

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Quarterly Session
June 18, 2020 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation

V. **Approval of the Consent Agenda

A. Approval of the Minutes of the May 21, 2020 Regular Session

Hamilton County Board of Education - Draft Minutes Not Yet Approved by the Board
Board Meeting - Regular Session
May 21, 2020 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

II. **Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation

V. Presentation

A. Reopening Schools Task Force - Keith Fogleman and Col. Bill Brooks

VI. **Approval of the Consent Agenda

A. Approval of the Minutes of the April 23, 2020 Regular Session, the April 30, 2020 Special Called Session, and the May 4, 2020 Special Called Session

B. Executive Committee Report

C. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

a. Federal Grants, State Grants, and Self-Funded Programs

b. General Operating Amendments

D. Dr. Marsha Drake, Chief Equity Officer

1. 3rd Quarter Bullying Report - Karen Glenn

VII. Board Matters

A. **Approval of Schedule of Sessions 2020-2021 - Dr. Bryan Johnson

B. Chief of Staff - Dr. Nakia Towns

1. Board Policies - First Reading (for discussion if necessary)

a. Board Policy 5.301 - Religious, Emergency, and Legal Leave

b. Board Policy 5.302 - Sick Leave

c. Board Policy 5.303 - Personal and Professional Leave

d. Board Policy 5.305 - Family and Medical Leave

e. Board Policy 5.306 - Military Leave

f. Board Policy 5.308 - Sabbatical Leave

g. Board Policy 5.309 - Legislative Leave

VIII. Information Only

A. Legal Services Report

IX. Adjourn

Hamilton County Board of Education

Board Meeting - Regular Session

May 21, 2020 5:30 PM

Board Room

3074 Hickory Valley Road

Chattanooga, TN 37421

Attendance Taken at 5:30 PM.

Dr. Steve Highlander: Present

Mrs. Jenny Hill: Present

Mrs. Karitsa Jones: Present

Mrs. Kathy Lennon: Present

Mr. Tucker McClendon: Present

Mrs. Tiffanie Robinson: Present

Mr. Joe Smith: Present

Mrs. Rhonda Thurman: Present

Mr. Joe Wingate: Present

Also in attendance: Dr. Bryan Johnson Superintendent

Absent: Jeremiah Taylor, Student Representative

I. Roll Call

II. **Approval of the Agenda

passed: approval of the agenda passed with a motion by Dr. Steve Highlander and a second by Mr. Tucker McClendon.

Dr. Steve Highlander: Yes

Mrs. Jenny Hill: Yes

Mrs. Karitsa Jones: Yes

Mrs. Kathy Lennon: Yes

Mr. Tucker McClendon: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Mr. Joe Wingate: Yes

Yes: 9, No: 0

III. Executive Session - No

IV. Pledge to the Flag and Meditation

V. Presentation

A. Reopening Schools Task Force - Keith Fogleman and Col. Bill Brooks

VI. **Approval of the Consent Agenda

passed: approval of the Consent Agenda with the following item being pulled by Mr. Smith: VI.C.3.a. Federal Grants, State Grants, and Self-Funded Programs, 10.446 Future Ready Institutes 052120 passed with a motion by Mrs. Tiffanie Robinson and a second by Mrs. Kathy Lennon.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mrs. Kathy Lennon: Yes
Mr. Tucker McClendon: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes

Yes: 9, No: 0

passed: after discussion the agenda item was added back to the agenda for approval: Item VI.C.3.a. Federal Grants, State Grants, and Self-Funded Programs 10.446 Future Ready Institutes passed with a motion by Mr. Joe Smith and a second by Dr. Steve Highlander.

Dr. Steve Highlander: Yes
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mrs. Kathy Lennon: Yes
Mr. Tucker McClendon: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes

Yes: 9, No: 0

- A. Approval of the Minutes of the April 23, 2020 Regular Session, the April 30, 2020 Special Called Session, and the May 4, 2020 Special Called Session
- B. Executive Committee Report
- C. Chief Business Officer - Brent Goldberg
 - 1. Bids/Contracts
 - A. Request Approval of Agreement with Insights to Behavior
 - B. Request Approval of Agreement with Public Consulting Group
 - C. Request Approval of Renewal of RFP Bid File 17-33 for the School Nutrition Program for SY 2020-2021
 - 2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

