromised.
- The student shall be provided with a reasonable time to produce a specimen. Reasonable time shall be limited to two (2) hours. To produce a specimen, the student may be provided up to 16 ounces of water. If a student does not produce a specimen within the time frame, with parental consent, the student may be escorted to the accredited laboratory4 by the School Resource Officer to collect a specimen using other methods. A specimen

- 29 shall not be accepted from any source other than an accredited laboratory. No private test results will be 30
- The type of specimen taken shall depend on the substance in question, and the test performed on the specimen 31 shall be appropriate for accurate detection of the substance in question. 32
- 33
- Once taken, school medical personnel or designee of the principal shall give the specimen an identifying
- number which in no way will reveal the identity of the student. 34
- After analysis of the specimen, the principal shall do one of the following:2 35
- 1. If the results of the analysis are negative, all evidence of the individual test, including all records in the 36 37
- school that the test was ordered and the reasons, therefore, shall be destroyed. 38
- 2. If the results of the analysis are positive, the student and parent(s)/guardian(s) shall be given written notice of 39
- the result. The principal shall suspend the students according to the Zero Tolerance Policy. 40

Random Drug Testing 1

- Due to the severity of the drug use problem, both locally and throughout the State, students involved in any 41 42
- voluntary extracurricular activities shall be subject to random drug tests. Parents and students will be informed 43
- of this policy prior to participation and shall sign a consent to the drug testing and a release of information as a condition of participation. 44

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No student who tests positive under a random drug testing program shall be suspended or expelled from school 45 46 47

Campbell County Board of Education Transfers Within the System 6.206

Each year, the Director of Schools/designee shall review the number of spaces available in each school by 2 grade, class, and program levels. This information shall be posted on the district's website along with the dates 3 of the district's open enrollment period. The open enrollment period shall last for thirty (30) days and 4 information about the number of seats available shall be posted for at least fourteen (14) days prior. The 5 Director of Schools/designee shall reserve a reasonable number of enrollment spaces at each school to account 6 for the enrollment of students in that area, siblings of students, and students who have a parent/guardian 7 employed at the school. The principal shall review each out-of-area request and, if adequate space is available, 8 grant the request for transfer unless the transfer would be adverse to the best interests of the child or the school 9 system. If the number of requests exceeds the number of available spaces, the Director of Schools/designee 10 shall implement a lottery to fill the available spaces. 11

- The open enrollment process shall be completed before other nonresident transfers are approved. Principals 12 shall allow credit for work transferred from other schools only when substantiated by official transcripts or 13 successful completion of comprehensive written examinations approved, administered and graded by the 14 principal or his/her designated representative.3
- 15
- Once accepted, the student shall provide his/her own transportation to and from the school. The student must 16 maintain satisfactory attendance, behavior, and effort to remain in the new school. 17
- Students whose families transfer their residence to another school area after the first month of school may 18 19
- complete the school year at their former school. Students who present evidence that they will move during the school year and who desire to enroll in a new school in the new area may do so with prior written request for a 20
- 21

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- Transfer students and their parents or guardians will sign a transfer contract with the school in which they are 22 attending. If the contract is broken, the principal will have the approval of the director of schools to send the 23
- 24 student back to his/her zoned school at the end of the semester.
- 25 **Not effective in event of federally-mandated desegregation order. 26

Campbell County Schools

Transfer/Out of Area Application

Parents must provide transportation for Out of Area students.

Campbell County School Board Policy requires that all applications for transfer be submitted in writing by the parent/guardian and must include all information requested. This form and the supporting information may then be submitted to the requested school's principal who will inform the parent of the approval or denial of the transfer in a timely manner. Parents/guardians must complete the mormal registration process if the application is approved.

Campbell County Board procedures for transfer must be submitted (Date) through (Date) prior to the school year the parent/guardian wishes to enroll the student. Parents will be notified for the decision by (Date) for grades 1-12. For a student to be considered for transfer, the following conditions must be met:

- Student must have a "C" or better average in all coursework
- Student must have 95% attendance for the previous year
- Student must have no more than three disciplinary referrals during the previous year. Parents are cautioned that proviing any false information will result in the denial of this request.

The following information MUST be submitted with the transfer application:

Current school grades, attendance, and discipline reports.

Once a transfer is approved, the approval will be re-evaluated each year to ensure conditions for transfer continue to be met by the student.

Check one: ___ Out of Area Transfer Request - School ____ Out of System Transfer Request - School ___ School Student Wishes to Attend: ___ Current Grade Level: ___ Next Year's Grade Level: ___ Student's Full Name: ___ List any siblings and the schools they currently attend: ___ Parent/Guardian Name(Print): ___ Phone: ___ Parent/Guardian Signature: ___ Date: ____ Date: ____ Date: ____ Date: ____ Date: ____ Date: ____ Date: _____ Date: ____ Date: _____ Date: __

Street Address (E-911 address or physic	al residence)
Street:	
City:	Zip:
Information to be completed by school	
	Denied for the following reason(s):
	Other
School Official's Signature:	Date:

Dual Enrollment Agreement for Tennessee Colleges of Applied Technology Between

Tennessee College of Applied Technology - Oneida/Huntsville and **Campbell County School System**

This Dual Enrollment Agreement ("Agreement"), by and between Tennessee College of Applied Technology - Oneida/Huntsville ("College") and Campbell County Schools ("High School"), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as

<u>OVERVIEW</u>

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2.03.00.01, and the procedures established by College, College desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course") toward a program of study (a

The following classes that are listed in the College's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective College department, are offered as Dual Enrollment Courses: **Culinary Arts**

- Farming Operations Technology

Eligible students ("Students") must be enrolled as 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the Program's specific placement requirements as determined by the College.

In order to participate in a Dual Enrollment Course, Students must submit the following no later than the start of classes to the Student Services Department:

- A completed application for admission signed by the Student;
- All documents necessary for admission and for eligibility for the TSAC grant;
- Required signatures from Student and parent or legal guardian of the Student.

In order to remain eligible to participate in Dual Enrollment Courses, Students must be in compliance with the College's attendance policy, or the High School's attendance policy for Dual Enrollment Courses held at the High School, and maintain a cumulative GPA of at least 2.0, or higher based on individual academic program GPA standards in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the College's Coordinator of Student Services.

Dual Enrollment Courses may be held on the campus of the College or the High School as mutually agreed to by the parties.

Students must register with College's disability services office in order to receive accommodation in their college course(s), when applicable. A Student's high school IEP does not provide accommodations for courses taken as part of this Agreement.

A. RESPONSBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member is the instructor for the Dual Enrollment Course.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School at any time to ensure that College's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover College's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the College, for Dual Enrollment Courses offered on the High School campus.
- Retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the College's academic calendar for all Dual Enrollment Courses if requested by the College.
- Provide College with any grade reporting or attendance reporting that College will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Tennessee Board of Regents Policy 2.03.00.01, Admission at the Tennessee Colleges of Applied Technology regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware that entities providing clinical experiences associated with such courses may impose immunization requirements for participation in a clinical experience.
- Ensure that each Student completes a waiver form indicating that the Student has
 received detailed information about (i) the recommended immunization schedule for
 measles, mumps, rubella and varicella for adults, issued by the Center for Disease

Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The College and the High School shall:

- Each designate an individual to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to College's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant and any other TSAC grants available to pay for Dual Enrollment Courses.

B. AGREEMENT TERM:

- B.1. <u>Term.</u> This Agreement shall be effective for the period of no more than one (1) year, commencing on August 1, 2025 and ending on July 31, 2026.
- B.2 <u>Term Extension</u>. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed three (3) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to College's policies regarding academic standards and documentation of attendance and grades. The College reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of College policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the College then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.
- C.2. In the event the instructor is provided and compensated by the College, such compensation will be based upon applicable College policies as to College faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the College unless otherwise specified in Section C.6 below. This does not prevent the College from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. College shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the Sections C.5. and C.6.

- C.5. For Dual Enrollment Courses held at College's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the College has set as the per student cost for enrollment in such course by other students of the College (the "College's Class Cost"). The College's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The College's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The following costs are not included in the College's Class Cost but are associated and due for each Student in each Dual Enrollment Course workbooks, cosmetology kits, required tools, welding hoods and jackets, certification exam costs, certification cards, malpractice insurance, licensure exams, uniforms, transportation costs to clinical sites, and other personal use supplies required for training purposes. The parties acknowledge that the per student enrollment cost for each course the College offers, and all fees are approved by TBR and available for review by High School upon request.
- C.6. For Dual Enrollment Courses held at High School's facilities, the parties agree as follows;

In the event the High School provides the instructor and other Dual Enrollment Course needs as mutually agreed to by the parties, the College shall pay the High School 40% of the Grant Monies received for the Dual Enrollment Course in order to compensate the High School for the costs associated with providing the Dual Enrollment Course at the High School. This amount shall not be subject to escalation for any reason or increased unless this Agreement is amended.

C.7. In the event that a Student drops a Dual Enrollment Course by the College's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with College and TSAC polices.

D. <u>TERMS AND CONDITIONS:</u>

- D.1. Required Approvals. The College is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. <u>Modification and Amendment</u>. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. <u>Performance</u>. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. <u>Termination</u>. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. <u>Allegations of Sexual Harassment or Other Discrimination.</u>

If the College receives a report of sexual harassment or other discrimination relating to a High School student's participation in DE classes or related activities, the College will coordinate with the High School to determine jurisdiction, to coordinate the provision of

supportive measures, and to respond pursuant to the appropriate policy and procedures based on the allegations and identities of the individuals involved.

If the High School receives a report of sexual harassment or other discrimination relating to the College's education program or activity, the High School will coordinate with the College to determine jurisdiction, to coordinate the provision of supportive measures, and to respond to the report under the appropriate policy and procedures based on the allegations and identities of the individuals involved.

- State and Federal Compliance. Each party shall comply with all applicable State and D.7 Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the College and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the College and the High School. Consistent with 34 C.F.R. § 99.31(a)(2), each party agrees to disclose to the other party education records which the other party needs for purposes related to the student's Dual Enrollment. The parties further acknowledge that the Laws applicable to educational records held by the College differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the College shall apply only to the College, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.9. <u>Severability</u>. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.10. Communications and Contacts.

The College:
Dwight Murphy, President
Tennessee College of Applied Technology – Oneida/Huntsville
355 Scott High Drive, Huntsville, TN 37756
423-663-4900
423-663-4925

The High School:
Jennifer Fields, Director of Schools
Campbell County School System
172 Valley Street, Jacksboro, TN 37757
423-562-8377
423-562-7562

D.11. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.12. <u>Liability.</u> College is a public College of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:		
CAMPBELL COUNTY SCHOOLS:		
Jan K. Civil Division of the Control		
Jennifer Fields, Director of Schools	Date	
TENNESSEE COLLEGE OF APPLIED TECH	NOLOGY – ONEIDA/HUNTSVILLE:	
Dwight Murphy, President	Date	
TENNESSEE BOARD OF REGENTS:		
-		
Flora W. Tydings, Chancellor	Date	-

MEMORANDUM OF UNDERSTANDING

2025-2028
CAMPBELL
COUNTY BOARD
OF EDUCATION

AND

THE EDUCATION PROFESSIONALS OF CAMPBELL COUNTY

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1 BOARD AND TEACHER RELATIONS

The Campbell County Board of Education agrees to:

- 1.1 Post all current and updated board policies to the Campbell County Schools website. *
- 1.2 Advertise all vacant teaching and administrative positions on the Campbell County Schools website at least 5 working days before interviews and hiring. *
- 1.3 Post the agenda for board meetings, workshops, and committee meetings, including attachments and most recently approved minutes, on the Campbell County Schools website no later than three working days prior to the meeting. *
- 1.4 Include teachers from each grade level (elementary, middle, secondary) on the calendar committee to include representatives from employee organizations represented in collaborative conferencing.*
- 1.5 Provide full support for any assault upon a teacher in the discharge of their duties. (5.307)
- 1.6 Permit professional teacher associations to post notices on appropriate bulletin boards and use teacher mailboxes for informational purposes. *
- 1.7 Permit professional teacher associations reasonable use of school buildings and facilities at no cost. (3.206)

2 FRINGE BENEFITS

Teachers, spouses/partners, and up to two (2) of their children (living in residence) shall be admitted free of charge to all events or programs produced or sponsored by the Campbell County School System when an admission or entry fee is charged. This does not include athletic tournaments that are sanctioned under TMSAA or TSSAA. The employee shall present a valid Campbell County School System issued identification to redeem allocated admissions for free event entry.

3 RULES GOVERNING LEAVES OF ABSENCE

- 3.1 Any seniority rights for teachers shall continue to accrue during all approved paid leave. (5.304)
- 3.2 All approved leave shall be recognized as continuous employment. (5.304)
- 3.3 Any teacher on approved leave shall be eligible for all benefits including, but not limited to, retirement and retention of individual contract status. (5.304)
- 3.4 All teachers on approved paid health leave shall continue to receive health insurance benefits at the Board's expense and all other group fringe benefits provided by the Board. (5.304)
- 3.5 In the event of unpaid leave, each teacher shall be permitted to make his/her own and the Board's contribution toward all group fringe benefits requiring such a contribution. (5.304)
- 3.6 Upon return from any approved leave, all teachers shall have the right to be placed in a similar position held upon applying for such leave.

