

**Contract Committee Meeting**  
**May 17, 2021 4:30 PM**  
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence - Mrs. Teresa Boston
3. Approval of Meeting Minutes
4. District Solutions Bus Advertising Agreement
5. SRO-Cumberland County Sheriff's Department Agreement
6. SRO-City of Crossville Police Department Agreement
7. Stellar Therapy Services/School District
8. Other Discussion
9. Adjournment

**Contract Committee Meeting  
February 17, 2021  
Central Services Board Room**

The Contract Committee met on Tuesday, February 17, 2021, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 5:00 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

**PRESENT:**

Mrs. Teresa Boston, District 8  
Mrs. Rebecca Hamby, District 7  
Mr. Chris King, District 6  
Dr. Ina Maxwell, Director of Schools  
Mrs. Marlene Holton, SPED Supervisor

Mr. Jim Inman, District 1  
Mr. Robert Safdie, District 2  
Mrs. Stace Karge, District 9  
Mrs. Stephanie Barnes, CAO

**ABSENT:**

1. **Call to Order** – Mrs. Teresa Boston
2. **Moment of Silence/Pledge of Allegiance** – Mrs. Teresa Boston
3. **Approval of minutes** – Hamby made a motion to approve the minutes.

**VOICE VOTE:** Hamby (mover-yes)  
Safdie (seconder-yes)  
All Ayes

**MOTION:** Carried Unanimously

**4. Sidekick Therapy Partners Contractual Agreement**

Boston introduced the contract. Boston stated, “We went back and did some work on this one and I think it meets Mrs. Holton’s approval. It meets Earl’s (Patton) approval so I will entertain a motion to approve. Hamby made a motion to approve.

**VOICE VOTE:** Hamby (mover-yes)  
Safdie (seconder-yes)

**VOICE VOTE: All Ayes**

**MOTION:** Carried Unanimously

**5. Other Discussion**

**6. Adjournment –**

**VOICE VOTE:** Hamby (mover-yes)  
Safdie (seconder-yes)

**VOICE VOTE: All Ayes**

**MOTION: Carried Unanimously**

**(The meeting was adjourned at the approximate hour of 4:50)**

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**Dr. Ina Maxwell**  
**Director of Schools**

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**Mrs. Teresa Boston**  
**Chairman of the Contract Committee**

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**Jane Franklin**  
**Executive Assistant for the Director of Schools and BOE**

## Advertising Agreement

Cumberland County School District ("Cumberland") agrees to partner solely with District Solutions LLC ("DS") to carry out the proposed School Bus Advertising Program ("Program") (copy attached) for the remainder of the 2021-22 school year.

The parties agree as follows:

1. Cumberland shall permit DS to place advertisements on their school buses via signage (specifications provided in Program).
2. All advertising message copy / content are subject to the final approval of Cumberland's Director of Schools (or designee) and Transportation Supervisor (coordinated by DS).
  - a. District Solutions will email [Maxwell@ccschools.k12tn.net](mailto:Maxwell@ccschools.k12tn.net) and [kharris2@ccschools.k12tn.net](mailto:kharris2@ccschools.k12tn.net) before signing any new sponsor in Cumberland County for final approval. Artwork to be included.
  - b. District Solutions will specifically target local Cumberland County based businesses first and foremost to participate in the program before contacting any businesses located outside the county.
3. A maximum of two advertisements measuring a maximum of 36" by 90" will be allowed on each school bus. One on the rear passenger side and one on driver side of bus. The size of commercial advertising per quarter panel shall not exceed thirty-six (36") inches in height and ninety (90") inches in length, including any border or framing. The commercial advertising shall consist of lettering on a color background. Commercial advertising shall not cover any structural or sheet metal damage or alteration.
4. Advertising shall be limited to that approved by the Tennessee Legislature for the exterior of school buses as follows:

No commercial advertising of tobacco or alcohol products shall be permitted. Political campaign advertising shall be expressly prohibited.

No commercial advertising of food items that pursuant to T.C.A. 49-6-2307 cannot be sold or offered for sale to pupils in grade pre-kindergarten through 8 through vending machines.

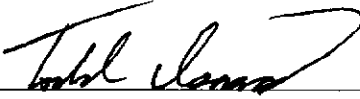
5. All revenue generated by DS will be split: 55% to Cumberland, 45% to DS.

6. Checks will be mailed monthly after payment from DS's client has been received. Payment from client to DS shall be a condition precedent for any payment obligation from DS to Cumberland. Checks will be mailed to: Cumberland County Schools – 368 4<sup>th</sup> Street, Crossville, TN, 38555.