2. Financial Reports

REVENUES	Adopted			Federal Programs			Self-Funded Programs			Child Nutrition			Grand Totals	
	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	YTD Actual
LOCAL TAXES	230,600,000	233,000,000	194,193,358										230,600,000	233,000,000
LICENSES AND PERMITS	12,000	12,000	7,738										12,000	7,738
CHARGES FOR CURRENT SERVICES	543,000	543,000	253,795										543,000	253,795
OTHER LOCAL REVENUES	3,000,000	3,000,000	3,646,074										3,000,000	3,646,074
STATE OF TENNESSEE	173,110,000	173,242,502	137,652,172										173,110,000	137,652,172
OTHER STATE REVENUES	800,000	3,318,125	611,472										800,000	3,318,125
FEDERAL GOVERNMENT	850,000	850,000	754,538	30,939,539	37,881,971	16,056,223							30,939,539	16,056,223
OTHER SOURCES	1,285,000	1,285,000	667,436										1,285,000	667,436
RESERVES/FUND BALANCE	8,000,000	20,800,200	-							1,357,778			8,000,000	22,157,978
TOTAL REVENUES	418,000,000	436,650,827	327,785,543	30,939,539	37,881,971	16,056,223	6,650,414	9,884,722	6,069,806	21,104,685	21,104,685	17,363,322	476,694,638	505,522,205
EXPENDITURES														
REGULAR INSTRUCTION PROGRAM	71100	207,590,129	215,800,079	137,466,218	8,746,312	10,099,654	5,608,472	2,434,817	3,882,807	1,983,416			218,771,258	229,782,740
SPECIAL EDUCATION INSTR PROG	71200	42,092,235	39,867,193	26,016,919	4,748,150	5,490,513	3,514,142	300,000	777,013	752,347			47,140,365	46,134,719
VOCATIONAL ED INSTR PROG	71300	8,941,335	9,084,814	5,814,762	478,526	623,074	446,671		157,687	27,827			9,416,861	9,076,595
ATTENDANCE	72100	2,738,609	2,709,650	1,612,168									2,738,609	2,709,650
HEALTH SERVICES	72120	4,848,133	5,015,045	3,199,523		150		42,500	64,500	53,241			4,890,633	5,079,695
OTHER STUDENT SUPPORT	72130	13,947,708	13,432,081	7,891,422	3,414,555	4,378,224	1,825,700	75,655	416,655	49,140			17,337,918	18,224,960
REG INST SUPPORT	72210	12,524,627	14,740,506	8,441,708	7,477,767	9,932,583	5,122,991	277,938	659,052	258,744			20,280,352	25,332,141
SPECIAL ED INST SUPPORT	72220	3,387,635	3,583,985	2,342,466	3,281,875	3,305,971	2,236,936						6,669,510	6,889,956
VOCATIONAL ED INST SUPPORT	72230	246,915	297,866	204,647	12,500	65,500	10,121						250,415	362,586
EDUCATION TECHNOLOGY	72250	4,634,807	7,875,490	6,140,998	164,324	261,260	157,485						4,799,131	6,138,750
BOARD OF EDUCATION	72310	6,199,378	6,188,626	4,880,888					315,160	181,450			6,199,378	6,503,786
OFFICE OF SUPERINTENDENT	72320	2,285,392	2,535,600	1,356,411				91,230	93,630	53,285			2,378,622	2,629,230
OFFICE OF PRINCIPAL	72410	28,496,993	29,277,782	19,412,365					4,417	4,417			28,496,993	29,282,199
FISCAL SERVICES	72510	3,369,030	3,581,850	2,222,084				10,000	10,000	2,096			3,379,030	3,591,850
HUMAN RESOURCES	72520	1,858,157	1,901,237	1,299,479						1,477			1,858,157	1,903,531
OPERATION OF PLANT	72610	25,624,131	25,604,619	21,292,004									25,624,131	25,604,619
MAINTENANCE OF PLANT	72620	9,493,178	10,191,233	7,294,249					54,240	16,632			9,493,178	10,245,473
TRANSPORTATION	72710	10,940,008	19,217,321	18,876,083	266,340	294,140	143,512			1,750			19,200,348	19,532,061
CENTRAL AND OTHER	72810	388,597	743,297	595,887					8,983	96			388,597	752,280
FOOD SERVICE	73100	470,311	169,265	170,045									470,311	169,265
COMMUNITY SERVICES	73300	197,000	347,000	159,213				491,184	1,127,134	444,096			21,104,685	21,104,685
EARLY CHILDHOOD EDUCATION	73400	2,997,170	3,000,793	1,841,843					3,223,512	3,223,512			3,192,932	3,256,555
REGULAR CAPITAL OUTLAY	76100	197,000	347,000	159,213					195,762	195,762			197,000	347,000
EDUCATION DEBT SERVICE		975,000	975,000	-									975,000	975,000
EDUCATION CAPITAL PROJECTS		3,000,000	7,000,000	7,000,000									3,000,000	7,000,000
CHARTER SCHOOLS (TRANSFERS)		12,853,522	12,853,522	10,541,420	1,860,986	2,305,568	22,436						14,714,508	15,159,090
TRANSFERS-STATE GRANTS		31,186	31,186	-									-	31,186
TOTAL EXPENDITURES	418,000,000	436,650,827	296,416,461	30,939,539	37,881,971	19,532,562	6,650,414	9,884,722	5,510,774	21,104,685	21,104,685	18,086,459	476,694,638	505,522,205

3. Budget Amendments

- Federal Grants, State Grants, and Self-Funded Programs
- General Operating Amendments

D. Dr. Marsha Drake, Chief Equity Officer

- 3rd Quarter Bullying Report - Karen Glenn

VII. Board Matters

- **Approval of Schedule of Sessions 2020-2021 - Dr. Bryan Johnson
passed: approval of the Schedule of Sessions 2020-2021 passed with a motion by Dr. Steve Highlander and a second by Mrs. Tiffanie Robinson.

Dr. Steve Highlander: Yes
 Mrs. Jenny Hill: Yes
 Mrs. Karitsa Jones: Yes
 Mrs. Kathy Lennon: Yes
 Mr. Tucker McClendon: Yes
 Mrs. Tiffanie Robinson: Yes
 Mr. Joe Smith: Yes
 Mrs. Rhonda Thurman: Yes
 Mr. Joe Wingate: Yes
 Yes: 9, No: 0

B. Chief of Staff - Dr. Nakia Towns

- Board Policies - First Reading (for discussion if necessary)
 - Board Policy 5.301 - Religious, Emergency, and Legal Leave
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- e. Board Policy 5.306 - Military Leave
- f. Board Policy 5.308 - Sabbatical Leave
- g. Board Policy 5.309 - Legislative Leave

VIII. Information Only

A. Legal Services Report

IX. Adjourn – The meeting was adjourned at 6:50 p.m.

Chairperson

Date

Superintendent

Date

B. Executive Committee Report

**Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421**

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: June 18, 2020

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of May 21, 2020 through June 18, 2020 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

C. Chief Business Officer - Brent Goldberg

1. Bids/Contracts

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer
Kevin Bartenfield, Director of Purchasing