4 PAID LEAVES

- 4.1 Sick Leave
 - 4.1.1 Sick Leave Accrual:
 - 4.1.1.1 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).
 - 4.1.1.2 Sick leave shall accumulate from year to year without limit.
 - 4.1.1.3 Any teacher who uses five (5) consecutive working sick leave days must provide a doctor's excuse within three (3) school days upon their return to use their sick leave. A falsified statement shall be grounds for dismissal.
 - 4.1.1.3.1 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 to prevent being placed on automatic leave.
 - 4.1.1.3.2 The Director of Schools has ultimate authority whether to grant temporary leave for situations that fall outside of the Family Medical Leave Act. The district will consider any unpaid leave for which there is not documentation and/or reasonable justification to be "neglect of duty." (Tennessee Code Annotated 49-5-702)
 - 4.1.1.3.3 Principals will submit all appeals to the Direct for Schools for approval.
 - 4.1.1.4 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 from a Board designated doctor at the Board's expense. If the second opinion does not agree, a third doctor shall be agreed upon by all parties. The cost of the third opinion will be paid by the Board. *
 - 4.1.1.5 Tennessee Code Annotated 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.

4.1.2 Sick Leave Usage:

- 4.1.2.1 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.
- 4.1.2.2 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.

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.

4.2 Sick Leave Bank*:

The sick leave bank shall be administered by the Board according to the following provisions and the sick leave bank guidelines which may be amended as necessary (See TENNESSEE CODE ANNOTATED 49-5-8).

- 4.2.1 By written notification to the Campbell County Board of Education Central Office, a professional/certified employee may withdraw from sick leave bank participation on or before June 30th. Membership withdrawal results in forfeiture of all days contributed. (Tennessee Code Annotated 49-5-806 d)
- 4.2.2 Sick leave bank is intended solely for use in situations of catastrophic illness, where personal sick and personal leave of the bank member has been exhausted. It may only be utilized for bank members' personal catastrophic illness/injury.
- 4.2.3 To ensure proper administration of the sick leave bank, members will make application for relief. Applications will be reviewed by the Sick Leave Bank Committee. The committee shall consist of professional/certified employee sick leave bank members appointed by the Chairman of the Campbell County School Board and the Director of Schools and approved by the Chairman and the Director of Schools. Nothing shall compel this committee to approve any application for relief. The decision of the committee is final.
- 4.2.4 Applications will require a medical statement testifying to the illness and projected date for return to work. For the illness, the statement will provide the medical diagnosis and an estimate of time until recovery.

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- 4.2.5 The maximum number of days to be granted for each application will be ten (10) days. If a member requires more than ten days, another application may be submitted for review by the Sick Leave Bank Committee. There is a cap of thirty (30) days per year or per illness.
- 4.2.6 Any professional/certified employee who wishes to join the sick leave bank must do so within four (4) weeks of the beginning of the school year or within four (4) weeks from the date they were hired, whichever is later.
- 4.2.7 No professional/certified employee already on leave or otherwise unable to discharge his/her duties due to a health crisis of himself/herself will be eligible to initiate membership in the sick leave bank during the same school year.
- 4.2.8 Applications will be available at the Central Office and must be returned to the Central Office upon completion by the employee and the appropriate doctor.
- 4.2.9 Sick Leave Bank Trustees
 - 4.2.9.1 Not later than thirty (30) days following the commissioner's authorization, the board of education and the employee organization shall each appoint from their membership two (2) persons to serve as trustees. The fifth trustee shall be the director of schools who shall serve as chair;
 - 4.2.9.2 In the event any member is unable to be present at any meeting of the sick leave bank trustees, the member may appoint a representative to serve during a particular meeting if authorization is given in writing by the absent trustee;
 - 4.2.9.3 In the event the professional employees are recognized for the purpose of negotiating, such recognized professional employees' organization shall appoint two (2) persons to serve. In the event there is no recognized professional employees' organization for the purpose of negotiating or the previously recognized organization subsequently loses recognition, the organization that documents the largest number of paid professional employees as members on June 30 past shall be the organization to initially appoint or subsequently reappoint or replace the trustees at the end of a term:
 - 4.2.9.4 All appointments shall be for three-year staggered terms and can be replaced only because of death, retirement, resignation, or discontinuation of employment with the board of education or at the expiration of a term;
 - 4.2.9.5 Any vacancy shall be filled for the remainder of the term by the appointing authority in the same manner as the original appointments were made;

- 4.2.9.6 Trustees are eligible to succeed themselves; and
- 4.2.9.7 The four (4) trustees originally appointed by the board of education and the employee organization shall draw lots for two (2) positions for three (3) years, and two (2) positions for two (2) years, to become effective August 1 next. Thereafter all terms begin on August 1.

4.2.10 Sick Leave Bank Participation

- 4.2.10.1 All persons employed in the school system who are entitled to sick leave under Tennessee Code Annotated 49-5- 710 are eligible to participate in the sick leave bank of that school system.
- 4.2.10.2 Upon the establishment of a sick leave bank and the selection of the trustees for the sick leave bank, the trustees shall notify all teachers in the system that they are eligible to participate in the sick leave bank. Following such notice, any teacher in the school system may indicate on forms prepared and approved by the trustees a desire to participate in the bank by submitting the forms to the office that handles records for sick leave for the school system.
- 4.2.10.3 Teachers electing to participate shall do so in August, September or October of any year.
- 4.2.10.4 By written notice to the trustees, a member may withdraw from bank participation on any June 30. Membership withdrawal results in forfeiture of all days contributed.

4.2.11 Sick Leave Bank Contributions

- 4.2.11.1 Any teacher who elects to participate in the bank shall initially have a maximum of three (3) days of sick leave deducted from such teacher's personal accumulation and donated to the sick leave bank. Teachers who have already contributed this amount will have an annual contribution of one (1) day. If the trustees feel the balance is more than sufficient, they will waive the contributions for a given year.
- 4.2.11.2 Donations of sick leave to the bank are nonrefundable and nontransferable.
- 4.2.11.3 At any time, the number of days in the sick leave bank is less than forty (40), or two full-benefit withdrawals, the trustees shall assess each member one (1) or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.

