

Campbell County Board of Education

Homebound Instruction

Policy 4.206

HOMEBOUND INSTRUCTION

To qualify for this program, a student shall have a medical condition that will require the student to be absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10) instructional days for a student who has a chronic medical condition. The student shall be certified by a physician as having a medical condition that prevents him/her from attending the regular instructional program. The services provided to the homebound student shall reflect the student's capabilities and be determined by the homebound instructor, after consultation with appropriate professional staff of the student's assigned school.

The homebound instruction program is for students who, because of a medical condition, are unable to attend the regular instructional program.¹ The homebound instruction program shall consist of three (3) hours of instruction per week for a period of time determined, on a case-by-case basis, by the district.

Recertification shall be obtained after the expiration of each period of homebound instruction if the student's physician certifies, in writing, that the student has a medical condition that prevents him/her from returning to the regular instructional program.

Students may be considered for homebound instruction under the following circumstances:

A. Medical Homebound. The student has a health impairment of sufficient seriousness that the student will miss more than ten (10) consecutive instructional days over the period of the school year due to the medical condition, as certified in writing by the student's treating physician.¹

B. Educational Homebound. The student has been previously certified as eligible for special education services under IDEA and state regulations, and the student requires instruction in the home or related site pursuant to an IEP team's determination that the home, hospital, or related site is the student's least restrictive environment. All homebound placements shall be temporary. The period of instruction and review cycles are detailed in Administrative Procedure AP-I-140. All homebound instruction programs shall consist of a minimum of three (3) hours of instruction per week while school is in session for the homebound instruction period determined by the student's review team, plus any authorized extension(s). A student's 504 or IEP team may determine that the student requires more than three (3) hours of homebound instruction per week to receive a free and appropriate public education. Prior to the expiration of any period of homebound instruction, the student's IEP team or Section 504 team shall develop a transition plan for the student's reentry into school.

HOMEBOUND SERVICES PROVIDED FOR STUDENTS POST-PREGNANCY

The medical homebound instruction program for post-pregnancy students shall consist of a minimum of three (3) hours of instruction per week for a period of six (6) weeks for natural delivery or eight (8) weeks for Caesarean delivery. The student's physician shall state, in writing, the student's condition for eligibility for medical homebound instruction, with an estimated date for delivery. A student requiring additional medical homebound beyond the six (6) weeks for natural delivery or eight (8) weeks for Caesarean delivery, will follow the Medical Homebound process listed above.

Legal References Cross References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10

Student Communicable Diseases 6.403 Acquired Immune Deficiency Syndrome
6.404

Campbell County Board of Education

Attendance

6.200

Attendance is a key factor in student achievement, and therefore, students are expected to be present each day school is in session. The Campbell County School System believes attendance is vital to one's educational experience. A student who is truant is deprived of valuable instructional time, social-emotional benefits, sense of acceptance, and belonging to the school community. Tennessee requires compulsory education for all students ages six (6) until graduation. The Director of Schools/designee shall develop appropriate administrative procedures to implement this policy.

The District Attendance Supervisor shall oversee the entire attendance program which shall include:

1. All accounting and reporting procedures and their dissemination;
2. Alternative program options for students who severely fail to meet minimum attendance requirements;
3. Ensuring that all school age children attend school;
4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
5. Notifying the Department of Safety whenever a student with a driver's permit or license is withdrawn from school.

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent(s)/guardian(s).

TRUANCY

General

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school system provides transportation, unexcused absences from these programs shall be reported in the same manner.

A student who is absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent does not provide documentation within adequate time (within five days of the absence) excusing those absences, or request an attendance hearing, then the Director of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

Absences pertaining to truancy shall be classified as either excused or unexcused.

Excused absences shall include:

1. Personal illness/injury with documentation provided to the school on the day of return;
2. Death in the family;
3. Religious observances;
4. Chronic illness, including pregnancy related issues, physician visits, and birth, verified by a licensed medical provider practicing in Tennessee;
5. Summons, subpoena, or court order;
6. Circumstances which in the judgment of the principal create emergencies over which the student has no control; or
7. School endorsed activities.

The principal shall be responsible for ensuring that:

1. Attendance is checked and reported daily for each class;
2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent for the majority of the day;
3. All student absences are verified;
4. Written excuses are submitted for absences and tardiness, to include notes from physicians or additional documentation provided by parents/guardians;
5. A written waiver request process is publicized at each school for students and parents of chronically ill students;
6. System-wide procedures for accounting and reporting are followed; and
7. Students are afforded an opportunity to make-up time for missed classes due to excused absences.

Students shall be present at least fifty (50%) percent of the scheduled school day to be counted present.

Chronic Absenteeism and Progressive Truancy Intervention Plan

Chronic absenteeism interventions are designed to notify students and parents/guardians of the accumulating number of absences a student has accrued and allows the school to aid in ensuring the student does not reach the level of chronic absenteeism. The frequency and pace of absences trigger interventions. Interventions are tiered and escalated when the student is on a trajectory to meet or exceed chronic absenteeism. Communication between the parent/guardian and the school is imperative.

