

Contract Committee Meeting
November 3, 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. Elect Chairman
5. *Aviation Contract
6. *Volunteer Behavioral Health Contract MOU
7. Other Discussion
8. Adjournment

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

The Contract Committee met on Tuesday, May 17, 2021, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 4:37 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. Earl Patton, Attorney

Mrs. Marlene Holton, SPED Supervisor
Mrs. Anita Hale, District 4

ABSENT: Mrs. Stace Karge, District 9
Mr. Robert Safdie, District 2

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)
Boston (seconder-yes)
All Ayes

MOTION: Carried Unanimously

4. **District Solutions Bus Advertising Contract**
Hamby made a motion to approve.

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

5. **SRO- CC Sheriff Contract**
6. **SRO-Crossville Police Department Contract**

These two contracts are the same with only changes are the same except for the sheriff or police. Hamby made a motion to approve. Boston asked Patton if he had looked at the meetings and he approved them.

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. Stellar Therapy Services/School District

Hamby made a motion to approve. Boston asked for some clarification. I know they charge 25% and how much money we paid them last year? Holton explained that last year we used Stellar for SOP and SOPA's in the county to bill. We have already approved Sidekick and they will bill Tenn care for themselves. This is only in case we have students at Pine View that need services, and Sidekick will not be able to provide services there, because the numbers are so small. If there are Tenn care students they might bill for them. This will be a small handful of students and we may not even need them.

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

8. Other Discussion

9. Adjournment –

VOICE VOTE: Hamby (mover-yes)
Boston (seconder-yes)

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

(The meeting was adjourned at the approximate hour of 4:42)

Dr. Ina Maxwell
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

Jane Franklin
Executive Assistant for the Director of Schools and BOE

MASTER FLIGHT TRAINING AGREEMENT

THIS MASTER FLIGHT TRAINING AGREEMENT (this “**Agreement**”) is made and entered into this the _____ day of _____ 2021 between Azure Flight Support, LLC (“**Azure**”) a Tennessee limited liability company, with its principal business address at 276 Doug Warpoole Road, Smyrna, TN 37167 and Cumberland County School District (“**CCSD**”) with its principal business address at 368 4th Street, Crossville, TN 38555; collectively the “**Parties**”;

WITNESSETH:

WHEREAS, Azure owns an Pilot Training School based at the Crossville Memorial Airport and;

WHEREAS, Azure desires to provide Pilot Flight Training to high school students of CCSD from time to time; and CCSD under a grant from the Tennessee Department of Education desires to purchase Pilot Flight Training services from Azure from time to time and;

WHEREAS, CCSD will own a Flight Training Simulator (“Red Bird”) that will be based at the Crossville Memorial Airport; and Azure desires to lease the Flight Training Simulator from CCSD when not in use by CCSD students, for the purpose of training other students of Azure;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and undertakings herein contained, the Parties hereto do hereby agree as follows:

ARTICLE 1: AIRCRAFT RENTAL AND TERM

1.1. Rental. As part of providing Pilot Flight Training for students of CCSD, Azure hereby agrees to rent to CCSD, from time to time, and CCSD hereby agrees to lease from Azure, from time to time, any Cessna 172 aircraft based at Crossville and operated by Azure. At the execution of this lease the available aircraft are identified by FAA registration numbers N12613, N73530, and N880CB. During the term of this agreement Azure may add additional aircraft to the fleet or replace current aircraft with aircraft of similar make and model. At all times during the Term of this Agreement any additional or replacement aircraft provided will be equal to or greater in equipment, furnishings, and capability than the aircraft listed in this Section 1.1.

1.2. Term and Rental Periods. The Term of this Agreement (“**Term**”) shall commence on _____ 2021 for a period of 24 months and end on _____, 2023.

1.3 The Parties agree that after the end of the Term of this Agreement as stated in Section 1.2, any unused funds paid to Azure by CCSD can be used in a period of twelve months past the end of the Term for Aircraft Rental and Instruction Services. At the end of the twelve-month period, if there are still any unused funds on deposit with Azure, Azure will issue a refund to CCSD for the full amount with no penalty.

ARTICLE 2: RENTAL AND INSTRUCTION RATES

2.1. Aircraft Rental Payment. CCSD agrees to pay to Azure an hourly rental fee at a rate of One Hundred Fifty and 00/100 US Dollars (US\$150) per flight hour of operation during the term of this agreement. Azure shall send CCSD a monthly statement of flight time on each aircraft used by the 10th of the month following the previous month’s aircraft usage.

2.2. Aircraft Operating Costs: Azure is responsible for all operating costs of the aircraft provided under Section 1.1 and for the rate defined in Section 2.1 including aircraft fuel, aircraft maintenance, aircraft hull and liability insurance, and hangar storage.