4.2.12 Use of Sick Leave Bank

- 4.2.12.1 The sick leave bank trustees shall administer the sick leave bank and approve or reject each request for additional sick leave. All actions of the trustees will require three (3) affirmative votes.
- 4.2.12.2 The form and manner of application for use of leave from the bank shall be prescribed by the trustees.
- 4.2.12.3 The trustees shall act either affirmatively or negatively on all applications within ten (10) calendar days of the application.
- 4.2.12.4 Members of the sick leave bank shall be eligible to make an application to the bank for sick leave only after having been a member of the bank for thirty (30) calendar days.
- 4.2.12.5 A participant shall not receive any sick leave from the bank until after having exhausted all accumulated sick and personal leave, including all paid board extensions.
- 4.2.12.6 The trustees may establish regulations restricting the number of days that may be withdrawn from the bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the teacher elected to participate in the bank.
- 4.2.12.7 Grants of sick leave from the bank shall not be made to any member on account of any elective surgery or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local teachers' retirement plan.
- 4.2.12.8 Leave grants from the bank, approved by the trustees, shall not be more than twenty (20) consecutive days for which the individual applicant would have otherwise lost pay. Applicants may submit requests for extensions of such leave grants before or after their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of any one (1) illness, recurring diagnosed illness or accident is ninety (90).
- 4.2.12.9 In the event a member is physically or mentally unable to make a request to the sick leave bank for use of sick leave days, a family member or agent may file the request.

- 4.2.12.10 If the trustees determine it necessary, they must require a physician's certificate of condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave days from the bank.
- 4.2.12.11 Sick leave granted a member from the bank need not be repaid by the individual except as all members are uniformly assessed.
- 4.2.12.12 All records of the sick leave bank shall be kept in or by the office of the school system that handles regular sick leave records. The trustees shall inform this office of all applications they approve and the amount of additional leave granted the member.
- 4.2.12.13 There must be a medical certification signed by a license physician for all illness or injury claims and extensions.
- 4.2.12.14 A member shall lose the right to obtain the benefits of the sick leave bank by:
 - 4.2.12.14.1 Resignation or termination of employment with the local school system;
 - 4.2.12.14.2 Cancellation of participation that is effective only on June 30 next;
 - 4.2.12.14.3 Refusal to honor such assessment as may be required from time to time by the trustees to maintain an adequate number of reserve days in the bank;
 - 4.2.12.14.4 Being on approved leave of absence with the exception of personal illness or disability leave; or Retirement.

4.2.13 Dissolution of Sick Leave Bank

4.2.13.1 In the event the sick leave bank is dissolved, the total days on deposit shall be returned to the then participating members and credited to their personal sick leave accumulation in proportion to the number of days each has contributed individually. Days returned under this section and credited to the individual participant's accumulation shall be rounded to the nearest one half (½) day.

4.3 Personal Leave (5.303)

All teachers shall be given two (2) personal leave days each school year for personal reasons. Such leave shall not be charged against accumulated sick leave.

4.4 Professional Leave (5.303)

- 4.4.1 Professional leave with full pay requires proper documentation and shall not be charged against accumulated earned leave.
- 4.4.2 Such leave shall be granted for any teacher to attend school-related functions, when funds are available, upon approval of the Board. Budgetary space will be provided for this item.
- 4.4.3 Teachers on such leave shall receive full pay and benefits.

4.5 Jury Duty Leave (5.301)

- 4.5.1 Any teacher absent from duty because he/she has been selected for jury duty, court duty, subpoenaed, or otherwise required to appear as a witness in a court of law shall be paid full salary by the Board in accordance with Tennessee Law.
- 4.5.2 Such time away for said duty shall not be deducted from accumulated leave.

4.6 Bereavement Leave *

- 4.6.1 Teachers shall be granted bereavement leave following the death of a family member, defined as: spouse or legal partner, child, parent, grandparent, brother or sister, aunt or uncle, niece, nephew, or any inlaws of the same degree, and situations where a parent-child relationship has been established in a family.
- 4.6.2 Teachers shall be allowed five (5) bereavement days for the death of a spouse or legal partner, child, parent, sibling, grandparents, or in-laws of the same degree, or in other extraordinary circumstances as determined by the Director of Schools.
- 4.6.3 Teachers will be allowed three (3) bereavement days for the death of an aunt or uncle, niece, nephew, or in-laws of the same degree.

4.6.4 An additional two (2) days of bereavement leave may be granted for any bereavement leave where travel is necessary and more than one hundred fifty (150) miles each way.

4.7 Military Leave (5.306)

- 4.7.1 To be qualified for a Military Leave of Absence, an employee must be employed on a permanent basis with the Campbell County Board of Education prior to the granting of the Military Leave of Absence and must immediately notify his/her supervisor and the Board of Education.
- 4.7.2 An employee who is a member of any component of the Armed Forces of The United States shall, when ordered by the proper authority to active duty or service, be entitled to a paid leave of absence during the first thirty (30) school days, immediately notifying his/her supervisor and the Board of Education.
- 4.7.3 An employee, upon request, will be granted a leave of absence without pay for Military Leave that exceeds thirty (30) school days.

5 UNPAID LEAVES

5.1 FMLA Leave (5.305)

- 5.1.1 A leave of absence without pay for a period of up to four (4) months shall be granted for child rearing, pregnancy, or adoption.
- 5.1.2 Requests for such leave shall be made to the Director of Schools in writing prior to the commencement of the leave.

5.2 Leave for Elected Office (5.309)

- 5.2.1 Upon request, the Board shall grant a teacher such leave of absence, without pay, for up to one (1) year for the following: Election or appointment to an office in a Federal or State government.
- 5.2.2 The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter.
- 5.2.3 Upon request, this leave may be renewed for an additional one (1) year.

5.3 Health Leave (5.304)

Upon request, a teacher shall be granted a leave of absence for up to one (1) year without pay for reasons of health and shall keep the Board informed of status.

6 TEACHER PROTECTIONS

6.1 Safety

- 6.1.1 The Board recognizes a mutual responsibility between itself and its employees to provide a work environment, which is free of unsafe and hazardous conditions, and shall take whatever steps are necessary under its realm of control to alleviate such conditions.
- 6.1.2 The employees in turn shall notify their principal or immediate supervisor of any suspected unsafe or hazardous conditions of which they are knowledgeable and shall follow standard rules of safety published.
- 6.1.3 The Board shall have no tolerance for threats, intimidation, harassment, or acts of physical violence, whether done by employees, students, parents, or visitors to schools. This includes the possession of any weapon, the use of vulgar and offensive language, threats of physical harm, intimidation, harassment, or acts of physical violence.
- 6.1.4 The board shall take appropriate, corrective action including disciplinary measures, to remedy all violations of this article.