Situational awareness is a vital component of the intervention process. Before interventions occur, the student's prior attendance record will be reviewed, and the pacing of current absenteeism will be considered. A history of chronic absenteeism, or a rapid number of absences over a brief time, may expedite intervention steps. Principal discretion and situational awareness will be exercised.

Tier I (0-2 Absences)

Tier I shall apply to all students within the district and include school-wide prevention-oriented supports to assist with satisfactory attendance such as but not limited to, connecting with students and parents, creating a welcoming school climate, handouts to students and families, analyzing school and student data for attendance patterns, recognizing attendance issues early, daily announcements about good attendance, information in the newsletter/newspaper, and on social media. These supports must be published annually to parents and students prior to the start of the school year. All schools will begin the truancy intervention process on the first day of the student's enrollment.

Tier II (3-4 Absences)

Tier II shall be implemented after the student accumulates three (3) absences, but before referral to juvenile court. The principal/designee may contact the student and the parent/guardian to discuss their absences. The school may inform the parent/guardian of the district's chronic absenteeism intervention, school transportation options, and support services available to students and families.

Tier III (5-7 Absences)

Tier III shall be implemented if interventions under Tier II are unsuccessful, and the student accumulates five (5) absences. An individualized attendance plan may be developed for the student if the principal/designee believes it would assist with managing additional absences and mitigate chronic absenteeism. Previous absenteeism, attendance record, and the pace of the accumulated absences shall be considered in the individualized attendance plan. The individualized plan shall include the supports that will be provided to the student and family to address the factors that may be causing, or contributing to, the student's continued absence from school. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and the Attendance Supervisor/designee will be implemented. The contract shall include:

1. A specific description of the school's attendance expectations for the student.
2. The period for which the contract is effective.
3. Penalties for additional absences, including additional disciplinary action, and potential referral to juvenile court.

Tier IV (8-11 Absences)

Tier IV shall be implemented at: A) eight (8) absences or B) if previous tiers are unsuccessful with a student and the school can document that the student's parent or guardian is unwilling to cooperate with the intervention plan, then a referral to the Campbell County Juvenile Court's Truancy Tribunal. Evidence that a parent/guardian is unwilling to cooperate can include, but is not limited to, a parent/guardian's failure or refusal, on more than two (2) occasions, to attend conferences with school staff, failure to return telephone calls, failure to attend follow-up meetings, failure to enter into an individualized attendance plan and/or or actively participate in any of the tiers of the truancy plan.

Tier V (12 or More Absences)

Students with twelve (12) or more absences, at the discretion of the principal and/or Attendance Supervisor, may be restricted from participating in school sanctioned events, including field trips, special programs, recognitions, prom, formal, clubs and organizations, interscholastic athletics, and any other school or district sanctioned events until attendance has improved or at the discretion of the Attendance Supervisor.

Additional consequences for students with twelve (12) or more absences may include:

1. A petition to the Campbell County Juvenile Court.
2. Primary Care Physician provides medical documentation verifying chronic illness.
3. Restrictions by Campbell County Schools for the following academic year or until the student demonstrates successful compliance with attendance requirements.

DRIVER'S LICENSE REVOCATION

A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any semester shall be ineligible to apply for or retain a driver's permit or license.

SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY

Students who are absent on the day of the school sponsored extracurricular activity, without documented reason other than those listed above, shall not be permitted to participate in the school sponsored extracurricular activity. This shall include, but is not limited to athletic practices, athletic competitions/games, club activities, prom, formal, dances, etc.

NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY

The Attendance Supervisor may excuse a student to participate in non-school sponsored extracurricular activities. The Attendance Supervisor shall document the approval in writing and shall excuse no more than ten (10) absences each school year. No later than seven (7) business days prior to the student's absence, the student shall provide documentation to the school as proof of the student's participation along with a written request for the excused absence from the student's parent/guardian. The request shall include the following:

1. Student's name and personal identification number;
2. Student's grade;
3. The dates of the student's absence;
4. The reason for the student's absence; and
5. The signatures of the student and parent/guardian.
6. Signature and approval of the students' teachers.

Upon review of the request, the Attendance Supervisor will notify the parent of approval/denial of the request for excused absence.

RELEASED TIME COURSE

A principal/designee may excuse a student to attend a course in religious moral instruction for up to one (1) class period per school day. Students shall not be excused during any class which requires an examination for state or federal accountability purposes.

The student shall submit a written consent form signed by the student's parent/guardian prior to participation in the released time course. The principal/designee shall document the approval in writing. The student shall provide documentation to the principal/designee as proof of the student's participation in the released time course.

The district shall not be responsible for transporting students to and from the place of instruction.