2.3. Flight Instruction Services. CCSD agrees to pay Azure for Certified Flight Instructor Services at an hourly rate of Fifty and 00/100 US Dollars (US\$50) for flight and ground instruction. FAA Certified Flight Instructors provided by Azure for Pilot Flight Training under the terms of this agreement will solely be the

employees of Azure. Azure is responsible for providing Workers Compensation Insurance as required by the State of Tennessee. Azure is responsible for all payroll taxes, unemployment taxes, and benefits costs for the Instructors providing instruction services under the terms of this Agreement.

2.4. Calculation of Hours of Operation. For purposes of rental payments, hours of operation for each Rental Period shall be calculated from the aircrafts flight (Hobbs) meter.

2.5. Taxes. The Parties understand and agree that aircraft rental and flight and ground instruction fees are exempt from Tennessee State Sales Tax based on the use of the aircraft for training purposes. Azure is responsible for any property tax that may be levied on the ownership or lease of the aircraft provided for this agreement. Azure is responsible for any State of Federal Income tax from any potential revenue or profit made from the revenue realized from this agreement.

2.6. Procedure to Request Rental of Aircraft and Flight Instructor Services. CCSD shall make requests for rental of the Aircraft to Azure through the use of Azure's online scheduling system. Azure and CCSD will agree on a protocol for who is authorized to schedule aircraft and flight instructors for Pilot Flight Training.

2.7. Availability. CCSD will have first first priority in scheduling one of the provided aircraft and first come first served basis on the other aircraft in the fleet.

2.8. Non-availability or Delay Due to Unanticipated Causes. Azure shall promptly notify CCSD if any Aircraft cannot be available for a Scheduled Rental/ Training Period due to an unanticipated delay, such as weather or mechanical related delays, and in the case of an Instructor health related issues.

ARTICLE 3: OPERATION OF AIRCRAFT BY AZURE

3.1. Operational Control. During the Term of this Agreement, Azure is and shall be the sole operator of the Aircraft and has sole operational control of the Aircraft. During each Rental / Training Period, Azure is responsible for operating the Aircraft in accordance and compliance with all laws, ordinances and regulations relating to the possession, use, operation, or maintenance of the Aircraft, including, but not limited to, the Federal Aviation Regulations ("FARs").

3.2. Selection of Flight Instructor. Azure shall select and hire its own flight instructors whom Azure warrants will be professionally trained and qualified, familiar with and licensed to instruct and operate the Aircraft, and have current medical certificates, and recurrent training if required, as appropriate for the type and class ratings for the instruction being given. Quality of instruction standards must meet or exceed those specified in FAR Part 141.83 and any amendments thereto.

3.3. Care and Use. FAA Certified aircraft, owned and/or operated by Azure will be provided by Azure for flight training. Azure shall use and operate the Aircraft in a careful and proper manner. Azure shall operate the Aircraft in accordance with the flight manual and all manufacturer's suggested operating procedures. Azure shall not operate, use, or maintain the Aircraft in violation of any airworthiness certificate, license, or registration relating to the Aircraft, or contrary to any law or regulation.

3.4. Documentation. Azure shall complete or cause to be completed required flight logs, maintenance logs, or other recording entries required by the FARs during any Rental / Instruction Period.

3.5. Maintenance and Repair. Azure, at its own cost and expense, will promptly repair or replace all parts, appliances, components, instruments, accessories, and furnishings that are installed in or attached to the Aircraft (herein called "Parts") that may from time to time become worn out, damaged beyond repair, or permanently rendered unfit for use for any reason whatsoever during a Rental / Training Period.

3.6. Coordination of Training Program: Azure will coordinate with the CCSD teachers and administrators of classroom and simulator programs in order to maximize the safety and efficiency of the aircraft flight training for the benefit of the students and to use the grant proceeds in the most economically beneficial way. Azure and CCSD will use an FAA approved ground and flight training curriculum.

ARTICLE 4: INSURANCE AND LIABILITY

4.1. Primary Liability and Property Damage Insurance. Azure shall maintain in effect, at its own expense, third party Aircraft liability insurance, passenger legal liability insurance, and property damage liability insurance during the Term in such amounts as are customary for similarly situated aircraft. In connection with the operation of aircraft and the performance of this contract (or the flight checking of trainees hereunder by the employees or representatives of governmental agencies), Azure shall procure and maintain at all times during the performance of service under this contract Aircraft Public Liability Insurance including coverage of liability to passengers against bodily injury and property damage. Such insurance shall be procured and maintained in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence per claim and One Million Dollars (\$1,000,000.00) aggregate single limit per occurrence. Azure shall also provide premises liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence per claim and One Million Dollars (\$1,000,000.00) aggregate single limit per occurrence. This required insurance coverage shall be carried under the terms and conditions which shall protect Azure, the student trainee, and CCSD, its agents, servants and employees.