7. If any damage occurs to the bus signs, due to (i.e., weather, vandalism, etc.) DS will assume all responsibility to replace the sign.

8. DS shall not be liable for injuries or damage to third persons unless they arise solely as a direct result of injury or damage from the signage structures upon which the advertisements are placed.

\_\_\_\_\_  
Cumberland Schools Signature and Date

 4-9-21  
\_\_\_\_\_  
District Solutions LLC Signature and date

AGREEMENT BETWEEN  
THE CUMBERLAND COUNTY BOARD OF EDUCATION  
AND  
CUMBERLAND COUNTY SHERIFF'S DEPARTMENT  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CUMBERLAND COUNTY BOARD OF EDUCATION , Cumberland County, Tennessee, (hereinafter referred to as the "School Board"); and THE CUMBERLAND COUNTY SHERIFF'S DEPARTMENT (hereinafter referred to as the "SHERIFF").

**RECITALS**

1. A School Resource Officer Program has been proposed for the public school system of Cumberland County, Tennessee, as hereinafter described.
2. The School Board and the SHERIFF recognize the potential benefits of the School Resource Officer Program to the citizens of Cumberland County, Tennessee, to the County itself, and to the students of Cumberland County.
3. The School Board and the SHERIFF agree that the origination, implementation, and continued maintenance of a School Resource Officer Program should be a part of the overall educational program.
4. Because of the wide range of matters which can be accomplished by such program, the parties will have to fully cooperate and assist each other in this program.
5. Objectives of the Program Include:
  - a) To protect the life of the students and faculty in and on school property;
  - b) To decrease criminal offense committed against persons and property in the schools;
  - c) To help students learn more about the law and the Criminal Justice system;
  - d) To familiarize students with law enforcement personnel and their objectives;
  - e) To work with school personnel to develop a closer contact, communication and respect of the students;
  - f) To develop partnerships with the schools and the school communities;

**NOW, THEREFORE**, in consideration of the recitals, mutual promises and covenants herein contained, the School Board and the SHERIFF hereby agree as follows:

- I. **ESTABLISHMENT OF THE PROGRAM AND TERM.** A School Resource Officer Program (hereinafter the "Program") is hereby established in the public school system of Cumberland County, Tennessee, for a period beginning \_\_\_\_\_, and

continuing through the remaining academic/fiscal year \_\_\_\_\_.

Thereafter, the Program shall automatically renew annually for the ensuing academic/fiscal year, unless either of the parties decide to terminate same by notifying the other before the opening day of school of the ensuing year.

The SHERIFF shall work with the School Administration in implementing the Program as well as making adjustments and changes throughout the year.

II. **RIGHTS AND DUTIES OF THE SHERIFF.** The SHERIFF shall provide School Resource Officers (hereinafter referred to as “SRO or SROs”) as follows:

A. The Sheriff shall assign one regularly employed Officer to each of the following school(s): Brown Elementary, South Elementary, Pine View Elementary, Crab Orchard, North Elementary, Pleasant Hill Elementary, Stone Elementary, Homestead Elementary.

B. Roles, responsibilities, regular duty hours, dress code, and job description shall be determined by the Sheriff and clearly defined in the Cumberland County Sheriff’s Office School Resource Officer (SRO) Standard Operating Procedures. It is specifically acknowledged that SRO shall perform an institutional service or function for which the school or district would otherwise use employees (e.g., to ensure school safety)

C. Should any community conflict develop during school hours while the SRO is on the campus, the Sheriff or his agent may Order the SRO from his campus post to address such conflict.

D. The SRO shall always be identifiable as a law enforcement officer and shall carry the weapons assigned while on school campus.

E. The SRO may act as an instructor for specialized, short term programs when invited to do so by the Principal. Courses shall be determined by the Sheriff and the Principal or their designee.

F. The SRO shall coordinate all of his/her activities with the Principal or his designee and will seek permission, advice, and Guidance prior to enacting any program within the school.

G. When requested by the Principal, or his designee, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

H. The SRO shall make himself/herself available for conference with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.

I. The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource

person to the students, faculty, and staff of the school. The SRO shall notify the Principal of the referrals.

J. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations.

K. Should it become necessary to conduct formal searches or police interviews with the students, the SRO shall adhere to the policies of the Cumberland County Board of Education, the Cumberland County Sheriff's Department, and all laws of the State of Tennessee and the United States.