Upon submission of the student's transcript from the entity that provided the released time course, the student may be awarded one (1) unit of elective credit. The Director of Schools shall develop procedures with secular criteria for determining whether credit shall be awarded.

MILITARY SERVICE OF PARENT/GUARDIAN

School principals shall provide students with five (5) days of excused absence prior to the deployment or upon the return of a parent or custodian serving active military service.

Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a parent/guardian during a deployment cycle. The student shall provide documentation to the school as proof of his/her parent's/guardian's deployment. Students shall be permitted to make up schoolwork missed during these absences.

MAKE-UP WORK

Students who have excused absences from school may turn in any make-up work within 5 days of the date they return to school. Any work that is not turned in within five (5) days will result in a docked grade at the discretion of the teacher, up to a grade of zero (0). It is the responsibility of the student to request make-up work from each teacher when they return to school.

All missed class work or tests from an unexcused absence may be made up at the principal's discretion.

STATE-MANDATED ASSESSMENT

Students who are absent on the day of the scheduled EOC exams must present a signed doctor's excuse or must have been given an excused release by the principal prior to testing to receive an excused absence. Students who have excused absences will be allowed to take a make-up exam. Excused students will receive an incomplete in the course until they have taken the EOC exam.

Students who have an unexcused absence shall receive a failing grade on the EOC exam, which shall be averaged into their final grade.

CREDIT/PROMOTION DENIAL

Credit/promotion denial determinations may include student attendance; however, student attendance may not be the sole criterion. If attendance is a factor prior to credit/promotion denial, the following shall occur:

1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of credit/promotion denial due to excessive absenteeism.
2. Procedures in due process are available to the student when credit or promotion is denied.

ATTENDANCE HEARING

Students with excessive absences of more than twelve (12) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the Attendance Supervisor. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee's decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record. Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee. The action of the Board shall be final.

Legal References

Cross References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of

Education Policy 4.100

5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021

8. TCA 49-6-3007; TCA 49-6-3009

9. TCA 49-6-3022

10. TCA 49-2-130

11. Public Acts of 2025, Chapter No. 401

12. TCA 49-6-3019

13. TCA 49-2-203(b)(7); TCA 49-6-3002(b)

14. TRR/MS 0520-01-02-.17(7)

School Calendar 1.800 Extracurricular Activities 4.300 Interscholastic Athletics 4.301 Field Trips/Excursions/Competitions 4.302 Reporting Student Progress 4.601 Promotion and Retention 4.603 Recognition of Religious Beliefs, Customs, & Holidays 4.803 Voluntary Pre-K Attendance 6.2011 Homeless Students 6.503 Students in Foster Care 6.505 Students from Military Families 6.506 Student Records 6.600

**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 further defined herein.

OVERVIEW

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 "Program").

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. RESPONSIBILITIES 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. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on August 1, 2026 and ending on July 31, 2027.
- B.2. Term Extension. 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 that the primary employer of a Dual Enrollment Course instructor (College or High School) 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 enrollment agreement documents between the parties. The costs shall be as set forth in 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 policies.

D. TERMS AND CONDITIONS:

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. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.

D.4. Termination. 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. Allegations of Sexual Harassment or Other Discrimination.

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.

- D.7. State and Federal Compliance. Each party shall comply with all applicable State and 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. Severability. 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:
Tim Smith, President
Tennessee College of Applied Technology – Oneida/Huntsville
355 Scott High Drive, Huntsville, TN 37756
423-663-4900
423-663-4925
- The High School:
Charlotte McCoy, 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.

**Dual Enrollment Agreement for Tennessee Colleges of Applied Technology
Between
Tennessee College of Applied Technology - Jacksboro
and
Campbell County Board of Education**

This Dual Enrollment Agreement ("Agreement"), by and between Tennessee College of Applied Technology - Jacksboro ("College") and Campbell County Board of Education ("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 further defined herein.

OVERVIEW

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 "Program").

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:

- Administrative Office Technology
- Automotive Technology
- Building Construction Technology
- Computer Information Technology
- Cosmetology
- Criminal Justice: Correctional Officer
- Emergency Medical Technology
- Heating, Ventilation, Air Conditioning and Refrigeration
- Machine Tool Technology
- Nursing Aide
- Pharmacy Technology
- Power Sports Technology
- Residential, Commercial, Industrial Electricity
- Hospitality and Tourism
- Welding Technology
- Diesel Powered Equipment Technology * Pending Approval
- Industrial Maintenance * Pending Approval

Eligible students ("Students") must be enrolled as 9th, 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 Tennessee College of Applied Technology – Jacksboro 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 President

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. RESPONSIBILITIES 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. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on July 1, 2026 and ending on June 30, 2027.