4.2. Insurance Against Physical Damage. Azure shall maintain in effect, at its own expense, all-risk ground and flight Aircraft hull insurance covering the Aircraft. Any such insurance shall be during the Term for an amount customary for a similar aircraft.

4.3 Each insurance policy evidencing this required insurance shall bear appropriate endorsements whereby the insurance carrier waives any rights of subrogation against CCSD by reason of any payments under such policy, and such policy shall further provide that CCSD will be given thirty (30) days prior notice before cancellation of such policy or reduction of coverage thereunder can be effective.

4.4. Deductible. Any Insurance Policy carried by Azure in accordance with this Article may be subject to a deductible amount which is customary under policies insuring similar aircraft similarly situated. Azure warrants and agrees that in the event of an insurable claim, Azure will bear the costs of the deductible amount.

4.5. Additional Insurance for CCSD. CCSD may, at its discretion and sole expense, obtain additional insurance covering liability and operation of the Aircraft.

4.6. Certificate of Insurance. Azure shall, prior to initiation of flight instruction under this contract, deliver to CCSD a certified copy of the insurance policies actually procured and maintained; and certificates of insurance evidencing the insurance required to be maintained by Azure under this Article and said certificates naming CCSD as an additional insured on the insurance policy during the rental and instruction periods provided under the term of the Agreement.

4.7 The Cumberland County Board of Education, its employees, agents, successors, servants, employees and students, while acting in the scope of their duties as such, shall be among the named insured in each such policy.

4.8 Release of Liability. Azure hereby releases CCSD, its officers, agents, servants, and employees from any and all claims and liabilities of any type whatsoever for damage to, loss of, or destruction of any property of Azure, its officers, or other party and for the injury to or death of any person, firm, corporation or other party and for injury to or death of any students furnished by CCSD, and of any person or persons which may now or hereafter arise out of or result from or be in any way connected, directly or indirectly, with said training or the operation of the aircraft here under or performance of this agreement.

4.8 Indemnification. Azure further agrees to indemnify and save harmless CCSD, its officers, agents, and employees, from and against any and all claims and liabilities of any type whatsoever and for damage to, loss of, or destruction of any property of a person (including, but not limited to, Azure's officers, agents, servants, and employees), firm, corporation and/or other party, and for injury to or death of any person or persons (including, but not limited to, students of CCSD and Azure's officers, agents, servants, and employees) which may arise out of or result from or be in any way connected, directly or indirectly, with the performance of this agreement. This indemnity agreement shall extend also to any expense incurred by CCSD in connection with the defense of any such claims contemplated herein.

ARTICLE 5: WARRANTIES AND DISCLAIMERS

5.1. Azure’s Warranty. Azure warrants that (1) the Aircraft provided under the terms of this Agreement shall be maintained and kept in airworthy condition; (2) the Aircraft are properly registered in accordance with U.S. law; and (3) Azure is a citizen of the United States of America as set forth in Section 40102(16) of the Transportation Laws and the regulations thereunder.

5.3. Azure’s Warranty Regarding Operation. Azure represents and warrants that it shall only operate the Aircraft under the terms, conditions, and restrictions, as set forth in this Agreement.

ARTICLE 6: SIMULATOR USE AND RENTAL TERMS

6.1. Simulator Lease Rate. For the Red Bird Full Motion simulator based at the Crossville Airport, Azure will pay CCSD a rate of Fifty and 00/100 US Dollars (US\$50) for all students of Azure who are not CCSD students.

6.2. Calculation of Hours of Operation and Payments. For purposes of rental payments, hours of operation for each Rental Period shall be calculated from the simulator’s installed hour meter. Azure will remit payment to CCSD monthly in arrears for any rental hours on the simulator mentioned in Section 6.1

6.3. Simulator Instructors. For the operation of the Red Bird simulator mentioned in Section 6.1, Azure will provide instructors at its sole expense and responsibility when training Azure students who are not CCSD students.

6.4 Scheduling. For purposes of scheduling the simulator mentioned in Section 6.1 Azure will place the simulator on its computer based system (as if it were another aircraft) and schedule all simulator training sessions when available. CCSD would use the same system for scheduling its students use of the simulator in order to avoid scheduling conflicts. Azure understands that CCSD has first priority in scheduling the simulator. Once a simulator session is scheduled by Azure, CCSD agrees to allow Azure priority for that scheduled time.