L. The SRO shall take law enforcement action as required and as soon as practical. The SRO shall make the Principal of the school aware of such action.

M. The SRO shall take appropriate action against intruders and unwanted guests who may appear at the school and related school functions.

N. SROs may be requested by School Principals to serve in a security capacity during sporting events for an hourly rate to be agreed upon between the school and the individual SRO. SROs acting in this capacity shall act as independent contractors in performing such work, consistent with the other provisions of this MOU, and shall be issued an IRS Form 1099 relating to such payments.

O. The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment, and whenever possible, participate in and/or attend school functions.

P. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit to the Sheriff or his designee a regular update of his/her activities.

Q. The SRO may not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the Principal believes an incident is a violation of the law, the Principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.

R. School Resource officers are not to be assigned to lunchroom duties, hall monitors or other monitoring duties. The SRO will interact with students daily, be visible, and randomly monitor lunchrooms, class changes and other gathering areas of the school.

S. The SRO shall notify the principal or designee of the school before removing a student from school for any reason.

T. The SRO shall maintain a working knowledge of potential individuals of concern in proximity to the SRO's assigned school, whether juvenile or adult, including habitual

offenders, parolees, sex offenders and others deemed appropriate by the SRO supervisor.

U. When school personnel discover weapons, drugs, alcohol or other illegal contraband on campus the officer shall be notified as soon as possible. If no criminal charges are to be filed or administrative action taken, the SRO shall confiscate the contraband according to Cumberland County Sheriff's Department policy.

V. The SRO may be assigned investigations relating to runaways, thefts, or any crime, provided such investigations relate to the students attending the school to which the SRO is assigned.

W. If the SRO has to leave school for any reason, he or she must advise the Principal or Principal's designee that he/she is leaving, the reason for his/her leaving and when he/she will return. The SRO must also notify his direct supervisor at the Sheriff's Department that he is not on the grounds.

X. **SRO ACCESS TO STUDENT RECORDS:** SRO shall be under the direct control of the Principal of his or her school with respect to the use and maintenance of the education records of students and must have written consent from said Principal to access same. Should SRO access student records or re-disclose Personally Identifiable Information (PII) without the written consent of the Principal, SHERIFF shall indemnify and hold Board harmless from any and all claims which result from such unauthorized access or re-disclosure. For further instructions concerning SRO access to Student Records, specific reference is made to the U.S. Department of Education's Privacy Technical Assistance Center (PTAC) Publication on School Resource Officers, School Law Enforcement Units and the Family Educations Rights and Privacy Act (FERPA), published February, 2019, attached hereto and made a part of this agreement.

Y. The SRO shall follow the laws of the United States and Tennessee and the Policies of the Sheriff's Department and the Board of Education.

III. **RIGHTS AND DUTIES OF BOARD.** Board shall provide to the full time SRO of each school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to an air-conditioned and properly lighted office which shall contain a telephone which may be used for general business purposes.
- B. A location for files and records which can be properly locked and secured.
- C. A desk with drawers, a chair, work table, filing cabinet and office supplies.
- D. Access to a computer with word processing and spreadsheet software installed on it.
- E. Access to the School camera system

- IV. **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM.** The SRO shall remain on the payroll of the SHERIFF and shall not be paid by the School Board, with the sole exception being such work identified above in paragraph II (O). The funding for each SRO included in this Agreement comes from the budget of the Sheriff's Department.
- V. **EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER.** The School Resource Officer shall remain an employee of the SHERIFF and shall not be an employee of the School Board. The SHERIFF shall maintain liability insurance and workman's compensation insurance for the SRO. The School Board and the SHERIFF acknowledge that the SRO shall remain responsive to the chain of command of the SHERIFF. The SHERIFF shall indemnify and hold School Board Harmless from liability relating to the SRO's actions or inactions in his or her role as a law enforcement officer.
- VI. **APPOINTMENT OF THE SCHOOL RESOURCE OFFICER.** The Sheriff, or his designee, shall assign officers who are qualified to be an SRO. An interview board composed by the Sheriff will confer and make the school appointment. SRO applicant(s) must meet the following requirements:
- A. The applicant must volunteer for the position of School Resource Officer.
  - B. The SRO applicant shall be a Tennessee P.O.S.T. certified law enforcement officer and have a minimum of two (2) years of experience with the SHERIFF.
  - C. The SRO shall receive 40 hours of specialized training provided by the Department of Justice, The National Association of School Resource Officers, or other appropriate and recognized entities.
  - D. After initial training SROs should attend 16 hours per year of training specific to their SRO duties provided by the SHERIFF.
  - E. Among additional criteria for consideration, the School Resource Officer should have job knowledge, experience, training, education, with good appearance, attitude, and communication skills.
- VII. **DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT:**
- A. In the event the Principal of the school feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Director of Schools that the particular SRO assignment be reviewed. The Principal shall submit the reasons for requesting the review in writing to the SHERIFF and the Director of Schools. If either the Sheriff or the Director of Schools desires, they may meet with the SRO to mediate or resolve any problems which may exist. This shall be done within five working days from the time the request for review was submitted. At such meeting, specified members