B.2. Term Extension. 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 that the primary employer of a Dual Enrollment Course instructor (College or High School) 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 Intentionally Deleted.
- 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: No costs will be assessed to the student. 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:
- For Dual Enrollment Courses held at High School's facilities, College agrees that it is not anticipated that any funds shall be due from the High School, Student or Student's parent or legal guardian.
- 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 25% 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.
- If other costs are anticipated to be incurred by College in connection with a Dual Enrollment Course, such as for supplies, College will obtain High School's written approval of such costs prior to invoicing High School for the same.
- 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 policies.
- D. TERMS AND CONDITIONS:
- 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. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. 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. Allegations of Sexual Harassment or Other Discrimination.

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.

- D.7. State and Federal Compliance. Each party shall comply with all applicable State and 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. Severability. 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:

Jada Stanley, Vice President of College and Student Affairs
Tennessee College of Applied Technology - Jacksboro
265 Elkins Rd, Jacksboro, TN 37757
Telephone Number: (423)566-9629
Facsimile Number: (423)566-9713

The High School:

Traci Chambers, CTE/Maintenance/Transportation Supervisor
Campbell County Board of Education
172 Valley Street, Jacksboro TN 37757
Telephone Number: (423)562-8377
Facsimile Number: (423)566-7562

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. Liability. 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 BOARD OF EDUCATION:

Charlotte McCoy, Director of Schools

Date

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY - JACKSBORO:

Debbie J. Petree, President

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor

Date



MEMORANDUM OF AGREEMENT

- A. Ridgeview Behavioral Health Services and Campbell County Public Schools herewith agree to cooperation in the conduct of Project B.A.S.I.C. at Caryville Elementary during the 2026 -2027 school year.
- B. By this agreement, both parties understand and affirm that:
1. Project B.A.S.I.C. (Better Attitudes and Skills in Children) is a school-based mental health early intervention and prevention program based on the Pyramid Model framework which seeks to encourage the healthy psychological and social development of elementary school-aged children, with a special focus on children in Kindergarten through 3rd grade. Program activities provided by a Child Development Specialist (CDS) include mental health education, early identification of mental health concerns, referrals to community service providers, teacher consultation/coaching in Pyramid Model practices, and a school climate enhancement project. All Project B.A.S.I.C. services are provided at no charge to service recipients.
 2. Project B.A.S.I.C. is a program of Ridgeview Behavioral Health Services, which assumes responsibility of services and the actions of agency staff assigned to the program.
 3. Project B.A.S.I.C. shall conduct twelve mental health curriculum presentations in each K-3rd classroom served that promote social-emotional literacy and skills. This service will be provided by the CDS in compliance with accepted educational practice and with regard to the instructional needs of Caryville Elementary. These presentations are ideally held in the classroom setting with the teacher present. The CDS is not a teacher and should not be expected to hold a regular spot within the specials' rotation. If put in specials' rotation, Caryville Elementary is responsible for arranging coverage when CDS is absent or cancels the class.
 4. Project B.A.S.I.C. shall provide support and other educational opportunities to individuals and/or small groups of students at Caryville Elementary in order to assist in developing effective coping skills, to assess for potential Serious Emotional Disturbances (SED), and/or to improve social-emotional skills. The CDS will only provide individual support to a student when the CDS has received a referral for the student and has obtained parent permission. The only exception to this is in the event of a one-time crisis contact. These services shall be provided on the premises of the school.
 5. Project B.A.S.I.C. shall provide individual or group consultation on Pyramid Model practices to the teachers and staff of Caryville Elementary in order to increase their ability to more effectively support students who have or at risk of developing an SED. Consultation can be child-focused, providing strategies to assist teachers in supporting individual children with problematic behaviors, or classroom-focused, building teachers' capacity to manage challenging behaviors within the classroom.

The CDS is meant to provide support to teachers and school staff through these consultations in order to increase their skills. Consultation sessions are not meant to evaluate teaching ability.

6. Project B.A.S.I.C. shall provide assessment and referral services for students at Caryville Elementary who are referred to the program and are at-risk of developing a Serious Emotional Disturbance (SED). This service shall be provided on the premise of the school.
7. Protection of the privacy of the individual is an obligation in the conduct of Project B.A.S.I.C. Therefore, transactions between the CDS and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence or where precedence of law or professional ethics permits suspension of confidence.
8. Project B.A.S.I.C. is intended to enhance and support the school service of Caryville Elementary and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Project B.A.S.I.C. is funded by a grant through the TN Dept. of Mental Health and Substance Abuse Services and through contract with Ridgeview Behavioral Health Services and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this contract, Caryville Elementary agrees that:

1. The CDS assigned to Project B.A.S.I.C. will have access to the building and campus of Caryville Elementary, subject to the same usual regulations for school staff.
2. Teachers of Caryville Elementary will coordinate scheduling of classroom activities with Project B.A.S.I.C. staff.
3. All staff of Caryville Elementary may refer students for services directly to Project B.A.S.I.C. staff.
4. The initial meeting between the CDS and a student of Caryville Elementary requires parental permission, except in the case of an emergency or crisis. If additional meetings between the CDS and student are requested by school staff or the student after a crisis, the student must be referred to the CDS, and the CDS must obtain parent permission before additional meetings can occur.
5. Students may be released from class to receive services from Project B.A.S.I.C. staff at the teacher's discretion.