DATE: June 18, 2020

RE: Bids/Contracts

1. Attached for your approval are bids/contracts for the following:

- A. Request Approval of Contract Extension with Stellar Therapy Services per RFP/Bid File 19-44 Recovering Funds from Tenn-Care and Medicaid.
- B. Request Approval of Contract with Signal Centers, Inc.
- C. Request Approval of Contract with Mose and Garrison Siskin Memorial Foundation, Inc.
- D. Request Approval of Contract with Parkridge Medical Centers, Inc., dba Parkridge Valley Hospital.
- E. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Billing and Related Administrative services.
- F. Request Approval of Contract with Stellar Therapy, LLC for Speech/Language Services Private and Home School Agreement.
- G. Request Approval of Contract with Orange Grove Center, Inc.
- H. Request Approval of MOU with Centerstone Mental Health Centers, Inc.
- I. Request Approval of Agreement with City of Chattanooga Department of Youth and Family Development Head Start/Early Head Start.
- J. Request Approval of Agreement with Hamilton County Juvenile Detention Unit.
- K. Request Approval of Agreement with Silverdale Correctional Facility and Hamilton County Jail.
- L. Request Approval to Purchase Instructor Training Programs and Products from CPI.
- M. Request Approval to Renew PowerSchool Software Maintenance Subscription and Support Contract.
- N. Request Approval to Purchase CASE Benchmark Assessments from TE21.
- O. Request Approval to Purchase Ellevation Subscription.
- P. Request Approval to Purchase Rosetta Stone Subscription.
- Q. Request Approval of MOU with Life Touch for School Pictures.

- R. Request Approval to Renew Contract with Helton and Associates for Environmental Consulting Services (AHERA).
 - S. Request Approval of Bid File 20-30 Sale Creek Field House and Concession Building.
 - T. Request Approval of Bid File 20-36 Reroof Red Bank High School Gym.
 - U. Request Approval of School Nutrition Bids/RFPs for School Year 2020-2021.
 - V. Request Approval of Bid File 20-75 HVAC Supplies for the Maintenance Dept.
2. Ratification of Emergency/Early approval for the purchase of serving line counters for Hixson High School and Howard Connect Academy (Bid File 20-56)
 3. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.
 4. Recommend approval as presented.

BG:de

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
EXCEPTIONAL EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN. 37421**

MEMORANDUM

TO: Hamilton County Department of Education School Board Members and
Dr. Bryan Johnson, Superintendent

FROM: Garfield Adams, Director Exceptional Education

DATE: June 18, 2020

RE: Exceptional Education - Contract with Stellar Therapy Services, LLC
RFP/Bid File #19-44 Recovering Funds from Tenn Care-Medicaid

Exceptional Education would like to request that the Board approve the attached contract with Stellar Therapy LLC and RFP BID FILE 19-44 RECEIVED BOARD APPROVAL ON JUNE 19, 2019. The original contract period was July 1, 2019 through June 30, 2020 with option for annual renewals (not to exceed 60 months) provided all terms and conditions remain unchanged and vendor is in agreement. Stellar Therapy has served the School System well and contract extension is recommended. The contract period shall be July 1, 2020 through June 30, 2021.

This agreement is to provide Speech and Language, Occupational and Physical Therapy services as required by Individual Education Plans and supervised by Exceptional Education Administrators. We are requesting approval for this contract in order to provide a Free Appropriate Public Education for students receiving the above named services which are in excess of the ability of current HCDE staff to provide. This contract will be paid with a combination of funds from Medicaid Reimbursement, IDEA Part B and Ex Ed General Purpose Budget funds. This contract should not exceed \$2,150,000.

Thank you for your consideration of approving this contract for the 2020-2021 school year services.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 18th day of June, 2020 by and between the Hamilton County Department of Education (hereinafter known as "HCDE") with its principal office at 3074 Hickory Valley Road Chattanooga, Tennessee 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd, #122, Chattanooga, TN 37421. This Agreement supercedes any other agreement between the parties.

WITNESSETH

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009));

WHEREAS, HCDE desires that Contractor provide speech and language services, occupational therapy services, and physical therapy services to HCDE students as assigned by a representative of the Exceptional Education Department of HCDE;

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

1. **Term.** The term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021.

2. **Therapy Services.**

(a) Contractor shall provide to HCDE the Therapy Services listed in Section 4 of this Agreement, including direct and indirect service time, assessments, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor ("Stellar Therapists"), and such Therapy Services shall be subject to the following conditions:

- Stellar Therapists will provide Therapy Services to students assigned as designated in the student's Individual Educational Plan (IEP), regardless of whether or not such students are TennCare Eligible HCDE Students (as defined below).
- Stellar Therapists will attend IEP meetings as needed and recommend goals and objectives for individual students for use in developing their IEPs.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder supplies a fingerprint sample and submits to a criminal history records check to be conducted by the TN Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the Stellar Therapist to have contact with children or enter school grounds for the purposes of providing any services under this Agreement.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder agrees to verify employment eligibility requirements for all contract employess according to the Department of Homeland Security and U.S. citizenship and Immigration services.
- With respect to the Therapy Services provided to HCDE under this Agreement, Contractor shall not allow any Stellar Therapist to come in direct contact with an assigned student or enter the grounds of a school

where children are present if the criminal history records check indicates that the Stellar Therapist has ever been convicted of an offense that is classified as a sexual offense or provider was convicted as a violent sexual offender as defined in T.C.A. § 40-39-202.

- For students with case managers other than Contractor, Stellar Therapists shall provide to the case manager data to document student needs, progress, lack of progress and verification that the related services provided in the IEP for the assigned student have been appropriately implemented. Progress reports will be completed on each assigned student and provided to the case manager.
- Each Stellar Therapist will be responsible for their own transportation to HCDE assignments; provided, however, that transportation time shall be billed as set forth in Section 4(a).