of the school staff to which the SRO is assigned may be required to be present. If the situation cannot be resolved within the five working days after the above mentioned meeting, then the SRO shall be removed from the program and a replacement shall be obtained.

B. In the event of the resignation, dismissal or reassignment of a SRO, the Sheriff shall provide a temporary replacement for the SRO within a reasonable amount of time agreed upon by the SHERIFF and the Director of Schools, after notice of such absence, dismissal, resignation, or reassignment. As soon as practical, the Sheriff shall make a permanent replacement for the SRO position.

VIII. **TERMINATION OF AGREEMENT:** Provided this Agreement is annually renewed in accordance with Paragraph No. 1 above, this Agreement may be terminated by either party upon 30 days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 30 days written notice.

IX. **NOTICES:** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Director of Schools  
Cumberland County Board of Education  
368 4<sup>th</sup> Street  
Crossville, Tennessee 38555

Sheriff's Office  
90 Justice Center Drive  
Crossville, TN 38555

X. **GOOD FAITH:** The School Board, the Sheriff's Office and their respective representatives, agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Chair of the Board, the Director of Schools, the Sheriff or his respective designees

XI. **REPORTS** Any reports created will be shared between the parties in normal business-like manner upon the request of either party, subject to all applicable laws including the Federal Educational Rights and Privacy Act (FERPA).

XII. **GENERAL PROVISIONS**

A. The parties intend for this various provisions of this Agreement to be severable so that

the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

- B. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity to do so;
- C. This Agreement shall be governed and interpreted in accordance with the laws of the state of Tennessee.
- D. This Agreement represents the entire agreement of the parties and supercedes any verbal or written representations of, to or by the parties to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Ina Maxwell  
Director of Schools  
Cumberland County Board of Education

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Casey Cox  
Cumberland County Sheriff

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Jim Inman  
Chairperson  
Cumberland County Board of Education

AGREEMENT BETWEEN  
THE CUMBERLAND COUNTY BOARD OF EDUCATION  
AND  
CROSSVILLE POLICE DEPARTMENT  
FOR  
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CUMBERLAND COUNTY BOARD OF EDUCATION , Cumberland County, Tennessee, (hereinafter referred to as the “School Board”); and THE CROSSVILLE CITY POLICE DEPARTMENT (hereinafter referred to as the “CITY”).

**RECITALS**

1. A School Resource Officer Program has been proposed for the public school system of Cumberland County, Tennessee, as hereinafter described.
2. The School Board and the CITY recognize the potential benefits of the School Resource Officer Program to the citizens of Cumberland County, Tennessee, to the County itself, and to the students of Cumberland County.
3. The School Board and the CITY agree that the origination, implementation, and continued maintenance of a School Resource Officer Program should be a part of the overall educational program.
4. Because of the wide range of matters which can be accomplished by such program, the parties will have to fully cooperate and assist each other in this program.
5. Objectives of the Program Include:
  - a) To protect the life of the students and faculty in and on school property;
  - b) To decrease criminal offense committed against persons and property in the schools;
  - c) To help students learn more about the law and the Criminal Justice system;
  - d) To familiarize students with law enforcement personnel and their objectives;
  - e) To work with school personnel to develop a closer contact, communication and respect of the students;
  - f) To develop partnerships with the schools and the school communities;

**NOW, THEREFORE**, in consideration of the recitals, mutual promises and covenants herein contained, the School Board and the CITY hereby agree as follows:

- I. **ESTABLISHMENT OF THE PROGRAM AND TERM.** A School Resource Officer Program (hereinafter the “Program”) is hereby established in the public school system of Cumberland County, Tennessee, for a period beginning \_\_\_\_\_, and

continuing through the remaining academic/fiscal year \_\_\_\_\_.

Thereafter, the Program shall automatically renew annually for the ensuing academic/fiscal year, unless either of the parties decide to terminate same by notifying the other before the opening day of school of the ensuing year.