6. The principal of Caryville Elementary may provide Project B.A.S.I.C. staff with information about student grades, disciplinary actions/FBAs, and attendance after the CDS has obtained parent permission for services, if such information is necessary to assess the student's need for services by Project B.A.S.I.C. The confidentiality of the information is protected.
7. An appropriate location at Caryville Elementary, including a confidential work space and furnishings, if possible, will be provided for use by the CDS in provision of program services including: individual meetings with students, consultations with teachers/school staff, and other program responsibilities.
8. Project B.A.S.I.C. staff will have access to school telephones in a confidential location, to place and receive calls.
9. Project BASIC staff will supply their own materials but would appreciate the use of school equipment.
10. At the beginning of the school year, the Principal will schedule a time for the CDS to conduct a briefing about Project B.A.S.I.C. for all staff of Caryville Elementary. The briefing will include an introduction of the employee assigned to the project, an overview of the Project B.A.S.I.C. program, roles and responsibilities of the CDS, program expectations, and an explanation of services to be provided to both students and teachers.
11. Campbell County Schools agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of the other entity (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.

D. Ridgeview Behavioral Health Services agrees that:

1. Ridgeview will provide a qualified person as a Child Development Specialist (CDS) to conduct all Project B.A.S.I.C. services at Caryville Elementary.
2. Ridgeview will make the CDS available on the premises of Caryville Elementary at least four days per week except in the case of school holidays, meetings or trainings related to Project B.A.S.I.C., or short-term illness of the CDS.
3. Ridgeview will provide adequate liability insurance coverage for the activities of the CDS.
4. The CDS shall be responsible to the principal of Caryville Elementary for his/her conduct while on campus. Any concerns that arise should be reported by the

principal to the CDS' direct clinical supervisor at Ridgeview, Regional B.A.S.I.C. Coordinator, Melanie O'Dowd TA at odowdml@ridgeview.com

5. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
 6. The CDS will obtain parental permission as necessary to the delivery of services to students.
 7. The agency will provide the CDS with adequate supplies for the conduct of all Project B.A.S.I.C. services.
 8. There exists the possibility of confusion of Project B.A.S.I.C. services with school services because of their location on campus. Therefore, all communications by Ridgeview, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a program of Ridgeview.
 9. All news releases about operations of Project B.A.S.I.C. at Caryville Elementary will be submitted to the Principal for review of accuracy prior to publication.
 10. The Director of Children and Youth Services at Ridgeview, and the Regional Coordinator for Project B.A.S.I.C. shall monitor the program at Caryville Elementary to assure effective, professional operations and shall be available to Caryville Elementary to resolve any related conflicts.
- E. This agreement shall be in effect upon signature of the responsible agents of Ridgeview Behavioral Health Services and Campbell County Public Schools or until cancellation. Either party may cancel the agreement after transmission of a written declaration of intent to the other at least 30 days prior to the effective date of cancellation.



CEO of Ridgeview Behavioral Health Services Signature

7/7/20

Date

Director of Campbell County Public Schools Signature

Date

Caryville Elementary Principal Signature

Date

MEMORANDUM OF UNDERSTANDING
Between
Ridgeview Behavioral Health Services
And
Campbell County Public Schools

This is a Memorandum of Understanding between Ridgeview Behavioral Health Services (Ridgeview) and Campbell County Public Schools for the purpose of establishing behavioral health services provided in the school settings of LaFollette Elementary, LaFollette Middle, East LaFollette Learning Academy, Campbell County High School, Jacksboro Elementary and Jacksboro Middle. The term of this MOU commences July 1, 2026, and extends through June 30, 2027, but is renewable thereafter. In the event that any one or more provisions of this agreement are deemed null, void, or unachievable due to unforeseen events, the parties shall renegotiate or terminate the remaining provisions of this agreement within 30 days of written notice by either party.

- I. Ridgeview Behavioral Health Services agrees to:
 - A. Be accountable for behavioral health services performed by Ridgeview staff.
 - B. Follow and monitor all policies and procedures of Campbell County Schools
 - C. Provide supervision of Behavioral Health Providers and documentation of liability insurance for said providers as well as background checks for school-based providers.
 - D. Provide direct counseling services through Licensed Mental Health Professionals or Master's Level Providers supervised by Licensed Providers during selected school days and hours to students, and refer students for necessary services not available on-site.
 - E. Provide consultation services via telephone for school personnel for emergencies occurring during school hours for Ridgeview's caseload.
 - F. Provide Behavioral Health Providers according to the school calendar at Campbell County Schools
 - G. May provide counseling services on school grounds during summer school, if applicable. Services provided to be determined prior to time of implementation and agreed upon by both parties.
 - H. Ridgeview will handle all billing arrangements and will bill insurance where available. If insurance is not available, Behavioral Health Safety Net or a sliding fee schedule will be offered.
 - I. Provide feed-back to Campbell County Schools staff members on students referred as to the status of the referral situation (i.e., parents refused, unable to contact parents for permission, or case opened) so that Campbell County Schools counselors may follow-up on cases not opened by Ridgeview. When releases of information are obtained, the school-based therapist

may provide feedback and suggestions for intervention to teachers and other appropriate staff to assist in client's progress.