(b) Contractor represents and warrants that each Stellar Therapist who provides Therapy Services to HCDE hereunder possesses all licenses and qualifications necessary to perform the Therapy Services and is familiar with all professional standards of care, including the duty to maintain confidentiality over all information pertaining to students' educational or health records. Contractor agrees to maintain or ensure that such providers maintain (at Contractor's or the Stellar Therapist's expense) such licenses and qualifications and to conduct its business in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant State and Federal rules and regulations applying to the performance of the Therapy Services throughout the term of this Agreement.

(c) Without a prior written consent of Contractor, during the term of this Agreement and for a period of one (1) year after the effective date of expiration or termination of this Agreement, HCDE covenants and agrees that it shall not directly or indirectly solicit, hire or contract with any Stellar Therapist who was employed by or otherwise contracted with Contractor during the term of this Agreement.

3. Compensation.

(a) In consideration for the Therapy Services provided by Contractor, HCDE agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:

Speech and Language Pathologist	\$62/hour
Speech and Language Pathologist – Clinical Fellow or MA	\$50/hour
Speech and Language Assistant	\$40/hour
Occupational Therapist – Registered	\$62/hour
Certified Occupational Therapy Assistant	\$50/hour
Physical Therapist-Registered	\$62/hour
Physical Therapist Assistant	\$50/hour
Physician's Assistant	\$25/visit

Therapy Service fees for the agreed upon staffing plan will not exceed \$2,150,000.00 under the terms of this contract. Contractor agrees to not exceed the maximum limits of this staffing plan without written request from the Director of Special Education.

Therapy Services reimbursed under the above rate schedule include direct and indirect service time, assessments, evaluations, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite. Other services may be added as needed with rates to be agreed upon in

advance by both parties. All amounts payable to Contractor pursuant to this Section 3(a) shall be referred to herein as the “Fees for Therapy Services.”

(b) Parties further agree that supplies, equipment and technology will be provided by HCDE as necessary for meeting the performance standards of HCDE.

(c) Contractor shall invoice HCDE on a regular basis for the Therapy Services provided under this Agreement, and HCDE shall be responsible for paying all Fees upon receipt of Contractor’s invoice. However, HCDE has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith.

(d) Additional Therapy Services may be purchased from Contractor upon written request by HCDE Director of Special Education and subject to Contractor availability.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by HCDE 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.

4. Services of Contractor, Qualifications, Recruiting.

(a) Contractor shall provide the Services at the place(s) of business operated or controlled by HCDE or its clients..

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to practice conduct in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) HCDE is prohibited from hiring, causing to be hired, or contracting with in any capacity 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.

5. Other Responsibilities.

(a) Contractor is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the contract. This personally identifiable student and parent information may include but not limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

(b) Contractor as authorized representative of HCDE for the sole purpose of complying with the requirements of the 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 contract with HCDE.

(c) Contractor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the contract.

(d) Contractor understands that it may have access to student demographic data for whom it does not provide a direct service and acknowledges that it may not use this or any student level data for solicitation purposes. Further, the Contractor understands that it will be liable for breaches of confidentiality that occur due to misuse of data.

6. Professional Liability Insurance. Before HCDE will have any obligation to Contractor under the terms of this Agreement, Contractor must first provide proof of insurance with coverage and limits satisfactory to HCDE’s Office of Risk Management. This coverage, at a minimum, must extend to any operation to be undertaken by Contractor in connection with its Staffing Services, the training and supervision of its Stellar Therapists, and any errors, omissions or other acts of negligence by

these Stellar Therapists. In the event that Contractor fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and HCDE will have no liability to Contractor whatsoever.

7. **Indemnification.** Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

8. **Acknowledgments.**

(a) Contractor and HCDE 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 HCDE and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and HCDE acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

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

(c) Contractor and HCDE 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, 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 HCDE to Contractor under this Agreement shall be Contractor's liability and HCDE 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 HCDE, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, HCDE shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible HCDE Students by HCDE Therapists or the Stellar Therapists and submitted to Managed Care Organizations by Contractor as a part of the Billing Services.

11. **Preservation of Records.** Contractor and HCDE agree that they shall cause the healthcare records generated in connection with the services of the HCDE Therapists and Stellar Therapists 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 HCDE 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. Governing Law and Venue. 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. Both parties agree that any litigation filed to enforce the terms of this Agreement must be filed in the Chancery Court of Hamilton County, Tennessee, and both parties hereby waive any right they otherwise have to file any such suit in Federal Court or to remove any such action to Federal Court.

14. 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.

15. 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.

16. Assignment. Contractor shall not assign this Agreement to any other party or parties without the prior written consent of HCDE.

17. 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.

18. 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.

Hamilton County Department of Education

Stellar Therapy Services, LLC

Dr. Bryan Johnson, Superintendent
Hamilton County Department of Education

Melissa Christopher
Executive Director
Stellar Therapy Services

Board Chairman
Hamilton County Department of Education

Holly Christopher
Administrator
Stellar Therapy Services

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
EXCEPTIONAL EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN. 37421**

MEMORANDUM

TO: Hamilton County Department of Education School Board Members and
Dr. Bryan Johnson, Superintendent

FROM: Garfield Adams, Director Exceptional Education

DATE: June 18, 2020

RE: Exceptional Education - Contract with Stellar Therapy Services, LLC
RFP/Bid File #19-44 Recovering Funds from Tenn Care-Medicaid

Exceptional Education would like to request that the Board approve the attached contract with Stellar Therapy LLC and RFP BID FILE 19-44 RECEIVED BOARD APPROVAL ON JUNE 19, 2019. The original contract period was July 1, 2019 through June 30, 2020 with option for annual renewals (not to exceed 60 months) provided all terms and conditions remain unchanged and vendor is in agreement. Stellar Therapy has served the School System well and contract extension is recommended. The contract period shall be July 1, 2020 through June 30, 2021.