6.2 Classroom Management and Discipline

- 6.2.1 Classroom management guidelines will adhere to School Board Policy, the governing policies/guidelines in accordance with the Teacher Discipline Act, School Discipline Act (TCA 49-6-4101 through 49-6-4109), otherwise known as Title 49.
- 6.2.2 The teacher shall have the right to impose classroom discipline where necessary and may use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others or to ensure personal safety.
- 6.2.3 A plan will be in place to notify appropriate authority.
- 6.2.4 A teacher injured by a criminal act during the performance of his/her duties shall have all benefits pursuant to TCA 49-5-714.
- 6.2.5 A teacher shall have the right to temporarily exclude a student from class when misbehavior or the behavior's disruptive effect makes the student's continued presence in the classroom intolerable. If administrative action is needed, the teacher will verbally notify the administration immediately. The teacher shall furnish the principal, or designated representative as promptly as teaching obligations will allow a written statement, signed, regarding the problem or incident. A student that has been excluded from class shall only be returned to that class when appropriate discipline/consequences have been issued.

6.2.6 In the case of any assault upon a teacher, the Board shall assist in every way possible in the handling of said incident by law enforcement and judicial authorities. (6.309) (5.307)

6.3 Involuntary Transfers (5.115)

- 6.3.1 Written notice shall be provided to the teacher no later than 5 working days prior to the effective date for an involuntary transfer.
- 6.3.2 Principal/Supervisor shall make every effort to find a qualified volunteer before requiring a teacher to involuntarily transfer.
- 6.3.3 The teacher involuntarily transferred shall have the opportunity to meet with the Director of Schools, the appropriate Supervisor, and the Principal to discuss the transfer.
- 6.3.4 If an involuntary transfer is from one building to another, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive two (2) full school (or work) days for preparation of instruction. If the transfer or assignment causes a change in grade level or subject area, the professional employee(s) affected shall be afforded one week to obtain the necessary materials and equipment to teach the new grade level or subject area. In such cases, no official classroom observations may occur within the first month of the new assignment. The school district shall provide the professional employee with all equipment and materials needed for the transfer or new assignment equivalent to others in that grade level or subject area. A professional employee shall not be required or directed to move any materials or equipment other than during the school (or work) day.
- 6.3.5 Absent just cause, the teacher may be considered to be transferred, upon the recommendation of the principal, back to their original position at the end of the school year.

6.4 Working Conditions

- 6.4.1 Teachers' planning time will be unencumbered and uninterrupted except for one (1) time per week for state required meetings, with the exception of IEP and/or 504 meetings. (TN Code Annotated 49-1-302 (e)(2))
- 6.4.2 Except in emergencies, there will be no more than one (1) meeting per month before or after school affecting a group of teachers, and each meeting will last no longer than 60 minutes. *

- 6.4.3 Every effort will be made to equalize teacher/student ratios within grade levels and subject areas. *
- 6.4.4 The minimum length of the school day for students shall be six and one half (6 ½) hours. * The school system will decide each year as the school calendar is compiled whether to extend the school day by an additional thirty (30) minutes to stockpile time for dangerous or extreme weather conditions. The calendar committee will also determine if any portion of the thirteen (13) extra days earned this way will be used for meetings and/or training as outlined in TCA 49-6-3004 (e)(1), (1.801)
- 6.4.5 The length of the school day for teachers will be seven- and one-half hours (7 ½) with the exceptions for emergencies, for faculty meetings, and for scheduled in-service. (1.801, 5.602, 5.603)
- 6.4.6 Principals and/or assistant principals, or their designee, shall be present during bus duty. No car-riding students shall be brought in and left before bus duty begins each morning nor be left longer in the afternoon than bus duty extends. Any teacher on bus duty shall have access to a phone, a list of contacts (including emergency) and phone numbers for all bus-riding students. This list should be provided to the bus duty teacher on the first day of school that students ride a bus. Contacts/phone numbers should accompany new/transfer students on the first day said student is to ride a bus.

6.5 Fair Treatment and Non-discrimination

- 6.5.1 Any teacher who resigns from his/her position during the term of his/her individual contract shall be released from employment by the Board without prejudice, provided such request is made at least thirty (30) working days prior to the date of resignation. (5.200)
- 6.5.2 No tenured teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without documented evidence of incompetence, inefficiency, neglect of duty, unprofessional conduct insubordination as defined in TCA 49-5-501.

- 6.5.3 An employee shall have the right to representation by an association representative in any investigative interview meeting with an administrator that the employee feels may lead to disciplinary action against the employee. The entitlement to representation shall stop any investigative interview meeting, and no further action or conversation shall be taken or pursued with respect to the employee if the employee has verbalized the need for representation, directly demanded representation, or signed a statement requesting representation. Under all circumstances, the employee is responsible for initiating request for representation.
- 6.5.4 All information forming the basis for the disciplinary action will be made available to the employee.
- 6.5.5 The Board shall require notification to a teacher in writing of any alleged deficiencies. This notification shall indicate expected correction and shall indicate a specific period for correction.
- 6.5.6 The Association and the Board agree that there shall be no discrimination on the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of the agreement based on race, creed, color, religion, national origin, age, sex, domicile, marital status, or disability. Further, there shall be no discrimination against any teacher because of his/her participation in any activities of professional education organizations or associations, or his/her institution of any grievance, complain, or proceedings under the agreement or law otherwise with respect to any terms or condition of employment.

6.6 Grievance Procedure

6.6.1 General

- 6.6.1.1 "Grievance" means any claim by any employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, misapplication of any written policy or practice of the Board.
- 6.6.1.2 "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim for review under this grievance procedure.
- 6.6.1.3 A grievance may be withdrawn at any level without establishing precedent.
- 6.6.1.4 Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

- 6.6.1.5 The Board and the district administration shall cooperate in the investigation of any grievance.
- 6.6.1.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.
- 6.6.1.7 No reprisals shall be taken by the Board or the district administration against an employee because of his/her participation in a grievance.
- 6.6.1.8 Should the investigation or processing of any grievance require that an employee or a PEO representative or person of the employee's choosing be temporarily released from his/her regular assignment, the released time shall not result in loss of pay or benefits.

6.6.2 Procedures

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

6.6.2.1 Step 1- Employees or PEOs or person of the employee's choosing may present grievances in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant, a PEO representative or other person of the grievant's choosing, if requested, and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the PEO or other chosen representative shall be provided with the supervisor's written response, including the reasons for the decision.