- J. Provide supplies and materials needed for counseling services.
 - K. Clinicians will participate in monthly mental health team meetings within the school system, if applicable.
 - L. Ridgeview will offer trauma-informed training to school staff on mental health issues as available.
 - M. Ridgeview will work in conjunction with the school to collect outcome data based on behavioral health services provided during the school year. All reports derived from this data collection will be void of any identifiable student information and focus on summaries of the program as a whole.
 - N. Ridgeview will offer telehealth services to the extent possible as allowed by licensing (i.e., during school closures).
- II. Campbell County Public Schools agrees to:
- A. Follow all policies and procedures of Ridgeview pertaining to confidentiality.
 - B. Respect the boundaries set by Ridgeview for the adherence of requiring that parental permission be obtained before a student can receive services from Ridgeview staff.
 - C. Handle all mental health emergencies, including those clients of Ridgeview, in the same manner noted for all students enrolled in Campbell County Schools when Ridgeview staff is not on site. Ridgeview staff may be consulted via telephone if Ridgeview counselor is available.
 - D. Provide confidential space, utilities, maintenance, housekeeping, security, and safe access as available. Strive to obtain the most confidential and consistent space available for counseling.
 - E. Provide access to students during instructional time according to mutually developed procedures.
 - F. Participate in requested quality assessment activities including making student data available to Ridgeview to report outcomes.
 - G. Provide referral base from school counselors, psychologists, school nurses, school resource officers, and Family Resource Center staff members as appropriate. Assist with the information acquisition on referred students (i.e., insurance information).

- H. Allow Ridgeview therapist to see Campbell County Schools students who are Ridgeview clients on site even if not referred by Campbell County Schools
 - I. Provide administrative supervision of behavioral health staff while practicing on school grounds and provide feedback on Ridgeview employee's performance evaluation.
 - J. Campbell County Public Schools agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of the other entity (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.
- III. Campbell County Public Schools agrees **NOT** to:
- A. Refer child abuse or neglect incidents to the Ridgeview staff in lieu of reporting to the Department of Children's Services.
 - B. Refer students who are not on the Ridgeview caseload for crisis counseling or referral in an emergency situation.
 - C. Fail to follow-up on students who are referred for services through Ridgeview but are not initiated as a part of the counselor's caseload due to various reasons including failure to obtain parental consent, refusal by parent or student for services, or student is placed on a waiting list for services.

In the event concerns about the school staff or school operations are raised by a Ridgeview staff member, or come to the attention of a Ridgeview staff member, the staff member and/or his/her immediate supervisor will immediately notify the behavioral health liaison. If together they are unable to resolve concerns, they will jointly meet with the Campbell County Schools administrators/supervisors before taking additional steps within their respective institutions.

In the event concerns about a Ridgeview staff member are raised by a school staff member, the behavioral health liaison will be notified immediately and notify the Ridgeview supervisor. If together they are unable to resolve concerns, they will jointly meet with the Campbell County Schools administrators/supervisors before taking additional steps within their respective institutions.

The signatures below represent agreement of both parties with the understanding outlined in this document.

 Charlotte McCoy Date
 Campbell County Director of Schools

 Brian Buuck, LCSW Date
 CEO Ridgeview Behavioral Health Services

 Campbell County Board Chairman Date

**Campbell County
Board of Education**

**Agreement for Special Education Services
2026-27 School Year**

This Agreement for Special Education Services ("Agreement") made this 1 day of July, 2026 by and between the **Campbell County ("BOARD OF EDUCATION")** with its principal office at **172 Valley St., Jacksboro, TN 37757** and the State of Tennessee, Department of Education ("the State") for special education services at the State Special Schools ("**SSS**").

WITNESSETH

WHEREAS, T.C.A. § 49-10-107 authorizes local education agencies to contract with one another for the provision of special education and related services to students with disabilities.

WHEREAS, **BOARD OF EDUCATION** in order to provide a free appropriate public education, finds it necessary to acquire the services of another agency.

WHEREAS, the **SSS**, including the Tennessee School for the Blind and the Tennessee Schools for the Deaf, are agencies having the appropriate programs, capacity, and competence to provide special education services for students who reside within the geographical region of the **BOARD OF EDUCATION** and attend the **SSS**.