This agreement is to provide Speech and Language, Occupational and Physical Therapy services as required by Individual Education Plans and supervised by Exceptional Education Administrators. We are requesting approval for this contract in order to provide a Free Appropriate Public Education for students receiving the above named services which are in excess of the ability of current HCDE staff to provide. This contract will be paid with a combination of funds from Medicaid Reimbursement, IDEA Part B and Ex Ed General Purpose Budget funds. This contract should not exceed \$2,150,000.

Thank you for your consideration of approving this contract for the 2020-2021 school year services.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 18th day of June, 2020 by and between the Hamilton County Department of Education (hereinafter known as "HCDE") with its principal office at 3074 Hickory Valley Road Chattanooga, Tennessee 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd, #122, Chattanooga, TN 37421. This Agreement supercedes any other agreement between the parties.

WITNESSETH

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009));

WHEREAS, HCDE desires that Contractor provide speech and language services, occupational therapy services, and physical therapy services to HCDE students as assigned by a representative of the Exceptional Education Department of HCDE;

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

1. **Term.** The term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021.

2. **Therapy Services.**

(a) Contractor shall provide to HCDE the Therapy Services listed in Section 4 of this Agreement, including direct and indirect service time, assessments, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite, through service providers selected and employed by Contractor ("Stellar Therapists"), and such Therapy Services shall be subject to the following conditions:

- Stellar Therapists will provide Therapy Services to students assigned as designated in the student's Individual Educational Plan (IEP), regardless of whether or not such students are TennCare Eligible HCDE Students (as defined below).
- Stellar Therapists will attend IEP meetings as needed and recommend goals and objectives for individual students for use in developing their IEPs.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder supplies a fingerprint sample and submits to a criminal history records check to be conducted by the TN Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the Stellar Therapist to have contact with children or enter school grounds for the purposes of providing any services under this Agreement.
- Contractor shall ensure that each Stellar Therapist who provides Therapy Services to HCDE hereunder agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. citizenship and Immigration services.
- With respect to the Therapy Services provided to HCDE under this Agreement, Contractor shall not allow any Stellar Therapist to come in direct contact with an assigned student or enter the grounds of a school

where children are present if the criminal history records check indicates that the Stellar Therapist has ever been convicted of an offense that is classified as a sexual offense or provider was convicted as a violent sexual offender as defined in T.C.A. § 40-39-202.

- For students with case managers other than Contractor, Stellar Therapists shall provide to the case manager data to document student needs, progress, lack of progress and verification that the related services provided in the IEP for the assigned student have been appropriately implemented. Progress reports will be completed on each assigned student and provided to the case manager.
- Each Stellar Therapist will be responsible for their own transportation to HCDE assignments; provided, however, that transportation time shall be billed as set forth in Section 4(a).

(b) Contractor represents and warrants that each Stellar Therapist who provides Therapy Services to HCDE hereunder possesses all licenses and qualifications necessary to perform the Therapy Services and is familiar with all professional standards of care, including the duty to maintain confidentiality over all information pertaining to students' educational or health records. Contractor agrees to maintain or ensure that such providers maintain (at Contractor's or the Stellar Therapist's expense) such licenses and qualifications and to conduct its business in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant State and Federal rules and regulations applying to the performance of the Therapy Services throughout the term of this Agreement.

(c) Without a prior written consent of Contractor, during the term of this Agreement and for a period of one (1) year after the effective date of expiration or termination of this Agreement, HCDE covenants and agrees that it shall not directly or indirectly solicit, hire or contract with any Stellar Therapist who was employed by or otherwise contracted with Contractor during the term of this Agreement.

3. Compensation.

(a) In consideration for the Therapy Services provided by Contractor, HCDE agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:

Speech and Language Pathologist	\$62/hour
Speech and Language Pathologist – Clinical Fellow or MA	\$50/hour
Speech and Language Assistant	\$40/hour
Occupational Therapist – Registered	\$62/hour
Certified Occupational Therapy Assistant	\$50/hour
Physical Therapist-Registered	\$62/hour
Physical Therapist Assistant	\$50/hour
Physician's Assistant	\$25/visit

Therapy Service fees for the agreed upon staffing plan will not exceed \$2,150,000.00 under the terms of this contract. Contractor agrees to not exceed the maximum limits of this staffing plan without written request from the Director of Special Education.

Therapy Services reimbursed under the above rate schedule include direct and indirect service time, assessments, evaluations, treatments, consultation, documentation, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite. Other services may be added as needed with rates to be agreed upon in

advance by both parties. All amounts payable to Contractor pursuant to this Section 3(a) shall be referred to herein as the “Fees for Therapy Services.”

(b) Parties further agree that supplies, equipment and technology will be provided by HCDE as necessary for meeting the performance standards of HCDE.

(c) Contractor shall invoice HCDE on a regular basis for the Therapy Services provided under this Agreement, and HCDE shall be responsible for paying all Fees upon receipt of Contractor’s invoice. However, HCDE has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith.

(d) Additional Therapy Services may be purchased from Contractor upon written request by HCDE Director of Special Education and subject to Contractor availability.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by HCDE 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.

4. Services of Contractor, Qualifications, Recruiting.

(a) Contractor shall provide the Services at the place(s) of business operated or controlled by HCDE or its clients..

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to practice conduct in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) HCDE is prohibited from hiring, causing to be hired, or contracting with in any capacity 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.

5. Other Responsibilities.

(a) Contractor is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the contract. This personally identifiable student and parent information may include but not limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

(b) Contractor as authorized representative of HCDE for the sole purpose of complying with the requirements of the 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 contract with HCDE.

(c) Contractor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the contract.

(d) Contractor understands that it may have access to student demographic data for whom it does not provide a direct service and acknowledges that it may not use this or any student level data for solicitation purposes. Further, the Contractor understands that it will be liable for breaches of confidentiality that occur due to misuse of data.