- 6.6.2.2 Step 2 If the grievance is not resolved at Step 1, the grievant may refer the grievance to the director of schools within six (6) days after receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The director of schools shall arrange for a meeting to take place within five (5) days of the director of schools' receipt of the appeal. Each party shall have the right to have the representative of its choosing and to include such witnesses as it deems necessary. Within four (4) days after the meeting, the grievant shall be provided a written response, including the reasons for the decision, from the Director of Schools.
- Step 3 If the grievance is not resolved at Step 2 or the time limits expire without the issuance of the director of schools' written reply, the grievant may request a review by the Board within seven (7) days after the employee receives the written decision or within ten (10) days after the time limits for Step 2 have expired. The request shall be made in writing through the director of schools, who shall attach all dated documents and forward the request to the Board. The Board shall review the case; shall hold a hearing with the grievant; and shall render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board shall be sent to the grievant, the director of schools, and the grievant PEO or other chosen representative, if requested.
- 6.6.2.4 Step 4 If the grievant is not satisfied with the disposition of the grievance at Step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within 20 days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

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

6.6.3 Advanced Step Filing

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

6.6.4 Representation

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

7 MODIFICATION OF AGREEMENT (REOPENERS)

7.1 Explanation

A provision that explains the Agreement to be modified by mutual agreement during term of the Agreement.

^{*}Procedure

8 INSURANCE

- 8.1 The Board will continue to fund full family health coverage for each Campbell County Board of Education professional employee at no less than eighty-two percent (82%) of the total premium cost. The Board shall provide thirty-five thousand dollars (\$35,000) in life insurance for each unit member at no cost to the member.
- 8.2 The Campbell County Board of Education agrees to continue to pay a portion of certified employee retiree health insurance premiums for any coverage type family, individual, or other in an amount equal to seventy-five percent (75%) of the cost of an individual policy premium not to exceed 100% of the actual premium inclusive of any state contributions toward the retiree's health insurance premium in accord with the following criteria:
 - 8.2.1 The certified employee retiree must have at least five (5) consecutive years of experience with the Campbell County Board of Education immediately prior to retiring.
 - 8.2.2 The certified employee retiree must have EITHER:
 - Thirty (30) years' experience with the State of Tennessee OR twenty (20) years' experience with the State of Tennessee AND be at least fifty-five (55) years of age. (SEE IMPORTANT MESSAGE BELOW)
 - 8.2.3 The certified employee retiree must have been an eligible participating member in the health plan for at least three (3) consecutive years immediately prior to retiring.
 - 8.2.4 This benefit will be provided to each qualifying retiree for either a period of time not to exceed TEN (10) years, OR until the onset of Medicare eligibility by age, WHICHEVER COMES FIRST.
- 8.3 To be eligible to receive this retirement benefit, the certified employee retiree should file appropriate retirement paperwork with the Finance Office by April 1st except in the case of a qualifying event.
- With the exceptions and conditions outlined herein, all other qualifying eligibility criteria and/or plan changes (individual vs. family) requested by the retiree and approved by the state insurance commission are jointly approved by this agreement. Contingent upon approval of these eligibility/plan changes by the State of Tennessee, the Campbell County Board of Education will continue its contribution in accordance with this agreement.

IMPORTANT MESSAGE: Any certified employee retiring with at least 20 years and being less than 60 years old should check with TCRS (teachers' retirement plan) for information regarding possible reduction in retirement benefits.

9 SIGNATURES

This MOU will expire on June 30, 2025.

Director of Schools,				
Jennifer Fields:	Date:			
Board Chair,				
Jeffrey Miller:	Date:			

^{*}Procedure

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CAMPBELL COUNTY SCHOOL BUS OPERATOR CONTRACT

Supplemental Contract - Summer Camp Program

STATE OF TENNESSEE CAMPBELL COUNTY

Fiscal Year 2024-2025

This contract entered into this thedayof, 2025, between the Campbell County Board of Education and Bu Owner/Operator,, Social Security/EiN#), who agrees to provide bus service over Route Number described in Campbell County Bus Routes for the 2024-2025 school year. The term of the 2024 summer school camp program is planned to include 16 days of bus service. The daily rate associated with the supplemental summer camp program contract amount denoted in Section 3-4 below with such calculated daily rate to become the value to be assigned to any missed days for pay reduction purposes.		
	itually understood and agreed by the parties hereto that:	
1.	The Bus Owner/Operator will provide a school bus meeting minimum state and local board standards both as currently in effect and as may be amended in the future. (See the attached Transportation Handbook.)	
2.	Bus/Owners/Operators, Drivers and Sub-Drivers will be required to attend in-service training as scheduled by Transportation Coordinator during the <u>2024-2025</u> school year. Failure to attend scheduled in-service training shall result in a pay reduction penalty equivalent to a missed day of service for each in-service training day failed to attend.	
3.	It is expressly agreed that at times the school system may face extraordinary events, such as a public health crisis, natural disasters, or any other emergency which may cause alterations to the normal district operations, all summer camp program buses shall be used for alternate purposes as the Director of Schools deems necessary.	
4 .	The Board of Education shall pay a daily rate of \$\frac{239.25}{239.25}\$ per day for the sixteen days (16) of Campbell County Summer Schools Summer Camp Program. This will be paid in one check at the end of the summer camp program.	
5.	During the 2024-2025 school year the Board of Education shall make any necessary repairs/replacement of video cameras utilized on the school bus to make the video camera system operational. It is the express purpose and intent of the Board of Education that the video camera systems be operated on a continuous basis while transportation services are being performed. The Bus Owner/Operator shall inspect and test the video camera on a daily basis to confirm it is operational. If not operational, the Bus Owner/Operator shall immediately contact the Board of Education for repair or replacement of the camera. The Board of Education's designee may make inspection of the video camera system, without notice, during the term of this contract.	
6.	The Board of Education shall carry both liability (bodily injury) and property damage (auto liability) insurance on the bus operated in a combined (cingle limit) total (for all	

the bus operated in a combined (single limit) total (for all bodily injury and/or property damage per accident) of \$1,000,000.00. The combined single limit of \$1,000,000 is considered to be in excess of the current "tort" liability limit for the state of Tennessee, which is expressed as a split limit of \$300,000 per person bodily injury/\$700,000

Page 1 of 3

per accident bodily injury-group/\$100,000 per accident property damage. It is further understood and agreed that the insurance coverage shall be limited to a period of time covered by the school term/session and further that the coverage shall be limited to hauling in conjunction with official school activities and duties. The Bus Owner/Operator understands that the insurance does not cover independent hauling done by the Bus Owner/Operator, which is not sanctioned or authorized by proper school officials in accordance with Bus Owner/Operator's regular duties as such. The Campbell County Board of Education does not provide workers' compensation insurance coverage for the contract bus owners or drivers. Additionally, the Campbell County Board of Education does not provide uninsured/underinsured motorist insurance coverage. The Board of Education reserves the right to require a bond in the amount of \$500.00 for faithful performances of this contract.