NOW, THEREFORE, **BOARD OF EDUCATION** and the **SSS** for the consideration hereinafter named, agree as follows:

1. This Agreement is contingent on the following:
 - a. Each student covered by this Agreement meets the eligibility criteria of Chapter 0520-04-03 of the Tennessee State Board of Education Rules and the admissions criteria of the appropriate **SSS** Policy 6.2030; and
 - b. Each student covered by this Agreement has been evaluated and referred for placement at a **SSS** by his or her Individualized Education Program (IEP) team, that includes a representative from the **SSS**, upon the IEP team's determination that the **SSS** will provide the student a free appropriate public education in the student's least restrictive environment.
2. The **BOARD OF EDUCATION** shall maintain the ultimate responsibility to provide each student with a free appropriate public education in their least restrictive environment and shall maintain the responsibility for complying with all relevant federal and state special education laws, unless otherwise noted herein.
3. **SSS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an IEP which will be specifically designed to meet the unique needs of the student enrolled with provision for all support materials and services necessary for their education. The IEP shall not be changed or terminated without an IEP team meeting

composed of representatives of **BOARD OF EDUCATION** and **SSS** which results in agreement regarding change or termination of the program unless the **SSS, BOARD OF EDUCATION**, and parents agree to amend or modify the IEP in writing instead of convening an IEP team meeting per 34 C.F.R. § 300.324(a).

1. **BOARD OF EDUCATION** is responsible for:
 - a. Providing **SSS** with copies of each student's educational records within 5 business days of the student's enrollment at **SSS**;
 - b. Ensuring extended school year (ESY) services, separately from Summer Learning, if specified in the student's IEP;
 - c. Providing homebound services in consultation with **SSS**;
 - d. Providing transportation to residential and non-residential students, who reside within 90 minutes of the campus, between the student's home, or other location designated in the student's IEP, and the SSS campus;
 - e. Providing a one to one (1:1) aide, if required in the student's IEP, during transportation;
 - f. Providing families the option of transporting residential students to a designated bus stop where a **SSS** charter bus will pick up students and transport to campus;
 - g. Providing a gifted education teacher to consult with **SSS** staff in the event a student is identified as gifted;
 - h. Filing a truancy petition with the appropriate authorities in the county where the student permanently resides (if applicable);
 - i. Providing transportation for Summer Learning Camps, STREAM Mini Camps, and/or Learning Loss Bridge Camps, as required by T.C.A. § 49-6-1503, to residential and non-residential students, who reside within 90 minutes of the campus, between the student's home, or other location designated in the student's IEP, and the SSS campus, OR
 - i. Ensuring the student is provided extended school year (ESY) services, separately from Summer Learning, if specified in the student's IEP.
2. **SSS** is responsible for:
 - a. Providing transportation to residential students, who do not reside within 90 minutes of the campus, between the student's home or other location designated in the student's IEP and the **SSS** campus.
 - b. Providing a residential program for students who meet the criteria of **SSS** Residential Policy 3.7000;
 - c. Providing access to student's educational records in TN PULSE to **BOARD OF EDUCATION** for each student attending a **SSS**;
 - d. Providing special education and related services in accordance with the student's IEP, other than those listed in Section 4 above;
 - e. Hiring or identifying a SSS employee to serve as a one to one (1:1) aide if specified in the student's IEP with the exception of an aide during transportation as noted in Section 4 above.
 - i. One to one (1:1) aide will receive pay and benefits per the **SSS** pay scale and be paid by **SSS**;

1. **SSS** and **BOARD OF EDUCATION** shall collaborate to adopt procedures for implementation of a progressive truancy intervention plan.
2. **SSS** are entities of the State of Tennessee. Any and all monetary claims against the State of Tennessee, its officers, employees, and agents in their official capacities shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
3. Nothing in this Agreement shall relieve the **BOARD OF EDUCATION** of their obligation to ensure students served at **SSS** are provided a free appropriate public education in accordance with state and federal special education law.
4. The term of this Agreement is from **July 1, 2026** to **June 30, 2027**. The Parties may, upon mutual agreement, terminate this Agreement at any time.

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

BOARD OF EDUCATION:

Charlotte McBoy
Name, Director of Schools

State Special Schools:

Joshua Mason

Digitally signed by
Joshua Mason

Date: 2026.06.26 16:09:07 -05'00'

Name, Executive Director of State Special Schools

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette Reynolds, Commissioner of the Tennessee Department of Education

STATE OF TENNESSEE
CAMPBELL COUNTY
Fiscal Year 2026-2027

This contract entered into this the _____ day _____ of, 2026, between the Campbell County Board of Education and Bus Owner/Operator, _____ Social Security/EIN# _____ who agrees to provide bus service over Route Number _____ with bus VIN number _____ described in Campbell County Bus Routes for the 2026-2027 school year. The term of the 2026-2027 school year is planned to include 180 days of bus service with such 180 days to serve as the baseline for calculation of the daily rate associated with the annual contract amount denoted in Section 3 below with such calculated daily rate to become the value to be assigned to any missed days for pay reduction purposes. Although the contract period is contemplated to include the full 180 day school term, the Bus Owner/Operator will suffer no reduction in pay for those days when school is officially closed/cancelled by order of the Director/Superintendent of Schools.