6. Professional Liability Insurance. Before HCDE will have any obligation to Contractor under the terms of this Agreement, Contractor must first provide proof of insurance with coverage and limits satisfactory to HCDE’s Office of Risk Management. This coverage, at a minimum, must extend to any operation to be undertaken by Contractor in connection with its Staffing Services, the training and supervision of its Stellar Therapists, and any errors, omissions or other acts of negligence by

these Stellar Therapists. In the event that Contractor fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and HCDE will have no liability to Contractor whatsoever.

7. **Indemnification.** Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

8. **Acknowledgments.**

(a) Contractor and HCDE 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 HCDE and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and HCDE acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

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

(c) Contractor and HCDE 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, 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 HCDE to Contractor under this Agreement shall be Contractor's liability and HCDE 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 HCDE, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, HCDE shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible HCDE Students by HCDE Therapists or the Stellar Therapists and submitted to Managed Care Organizations by Contractor as a part of the Billing Services.

11. **Preservation of Records.** Contractor and HCDE agree that they shall cause the healthcare records generated in connection with the services of the HCDE Therapists and Stellar Therapists 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 HCDE 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. Governing Law and Venue. 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. Both parties agree that any litigation filed to enforce the terms of this Agreement must be filed in the Chancery Court of Hamilton County, Tennessee, and both parties hereby waive any right they otherwise have to file any such suit in Federal Court or to remove any such action to Federal Court.

14. 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.

15. 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.

16. Assignment. Contractor shall not assign this Agreement to any other party or parties without the prior written consent of HCDE.

17. 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.

18. 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.

Hamilton County Department of Education

Stellar Therapy Services, LLC

Dr. Bryan Johnson, Superintendent
Hamilton County Department of Education

Melissa Christopher
Executive Director
Stellar Therapy Services

Board Chairman
Hamilton County Department of Education

Holly Christopher
Administrator
Stellar Therapy Services

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Signal Centers, Incorporated

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the 2020-2021 school year. The cost of services is \$681,000.00 to be paid in 10 equal payments with proof of services to serve up to 51 students. This contract will be paid with Exceptional Education General Purpose funds. Extended school year for 2019-2020 will be reimbursed at a rate of \$55.00 per half-day participation and \$110.00 per full day participation per student; these services will be paid with IDEA, Part B funds. No additional funds are needed.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION DEPARTMENT**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June 2020 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Signal Centers, Incorporated (hereinafter known as **SIGNAL CENTERS**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee, 37411. Agreements included in the 2019-2020 school year contract will be in effect for extended school year provision of services for June, July, and August of 2020.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SIGNAL CENTERS** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SIGNAL CENTERS** for the consideration hereinafter names, agree as follows:

1. Signal Centers agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Signal Centers as it is under the jurisdiction of Hamilton County Board of Education.
2. Signal Centers shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department and accepted by Signal Centers. The Board of Education will pay Signal Centers a sum of \$681,000.00, \$13,352.94 per student, to be paid in ten (10) equal monthly increments during the 2020-21 school year following the HCDE school calendar to serve up to and including fifty-one (51) students in full-day participation or two (2) half day participation equals one (1) full day participation. Any student transitioning at three (3) years of age after January 1, 2020, by the Board of Education generated IEP, from the Signal Centers. Early Intervention Program into the Signal Center's Preschool program will be included for participation at no additional cost to the Board of Education. These transitioned students will not be included in the fifty-one (51) number referred to above. Any student placed by IEP for a partial placement at Signal Centers, Inc. will be reimbursed at a per diem rate of \$55.00 per full day per student. IEP consultation services for students in partial placements will be reimbursed at a rate of \$40.00 per hour. These consultation services must be assigned by the Board of Education representative. Extended school year services (ESY) for up to 16 additional days beyond 180 days following the 2019-20 school year will be reimbursed at a rate of \$55.00 per half day participation and \$110.00 per full day participation per student to include all related services as stipulated in this agreement – Item #7 and will follow the HCDE ESY calendar. If the **BOARD OF EDUCATION** student requires homebound services, while enrolled at Signal Centers, and Signal Centers cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service is provided by **BOARD OF EDUCATION** staff, the monthly rate of payment (\$1,335.29) for that student will be deducted from the monthly increment payment to Signal Centers.

3. **SIGNAL CENTERS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an IEP Team meeting composed of representatives of **BOARD OF EDUCATION** and **SIGNAL CENTERS** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **SIGNAL CENTERS** facility and confer with the **SIGNAL CENTERS** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. The Assessment Team will provide all information, including a written integration report, to the IEP Team which includes a representative from the Board of Education. The IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.
6. The Board of Education and Signal Centers shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The Department and Signal Centers shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings.
7. The Board of Education, working with Signal Centers, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions by Signal Centers for all support materials and services included in this agreement. Signal Centers shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Specialized/individualized student-tailored equipment is excluded from this provision. Signal Centers will include in the IEP all related services as deemed necessary by the members of the IEP Team.
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. The Board of Education recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Signal Centers, Inc.'s services will be limited to those currently provided in the areas of:
 - (1) Speech, Language and Communication Therapy
 - (2) School Health Services (excluding 1:1 attendant/full day nursing)
 - (3) Behavior Management
 - (4) Counseling

All related services must be deemed necessary by the IEP Team not included in Item #7c. will be provided in conjunction with the Signal Center program by the Board of Education. The Board of Education representative must be included in the IEP process documenting the needs.