- 7. Bus routes are <u>not</u> owned by the Bus Owners/Operators. If during the term of this contract the Bus Owner/Operator desires to cease to perform the bus route contemplated by this contract, the Bus Owner/Operator has no authority to transfer this bus route to any other person, business, or corporation. This contract can only be transferred to another person, business, or corporation upon the written consent and approval of the Transportation Supervisor and Director of Schools. This bus contract can be terminated immediately at the sole discretion of the Board of Education without further notice if the Board of Education or their designee determines the bus equipment being operated is unsafe and/or if the Board of Education or their designee determines the bus driver is operating the bus in an unprofessional or unsafe manner.
- 8. Bus Owners/Operators are considered to be independent contractors within the meaning of Tennessee Law, and the Bus Owner/Operator and/or the Driver are not the agent, servant, employee, or representative of either the Campbell County Board of Education or of Campbell County, Tennessee, as governmental entities in any capacity whatsoever, and the Bus Owner/Operator and/or the Driver for himself and for his heirs, executors, administrators, and assignees, hereby agrees to hold both the Campbell County Board of Education and Campbell County, Tennessee, completely harmless of any and all liability, of whatsoever type or nature, arising out of the performance of any and all activities by Bus Owner/Operator/Driver pursuant hereto, without limitations.
- If the Bus Owner/Operator/Driver fails to carry out any of the terms, stipulations, or conditions of this
 agreement, the contract in its entirety may be cancelled immediately without further notice at the sole
 discretion of the Campbell County Board of Education.
- 10. According to the Tennessee Code Annotated Section 49-6-210(d), Boards of Education shall have the power to purchase school transportation equipment, employ school transportation personnel contract for transportation services with persons owning equipment and paying for the same out of funds duly authorized in the budget approved by the county legislative body. Therefore, the Campbell County Board of Education and the Bus Owners/Operators agree that the Campbell County Board of Education is the only party with the authority to negotiate contracts with Bus Owners/Operators.

Bus Owner/Operator	Transportation Supervisor
Director of Schools	Board of Education Chair

Finance Director's signature line acknowledges the Finance Act of 1981 in state law. The Finance Director's signature do	codified in Tennessee Code Annotated Section 5-21-101,et seq. and ector authority to sign and bind the award of county contracts. The Director's authority as set out in the County Financial Management does not authorize the Finance Director to negotiate contracts with authority beyond that set out in the County Financial Management
Director of Finance	Date



Customer: Campbell County Public Schools - TN Created By: Laura Robertson

Renewal 4/14/2025

Proposal Valid Until 7/31/2025

This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Campbell County Public Schools - TN ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at

https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "Effective Date" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

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

* Indicates products added CMS Platform	[x] Indicates products removed
Platform	
CMS Core (Website)	
Products Included in CMS Core	
Calendar	
Posts	Roles & Permissions
<u> </u>	Standard Search
Forms	People Manager
Payments	Resource Manager
Faculty Portals	MFA / Authentication
Staff Directories	24/7 Support
Crisis Mode	Social Media Feeds (15)
Page Pops	Number of Sites (15)
Cloud Storage 10 GB/Site	
Communications	
Setup	
* Finalsite CMS Mobile App Upgrade	
Modules	
* CMS Mobile App	[X] iOS/Android App

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.



Customer: Campbell County Public Schools - TN Created By: Laura Robertson Renewal

4/14/2025 Proposal Valid Until 7/31/2025

Special Provisions:

The following special provisions supersede the Master Terms and Agreements referenced above and within this agreement:

- 1. Client is eligible to kickoff conversion to CMS Mobile App in summer 2025.
- 2. This agreement will be processed via TIPS contract number: 230105
- 3. Contract Term: This is a 3-year term.

Application Services Subscriptions Costs:

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)	
\$ 0	

Schedule	Amount	
Period 1 - Jul 01 2025	\$ 8,455	
Period 2 - Jul 01 2026	\$ 8,455	
Period 3 - Jul 01 2027	\$ 8,455	

B. Payment Terms

- All fees for the initial year of this Order shall be due as follows: (I) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
- Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Unless otherwise specified, all dollars (\$) are United States currency.
- Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or
- Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
- In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other outof-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.



Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

Customer: Campbell County Public Schools - TN	Active Internet Technologies ('AIT')
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)
Date	Date



Customer: Campbell County Public Schools - TN Created By: Laura Robertson Renewal 4/14/2025

4/14/2025 Proposal Valid Until 7/31/2025

D. Customer Contact Information Please fill out the following information, which will be used by o	our deployment & accounting teams.
Billing Contact	Project Contact
Title	Title
Address P.O. Box 843	Phone
City, State Zip Jacksboro, TN 37757	Email
Рһоле	
	*Financial Director
Email	
*Executive Sponsor (Head of School, Superintendent, Business Manager/CFO, etc.)	Title
• (, -,,	Email
litle	
mail	

^{*} The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.



FINALSITE ORDER

This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Campbell County Public Schools - TN ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at

https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "Effective Date" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

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

A. Pricing Summary	
* Indicates products added	[x] Indicates products removed
CMS Platform	(w) manuales products removed
Add-Ons	
* Support Plus	* Integration: FS Open
Communications	
Platform	
* MASS NOTIFICATIONS	* Messages XR Enterprise
Setup	
* IMPL MASS NOTIFICATIONS	* Messages XR Enterprise Conversion from MN
View a detailed description of what is included in your software package here www.finalsite.com/sowmn	
Add-Ons	
(X) Sendit	

Special Provisions:

 Client is eligible to kickoff conversion to Messages XR Enterprise in summer 2025 or anytime thereafter through 2026. The customer shall have the option, exercisable by providing Finalsite at least sixty (60) days' advance written notice, to migrate from the mass notification product described in this Order to Finalsite's service offering known as 'FS Comms', fka 'Messages XR Enterprise', which shall include all



updates and upgrades thereto. In such event, the parties must mutually agree in writing on a target date for completion of such conversion based upon Finalsite's then-current implementation pipeline. In order to exercise this option, Customer must be current in all payments due under the Agreement, including fees applicable to the mass notification or Connect Service.

- 2. This agreement will be processed via TIPS contract number: 230105
- 3. Contract Term: This is a 3-year term.