The CITY shall work with the School Administration in implementing the Program as well as making adjustments and changes throughout the year.

**II. RIGHTS AND DUTIES OF THE CITY.** The CITY shall provide School

Resource Officers (hereinafter referred to as “SRO or SROs”) as follows:

A. The CITY shall assign one regularly employed Officer to each of the following school(s): Martin Elementary, Cumberland County High School, Stone Memorial High School, and Phoenix High School.

B. Roles, responsibilities, regular duty hours, dress code, and job description shall be determined by the CITY and clearly defined in the Crossville City Police Office School Resource Officer (SRO) Standard Operating Procedures. It is specifically acknowledged that SRO shall perform an institutional service or function for which the school or district would otherwise use employees (e.g., to ensure school safety)

C. Should any community conflict develop during school hours while the SRO is on the campus, the City or his agent may Order the SRO from his campus post to address such conflict.

D. The SRO shall always be identifiable as a law enforcement officer and shall carry the weapons assigned while on school campus.

E. The SRO may act as an instructor for specialized, short term programs when invited to do so by the Principal. Courses shall be determined by the City and the Principal or their designee.

F. The SRO shall coordinate all of his/her activities with the Principal or his designee and will seek permission, advice, and Guidance prior to enacting any program within the school.

G. When requested by the Principal, or his designee, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

H. The SRO shall make himself/herself available for conference with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.

I. The SRO shall be familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource

person to the students, faculty, and staff of the school. The SRO shall notify the Principal of the referrals.

J. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations.

K. Should it become necessary to conduct formal searches or police interviews with the students, the SRO shall adhere to the policies of the Cumberland County Board of Education, the Crossville City Police Department, and all laws of the State of Tennessee and the United States.

L. The SRO shall take law enforcement action as required and as soon as practical. The SRO shall make the Principal of the school aware of such action.

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Y. The SRO shall follow the laws of the United States and Tennessee and the Policies of the POLICE Department and the Board of Education.

III. **RIGHTS AND DUTIES OF BOARD.** Board shall provide to the full time SRO of each school the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

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- V. **EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER.** The School Resource Officer shall remain an employee of the CITY and shall not be an employee of the School Board. The CITY shall maintain liability insurance and workman's compensation insurance for the SRO. The School Board and the CITY acknowledge that the SRO shall remain responsive to the chain of command of the CITY. The CITY shall indemnify and hold School Board Harmless from liability relating to the SRO's actions or inactions in his or her role as a law enforcement officer.
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- A. The applicant must volunteer for the position of School Resource Officer.
  - B. The SRO applicant shall be a Tennessee P.O.S.T. certified law enforcement officer and have a minimum of two (2) years of experience with the CITY.
  - C. The SRO shall receive 40 hours of specialized training provided by the Department of Justice, The National Association of School Resource Officers, or other appropriate and recognized entities.
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  - E. Among additional criteria for consideration, the School Resource Officer should have job knowledge, experience, training, education, with good appearance, attitude, and communication skills.
- VII. **DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT:**
- A. In the event the Principal of the school feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Director of Schools that the particular SRO assignment be reviewed. The Principal shall submit the reasons for requesting the review in writing to the CITY and the Director of Schools. If either the CITY or the Director of Schools desires, they may meet with the SRO to mediate or resolve any problems which may exist. This shall be done within five working days from the time the request for review was submitted. At such meeting, specified members

of the school staff to which the SRO is assigned may be required to be present. If the situation cannot be resolved within the five working days after the above mentioned meeting, then the SRO shall be removed from the program and a replacement shall be obtained.

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VIII. **TERMINATION OF AGREEMENT:** Provided this Agreement is annually renewed in accordance with Paragraph No. 1 above, this Agreement may be terminated by either party upon 30 days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 30 days written notice.

IX. **NOTICES:** Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Director of Schools  
Cumberland County Board of Education  
368 4<sup>th</sup> Street  
Crossville, Tennessee 38555

Chief of Police  
115 Henry Street  
Crossville, TN 38555

X. **GOOD FAITH:** The School Board, the CITY's Office and their respective representatives, agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Chair of the Board, the Director of Schools, the CITY or his respective designees

XI. **REPORTS** Any reports created will be shared between the parties in normal business-like manner upon the request of either party, subject to all applicable laws including the Federal Educational Rights and Privacy Act (FERPA).

XII. **GENERAL PROVISIONS**

A. The parties intend for this various provisions of this Agreement to be severable so that

the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.