8. Signal Centers shall notify the Board of Education immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The Board of Education will not be responsible for continuing payments of the amount reflected in preceding paragraph #2 of this Agreement if and when a student, receiving services from Signal Centers under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Signal Centers with the option of reentry based on IEP Team recommendation.
9. All assessment information received by Signal Centers not conducted by the Board of Education, shall include a release of information to the Board of Education so that the Exceptional Education Department has access to this assessment information. Any assessment reports conducted or received by Signal Centers, Inc. while this contract is in effect shall be forwarded to the Director of Exceptional Education. Signal Centers shall have the responsibility to provide under the provisions of this contract assessments as required in the individual assessment plan:
 - a. Educational and Diagnostic Assessments
 - b. Speech and Language Evaluations
 - c. School Health Assessments
 - d. Oral Motor Feeding Evaluations
 - e. Functional Behavior Assessments

All assessment deemed necessary by the IEP Team not included in the above will be provided by the Board of Education in conjunction with the Signal Centers school program. Department representative must be in attendance in the IEP Team process documenting need.

10. This agreement is expressly conditioned on the following:
 - a. Signal Centers program is appropriate in relating to the needs of the students to be enrolled.
 - b. Signal Centers provides an educational program for at least 180 instructional days to students.
 - c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to HCDE.
 - d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - e. Signal Centers shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
 - f. Signal Centers agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. Signal Centers agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. Signal Centers, Inc. certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 for the Acts of 2011.
 - i. Signal Centers, Inc. agrees to report to the Department each instance of the use of restraint and isolation to comply with parent notification requirements of Public Chapter 457 of the Acts of 2011.

11. In all matters pertaining to the records of the student maintained by Signal Centers, Signal Centers will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Signal Centers may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Signal Centers further agrees to notify the Board of Education representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Board of Education will not release records pertaining to a student's evaluation received from Signal Centers to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.
12. Signal Centers agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the Department to comply with Federal and State Laws.
13. **SIGNAL CENTERS** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SIGNAL CENTERS** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SIGNAL CENTERS**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **SIGNAL CENTERS** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.
15. **SIGNAL CENTERS** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in any way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
16. Signal Centers agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having

appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

17. A representative of the Board of Education will monitor and inspect the Signal Centers program and facility. Inspections are to be at a time reasonable to both parties.
18. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.
19. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination. This contract may be terminated immediately by the Board of Education for cause, which cause may include but not be limited to:
 - a. Non-compliance with rules, regulations and procedures (state, federal and local).
 - b. Non-compliance with any portion of this contract.
 - c. Signal Centers, Inc. requiring the Board of Education to pay for students who were not referred to Signal Centers by the Department.

Should the Board of Education terminate for cause, the Board of Education shall then withhold payments in excess of fair compensation for work completed and to require the Signal Centers to repay to them any funds expended in contravention of such conditions. In the event, Signal Centers, Inc. shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

20. Notwithstanding the above, Signal Centers shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.
21. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Board of Education's Office of Risk Management.
22. The period of this agreement is for the 2020-2021 school term starting July 1, 2020, and ending June 30, 2021, to include extended school year services for 2019-2020 IEP services.

IN WITNESS THEREOF, parties have executed this AGREEMENT as of the 18th day of June 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

President of the Board, Signal Center, Inc.

Executive Director, Signal Centers, Inc.

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Signal Centers, Incorporated

I am respectfully requesting that you approve the attached contract with Signal Centers, Inc. for the 2020-2021 school year. The cost of services is \$681,000.00 to be paid in 10 equal payments with proof of services to serve up to 51 students. This contract will be paid with Exceptional Education General Purpose funds. Extended school year for 2019-2020 will be reimbursed at a rate of \$55.00 per half-day participation and \$110.00 per full day participation per student; these services will be paid with IDEA, Part B funds. No additional funds are needed.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION DEPARTMENT**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June 2020 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Signal Centers, Incorporated (hereinafter known as **SIGNAL CENTERS**) with its principal office in 109 North Germantown Road, Chattanooga, Tennessee, 37411. Agreements included in the 2019-2020 school year contract will be in effect for extended school year provision of services for June, July, and August of 2020.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **SIGNAL CENTERS** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and **SIGNAL CENTERS** for the consideration hereinafter names, agree as follows:

1. Signal Centers agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Signal Centers as it is under the jurisdiction of Hamilton County Board of Education.
2. Signal Centers shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department and accepted by Signal Centers. The Board of Education will pay Signal Centers a sum of \$681,000.00, \$13,352.94 per student, to be paid in ten (10) equal monthly increments during the 2020-21 school year following the HCDE school calendar to serve up to and including fifty-one (51) students in full-day participation or two (2) half day participation equals one (1) full day participation. Any student transitioning at three (3) years of age after January 1, 2020, by the Board of Education generated IEP, from the Signal Centers. Early Intervention Program into the Signal Center's Preschool program will be included for participation at no additional cost to the Board of Education. These transitioned students will not be included in the fifty-one (51) number referred to above. Any student placed by IEP for a partial placement at Signal Centers, Inc. will be reimbursed at a per diem rate of \$55.00 per full day per student. IEP consultation services for students in partial placements will be reimbursed at a rate of \$40.00 per hour. These consultation services must be assigned by the Board of Education representative. Extended school year services (ESY) for up to 16 additional days beyond 180 days following the 2019-20 school year will be reimbursed at a rate of \$55.00 per half day participation and \$110.00 per full day participation per student to include all related services as stipulated in this agreement – Item #7 and will follow the HCDE ESY calendar. If the **BOARD OF EDUCATION** student requires homebound services, while enrolled at Signal Centers, and Signal Centers cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service is provided by **BOARD OF EDUCATION** staff, the monthly rate of payment (\$1,335.29) for that student will be deducted from the monthly increment payment to Signal Centers.