ARTICLE 7: NOTICES AND MISCELLANEOUS PROVISIONS

7.1. Notices. All notices and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt or refusal to accept receipt) by delivery in person, by facsimile (with a simultaneous confirmation copy sent by first class mail properly addressed and postage prepaid), by e-mail, or by a reputable overnight courier service, addressed as follows:

If to Azure:	<p>Azure Flight Support, LLC</p> <p>276 Doug Warpoole Road</p> <p>Smyrna, TN 37167</p> <p>Attention: Allen Howell</p> <p>Tel: 615-220-2957</p> <p>Email: allen.howell@azureflightsupport.com</p>
If to CCSD:	<p>Cumberland County School District</p> <p>368 4th Street</p> <p>Crossville, TN 38555</p> <p>Attention: Dr. Ina F. Maxwell, Director of Schools</p> <p>Tel: (931) 484-6135</p>

7.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this agreement and supersedes all prior and contemporaneous understandings of the Parties.

7.3. Severability. If any provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any such prohibition or unenforceability in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each Party hereto hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7.4. Amendments and Modifications. The terms of this Agreement shall not be waived, varied, contradicted, explained, amended or changed in any other manner except by an instrument in writing, executed by both Parties.

7.5. Choice of Law. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Tennessee and Cumberland County (disregarding any Conflict of Laws rule which might result in the application of the laws of any other jurisdiction), including all matters of construction, validity, and performance.

7.6. Force Majeure. No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, pandemic or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence).

7.7. Execution. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names and on their behalf by their duly authorized officers, effective as of the date first written above.

AZURE FLIGHT SUPPORT, LLC

As Azure

By: _____

Name: Allen Howell

Title: CEO / Partner

**CUMBERLAND COUNTY SCHOOL
DISTRICT**

As CCSD

By: _____

Name: Ina F. Maxell, Ph.D.

Title: Director of Schools

MEMORANDUM OF AGREEMENT

Cumberland County Schools agrees to enter into a one-year agreement with Volunteer Behavioral Health Care System, who will provide school-based prevention services through the Positive Action Program during the 2021-2022 school year at elementary schools who choose to opt into the program.

This MOU is valid from 08/01/2021 through 08/01/2022. During this period modifications can be made through mutual agreement between parties that is appropriately documented in writing.

By this agreement, both parties understand and affirm that:

- A. Positive Action Prevention Program is a school-based alcohol and drug abuse prevention program based on the philosophy that when we think positive thoughts, have positive feelings about ourselves, we will make positive decisions and our actions in our daily life will be positive. The program can serve students from grade 4 to grade 12 in school and court settings. Program activities provided by trained Positive Action Specialist include classroom group settings and/or virtual group activities focusing on mental health education, life skills, alcohol and drug abuse education, and other social skills lessons to build resiliency among our children and youth. All Positive Action services are provided at no charge to service recipients.
- B. Positive Action is a program of Volunteer Behavioral Health Care System, which assumes responsibility of services and the actions of agency staff assigned to the program. Positive Action Staff will pass a background check agreeable to both parties at the expense of Volunteer Behavioral Health.
- C. Positive Action Program recommends a minimum of twelve hours of service for each group/participant. The group sessions can range from 30-minute sessions to 90-minute sessions in a school or court setting. The specialists will conduct lessons in person, or virtually using the Positive Action Curriculum, which is an evidence-based curriculum. This service will be provided by the CDS in compliance with accepted educational practices and with regard to the instructional needs of Cumberland County Schools. These presentations are ideally held in the classroom setting with the teacher present, but under the COVID-19 restrictions, services can be provided virtually through email, google classroom, lesson packets, or other methods the school requests. Final implementation timeline of the program will be determined through collaboration with site administration and/or staff designated by site administration.
 1. The Positive Action Program is allowed into Cumberland County Schools Elementary classrooms, however each school site principal reserves the right to allow or deny the program into their school.
 2. The Positive Action Program will not interfere with and/or take away from instructional time for tested subjects.

3. Parental consent must be obtained for each potential group participant. If written consent cannot be obtained due to COVID-19 restrictions, verbal consent from the parent to the child's teacher, school counselor, or other designated school staff is allowed. If consent is given verbally, the Positive Action staff must have documentation supporting the verbal consent (email confirmation, written date and time by school staff accepting consent, etc....).
4. Protection of the privacy of the individual is an obligation in the conduct of the Positive Action specialist. All transactions between the Positive Action staff member and individual students 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.
5. Operation of the Positive Action Prevention Program is funded by a grant through the TN Dept. of Mental Health and Substance Abuse Services and through contract with Volunteer Behavior Health and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

Cumberland County Schools reserve the right to terminate this agreement at any time due to any violation of the above conditions.

This agreement shall be in effect upon signature of the responsible agents of Volunteer Behavioral Health Care System and Cumberland County Schools.

 Dr. Ina Maxwell, Director of Schools
 Cumberland County

 Date

 Renae Beaty, Program Manager of Prevention Services
 Volunteer Behavioral Health

 Date

School Site Opt In:

 School Name

 Principal Signature