- B. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity to do so;
- C. This Agreement shall be governed and interpreted in accordance with the laws of the state of Tennessee.
- D. This Agreement represents the entire agreement of the parties and supercedes any verbal or written representations of, to or by the parties to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Ina Maxwell  
Director of Schools  
Cumberland County Board of Education

\_\_\_\_\_  
Jessie Brooks,  
Chief of Police  
City of Crossville

\_\_\_\_\_  
Jim Inman  
Chairperson  
Cumberland County Board of Education

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ADMINISTRATIVE SERVICES &  
SERVICE CONTRACT AGREEMENT

This Services Agreement (the "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 2021 by and between Cumberland County Schools (hereinafter known as "School District") with its principal office at 368 4<sup>th</sup> Street, Crossville, TN 38555, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

**WITNESSETH**

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large;

WHEREAS, the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees;

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

1. **Term.** The term of this Agreement shall be from July 1, 2021, through June 30, 2022.

2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District ("School District Providers).

- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Assist in obtaining billing numbers for SCHOOL DISTRICT PROVIDERS, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.
- Train SCHOOL DISTRICT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Provide and maintain online documentation system for Speech Therapy services. Provide user trainings and help desk support as needed.
- Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT PROVIDERS having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services

Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to SCHOOL DISTRICT.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers for TennCare Eligible School District Students under the School District's Tax ID and the School District's Medicaid Billing Numbers.

### **3. Clinical Services.**

(a) To the extent that is necessary to facilitate submission of claims for eligible services, Contractor shall provide Clinical Services supervising healthcare services for identified students provided by School District healthcare workers. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor provides Clinical Services at no charge to the School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the *Canons of Professional Ethics* and all applicable rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) All revenue and income resulting from the direct Services of Contractor shall belong to and accrue to the benefit of Contractor.

(d) Contractor shall provide all billing services required for the efficient and effective performance of the Services. To the extent allowable by law and the policies, procedures, and requirements of any third-party payer involved, Contractor shall bill in Contractor's name for the Services.

(e) School District is prohibited from hiring or causing to be hired any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

#### **4. Compensation.**

(a) In consideration for the Administrative Services provided by Contractor, SCHOOL DISTRICT agrees to pay Contractor a Fee for Administrative Services equal to twenty-five percent (25%) of total revenues received in connection with Special Education Therapy services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Providers and billed by Contractor.

(b) In addition to the compensation for the Therapy Services outlined in Section 4(a), SCHOOL DISTRICT agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received for nursing services provided by SCHOOL DISTRICT NURSES.

(c) Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(d) Contractor will provide regular reports to SCHOOL DISTRICT of revenue received by contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by SCHOOL DISTRICT hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

**5. FERPA Compliance.**

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

**6. SCHOOL DISTRICT RESPONSIBILITIES.**

(a) SCHOOL DISTRICT agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. SCHOOL DISTRICT represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. SCHOOL DISTRICT will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. SCHOOL DISTRICT shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data,

complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then SCHOOL DISTRICT shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If SCHOOL DISTRICT fails to comply with its obligations under this Section, SCHOOL DISTRICT agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

8. **Acknowledgments.**

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

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

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

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war,

terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

**10. Tax Liabilities.** All taxes applicable to any amounts paid by SCHOOL DISTRICT to Contractor under this Agreement shall be Contractor's liability and SCHOOL DISTRICT shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by SCHOOL DISTRICT, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, SCHOOL DISTRICT shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

**11. Preservation of Records.** Contractor and SCHOOL DISTRICT agree that they shall cause the healthcare records generated in connection with the services of the SCHOOL DISTRICT Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and SCHOOL DISTRICT shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. **Change Of Circumstances.** In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

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

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

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of School District.

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

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

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

**SCHOOL DISTRICT**

**Stellar Therapy Services, LLC**

\_\_\_\_\_  
Director of Schools

\_\_\_\_\_  
Melissa Christopher, Owner

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PO Box 8114  
Chattanooga, TN 37414

**ATTACHMENT**  
**Authorization and Acknowledgement  
of Compliance of Privacy Laws**

**Whereas**, SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;

**Whereas**, The above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);

**Whereas**, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of SCHOOL DISTRICT and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the SCHOOL DISTRICT and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.
2. STELLAR THERAPY SERVICES, LLC, as authorized representative of SCHOOL DISTRICT for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with SCHOOL DISTRICT.
3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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SCHOOL DISTRICT REPRESENTATIVE

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Date

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Stellar Therapy Services, LLC

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Date