It is mutually 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 2026-2027 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 33 buses shall be used for alternate purposes as the Director of Schools deems necessary.
4. The Board of Education shall pay an annual contract amount of \$ _____ comprised of a daily mileage rate of \$1.88 per mile, a daily seat capacity rate of \$23.50 per seat, and a fixed dollar contract supplement amount. The initial round trip daily mileage component of this bus route is contemplated to amount to _____ miles per day and the initial seat capacity component of this bus route is contemplated to amount to _____ seats per day. The Board of Education reserves the right to review the composition of this bus route at any time during the term of this contract and to make any adjustments to the number of miles and/or the seat capacity comprising this bus route. Any such adjustments to the number of miles and/or the seat capacity implemented by the Board of Education shall result in an adjusted annual contract amount as of the date such changes are implemented by the Board of Education. The Bus Owners/Operators expressly acknowledge and agree that the Board of Education has the authority to review and adjust the mileage component and seat capacity component of this bus route at any time during the term of this contract with the knowledge that any changes implemented by the Board of Education as to the number of miles to be driven or the seat capacity needed shall result in an adjusted annual contract amount as of the date such changes are implemented by the Board of Education. The annual contract amount, subject to adjustment for any changes implemented by the Board of Education to the mileage or seat capacity components of the contract during the term of this contract, will be allocated over 23 equal payments to the Operator, for providing student transportation services for the 2026-2027 school year, including but not limited to, operation and maintenance of the bus or buses to be used to provide such service and the management of any bus drivers used to provide such service. The annual contract amount, subject to adjustment for any changes implemented by the Board of Education to the mileage or seat capacity components of the contract during the term of this contract, will be divided by 180 days to establish the daily rate for any reduction in pay for missed or penalized days. Specifically, it is the intent of the Board of Education for busing services to be provided at the beginning of the school day and at the end of the school day, and should a Bus Owner/Operator only perform one (1) of these two (2) daily busing services, the Bus

Owner/Operator will be penalized one-half of the established daily rate for failure to perform both daily transportation services. Bus Owner/Operators are allocated up to three (3) non-service days per bus, per year, which can be further divided into half-days, to cover a failure to provide bus service without a pay reduction by utilizing the three (3) non-service days. The Board of Education during the term of this contract may at its discretion pay an adjustment for fuel, depending on price per gallon of fuel.

5. It is the express purpose and intent of the Board of Education that a video camera system be operated on a continuous basis while transportation services are being performed. Accordingly at the beginning of the 2026-2027 school year, the Board of Education shall inspect and test the video cameras utilized on each bus and shall make any necessary repairs and/or replacement of the video cameras determined to be inoperable. If not operational, the Bus Owner/Operator shall immediately contact the Board of Education and advise the Transportation Supervisor as to the inoperable condition of the video camera system. At any time during the term of this contract the Board of Education's designee may also make an inspection of the video camera system, without notice, and if such video camera system is found to be inoperable, the Bus Owner/Operator may be penalized by a pay reduction equivalent to a missed day of service for failure to report the inoperable condition of the video camera system. During the term of this contract inoperable cameras will be repaired and/or replaced by the Board of Education in as timely a manner as possible.
6. Tennessee Code Annotated section 29-27-107(h)(2) requires the contract or agreement between the Board and the Operator to provide sufficient limits for tort responsibility exposures related to performing or providing school-related transportation services to the Board by the Owners and Operators. For purposes of this agreement, parties agree that the coverage provided by the Tennessee Risk Management Trust (TNRMT) satisfies all requirements for sufficient limits for tort liability exposures. In addition, the parties acknowledge that any certificate of coverage issued by TNRMT evidencing the coverage provided by TNRMT satisfies the requirement of 'certificate of insurance' from the owners and operators that has the local Board of Education listed as an additional insured.
7. 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.
8. Bus routes are not 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.
9. 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.

10. 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.

Bus Owner/Operator

Transportation Supervisor

Director of Schools

Board of Education Chair

Pursuant to County Financial Management Act of 1981 as codified in Tennessee Code Annotated Section 5-21-101, et seq. and specifically 5-21-118 (b)(1) and 119 (b)(5), the Finance Director authority to sign and bind the award of county contracts. The Finance Director's signature line acknowledges the Finance Director's authority as set out in the County Financial Management Act of 1981 in state law. The Finance Director's signature does not authorize the Finance Director to negotiate contracts with the Campbell County Bus Owners or in any way extend his authority beyond that set out in the County Financial Management Act or state law.

Director of Finance

Date