Services: Initial Term and Fees:

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

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

Total Setup Cost (USD)	
\$ 0	

Schedule	Amount	
Period 1 - Jul 01 2025	\$ 11,932	
Period 2 - Jul 01 2026	\$ 11,932	
Period 3 - Jul 01 2027	\$ 11,932	



B. Payment Terms

- 1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
- Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (0) years (each a "Renewal Term") after the expiration of the initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Unless otherwise specified, all dollars (\$) are United States currency.
- Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or
- Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.
- In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other outof-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and

On Behalf Of: Campbell County Public Schools - TN	Active Internet Technologies ('Finalsite')
Signature	Signature
Name (printed)	Name (printed)
Title (printed)	Title (printed)
Date	Date



C. Customer Contact Information	
Please fill out the following information, which will be used by ou	ir deployment & accounting teams.
Billing Contact	Project Contact
Title	Title
Address P.O. Box 843	Phone
City, State Zip Jacksboro, TN 37757	Email
Phone	
Email	*Financial Director
Executive Sponsor (Superintendent, Head of School, CFO, etc.)	Title
ītle	Email
mail	

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

Opt-In Agreement for Orders of Goods and Services

This Opt-In Agreement For Orders for Goods and Services ("Agreement") under the Services Agreement dated February 27, 2025 between Anderson County Schools ("School System") and United Data Technologies, Inc. ("UDT") for the purchase of Managed Internet Access and Telecommunications Services pursuant to RFP #2528 (the "Contract") is effective on _______

The School System shall purchase Managed Internet Access, Telecommunications and related services (the "Services") from UDT, pursuant to provisions of Tennessee law, including, without limitation, T.C.A. 12-3-1203(c)(1), as such goods and services have been made available under the competitively bid RFP #2528 from the School System.

The School System is expected to use the FCC E-Rate program or its successors to pay for a majority of the cost of these purchases and, therefore, the School System is required to, and hereby agrees to, comply with the following regarding E-Rate program filings as part of UDTs consideration for fulfilling the order:

- (1) The School System shall, pursuant to the terms of the Contract, issue orders to UDT for all goods and services in the form and as requested by UDT.
- (2) The School System shall pay UDT for all goods and services in accordance with the terms of the Contract.
- (3) The School System shall be responsible for the full cost of the order(s) and for filing for applicable E-Rate funding or other government funding. Such responsibility shall include payment of all costs or expenses UDT incurs for commitments made by UDT to a third party servicing the School System's order that are made in reliance on the School System's agreement to make purchases pursuant to this Agreement and the Anderson Contract (individually and collectively, "UDT Commitments").

Any termination rights in the Contract will not relieve the School System of responsibility or liability for any orders, obligations, or commitments made prior to the exercise of such rights by any party.

UDT will have the right to terminate this Agreement and seek compensation and/or damages (including, without limitation, all available remedies under law or at equity) from School System, including for any UDT Commitments, in the event the School System does not file timely for the applicable E-Rate or other government funding.

In reliance on the representations by the School System that any orders under this Agreement properly comply with applicable state law and the representations made in this Agreement, and consistent with the terms of the Contract and pursuant to this Agreement and the Contract, UDT agrees to provide the Services.

This Agreement shall remain in existence for the life of the underlying Contract including any duly exercised extensions.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed and agreed to by the undersigned, thereunto duly authorized.

School System:
Signature of Authorized Person:
Printed Name:
Title:
Date Signed:
United Data Technologies, Inc.
Signature of Authorized Person:
Printed Name:
Title:
Date Signed:

CRYSTAL CREEKMORE 112 Old Standard Hollow Road Newcomb, TN 37819

RYNE CUMMINS 1248 Indian Mountain Road Jellico, TN 37762

USA FIELDS 1049 Deerfield Way LaFolists, TN 37765

RANDY HEATHERLY 145 Dogwood Lane Jacksboro, TN 37757

BRANDON JOHNSON 110 Knoll Drive LaFollette, TN 37766

CAMPBELL COUNTY

Board of Education

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

Jennifer Fields
Director of Schools

RONNIE LASLEY 1102 Bruce Gep Road Caryville, TN 37714

BRENT LESTER 180 South Village Lane LaFoliette, TN 37786

JEFFREY MILLER, CHAIR 209 Glade Springs Road LaFoliette, TN 37796

SHARON RIDENOUR 386 Middlesboro Road LaFollette, TN 37766

JAMIE WHEELER, VICE CHAIR 124 School Road Jacksboro, TN 37757

RESOLUTION OF THE BOARD OF EDUCATION

A RESOLUTION OF THE BOARD OF EDUCATION ("BOARD OF EDUCATION") AFFIRMING PARTICIPATION IN SECTION FOUR OF THE EDUCATION FREEDOM ACT OF 2025 FOR TEACHERS TO RECEIVE ONE-TIME TWO THOUSAND DOLLAR BONUS

WHEREAS, the Tennessee General Assembly duly passed House Bill 6004 as amended, enacting the "Education Freedom Act of 2025" ("EFA"), during the First Extraordinary Session of the 114th General Assembly;

WHEREAS, Section Four of the EFA requires the Department of Education to award a one-time bonus of no less than \$2,000.00 to each teacher employed in a Kindergarten through 12th grade public school in Tennessee during the 2024-2025 school year, subject to appropriation;

WHEREAS, Section Four of the EFA requires local boards of education to adopt a resolution affirming that the local education agency desires to participate in Section Four of the EFA for teachers employed by a local board of education to receive the one-time \$2,000.00 bonus authorized by Section Four of the EFA;

WHEREAS, Section Four of the EFA requires governing bodies of local boards of education to submit their resolutions to the Tennessee Department of Education by June 1, 2025, to receive funding from the Tennessee Department of Education for purposes outlined in Section Four of the EFA:

NOW THEREFORE, BE IT RESOLVED, that the Board of Education hereby affirms that it and the School District desire to participate in Section Four of the EFA, and have teachers employed by the School District in K-12 schools become eligible to receive their one-time bonus of no less than \$2,000.00 authorized by Section Four of the EFA:

BE IT FURTHER RESOLVED, that it is the intent of the Board of Education to comply with the requirement under Section Four of the EFA to deliver a copy of this duly adopted Resolution to the Tennessee Department of Education on or before June 1, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Campbell County Board of Education expressed its opposition to the Education Freedom Scholarship Act of 2025 and any future efforts to implement or expand voucher or ESA programs in Tennessee on January 21, 2025.

BE IT FURTHER REQUIRING IT.	RESOLVED	ТНАТ	THIS	RESOLUTION	TAKE	EFFECT	FROM	AND	AFTER	PASSAGE	
Duly authorized and approved this day of, 2025.											