3. **SIGNAL CENTERS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an IEP Team meeting composed of representatives of **BOARD OF EDUCATION** and **SIGNAL CENTERS** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **SIGNAL CENTERS** facility and confer with the **SIGNAL CENTERS** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. The Assessment Team will provide all information, including a written integration report, to the IEP Team which includes a representative from the Board of Education. The IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.
6. The Board of Education and Signal Centers shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The Department and Signal Centers shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings.
7. The Board of Education, working with Signal Centers, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions by Signal Centers for all support materials and services included in this agreement. Signal Centers shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Specialized/individualized student-tailored equipment is excluded from this provision. Signal Centers will include in the IEP all related services as deemed necessary by the members of the IEP Team.
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. The Board of Education recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Signal Centers, Inc.'s services will be limited to those currently provided in the areas of:
 - (1) Speech, Language and Communication Therapy
 - (2) School Health Services (excluding 1:1 attendant/full day nursing)
 - (3) Behavior Management
 - (4) Counseling

All related services must be deemed necessary by the IEP Team not included in Item #7c. will be provided in conjunction with the Signal Center program by the Board of Education. The Board of Education representative must be included in the IEP process documenting the needs.

8. Signal Centers shall notify the Board of Education immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The Board of Education will not be responsible for continuing payments of the amount reflected in preceding paragraph #2 of this Agreement if and when a student, receiving services from Signal Centers under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Signal Centers with the option of reentry based on IEP Team recommendation.
9. All assessment information received by Signal Centers not conducted by the Board of Education, shall include a release of information to the Board of Education so that the Exceptional Education Department has access to this assessment information. Any assessment reports conducted or received by Signal Centers, Inc. while this contract is in effect shall be forwarded to the Director of Exceptional Education. Signal Centers shall have the responsibility to provide under the provisions of this contract assessments as required in the individual assessment plan:
 - a. Educational and Diagnostic Assessments
 - b. Speech and Language Evaluations
 - c. School Health Assessments
 - d. Oral Motor Feeding Evaluations
 - e. Functional Behavior Assessments

All assessment deemed necessary by the IEP Team not included in the above will be provided by the Board of Education in conjunction with the Signal Centers school program. Department representative must be in attendance in the IEP Team process documenting need.

10. This agreement is expressly conditioned on the following:
 - a. Signal Centers program is appropriate in relating to the needs of the students to be enrolled.
 - b. Signal Centers provides an educational program for at least 180 instructional days to students.
 - c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to HCDE.
 - d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - e. Signal Centers shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
 - f. Signal Centers agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. Signal Centers agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. Signal Centers, Inc. certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 for the Acts of 2011.
 - i. Signal Centers, Inc. agrees to report to the Department each instance of the use of restraint and isolation to comply with parent notification requirements of Public Chapter 457 of the Acts of 2011.

11. In all matters pertaining to the records of the student maintained by Signal Centers, Signal Centers will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Signal Centers may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Signal Centers further agrees to notify the Board of Education representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The Board of Education will not release records pertaining to a student's evaluation received from Signal Centers to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.
12. Signal Centers agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the Department to comply with Federal and State Laws.
13. **SIGNAL CENTERS** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **SIGNAL CENTERS** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by the **SIGNAL CENTERS**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **SIGNAL CENTERS** shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.
15. **SIGNAL CENTERS** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in any way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
16. Signal Centers agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having

appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.

17. A representative of the Board of Education will monitor and inspect the Signal Centers program and facility. Inspections are to be at a time reasonable to both parties.
18. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.
19. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination. This contract may be terminated immediately by the Board of Education for cause, which cause may include but not be limited to:
 - a. Non-compliance with rules, regulations and procedures (state, federal and local).
 - b. Non-compliance with any portion of this contract.
 - c. Signal Centers, Inc. requiring the Board of Education to pay for students who were not referred to Signal Centers by the Department.

Should the Board of Education terminate for cause, the Board of Education shall then withhold payments in excess of fair compensation for work completed and to require the Signal Centers to repay to them any funds expended in contravention of such conditions. In the event, Signal Centers, Inc. shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

20. Notwithstanding the above, Signal Centers shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.
21. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Board of Education's Office of Risk Management.
22. The period of this agreement is for the 2020-2021 school term starting July 1, 2020, and ending June 30, 2021, to include extended school year services for 2019-2020 IEP services.

IN WITNESS THEREOF, parties have executed this AGREEMENT as of the 18th day of June 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

President of the Board, Signal Center, Inc.

Executive Director, Signal Centers, Inc.

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Contract with Mose and Garrison Siskin Memorial Foundation, Inc.

I am respectfully requesting that you approve the attached contract with Mose and Garrison Siskin Memorial Foundation, Inc. (Siskin Children's Institute) for the 2020-2021 school year. The costs of services are \$390,000 to be paid in 10 equal payments with proof of services to serve up to 28 students. This contract will be paid from the Exceptional Education general purpose budget, this amount is already budgeted and no additional funds are required.

Thank you for your consideration of the contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June, 2020 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Mose and Garrison Siskin Memorial Foundation, Inc. (hereinafter known as Siskin Children's Institute) with its principal office in 1101 Carter Street, Chattanooga, Tennessee 37402, both of Hamilton County, Tennessee, to be effective for the 2020-2021 school year.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, Siskin Children's Institute is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and Siskin Children's Institute for the consideration hereinafter names, agree as follows:

1. Siskin Children's Institute agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Siskin Children's Institute as it is under the jurisdiction of Hamilton County Board of Education.
2. Siskin Children's Institute shall accept the responsibility for the educational training of students assigned to it by the **BOARD OF EDUCATION** and accepted by Siskin Children's Institute. The **BOARD OF EDUCATION** will pay Siskin Children's Institute, \$390,000, \$13,928.57 per student, to be paid in ten monthly increments during the 2020-2021 school year to serve up to and including twenty-eight (28) students for full-day participation. If a **BOARD OF EDUCATION** student requires homebound services, while enrolled at Siskin Children's Institute, and Siskin Children's Institute cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service provided by **BOARD OF EDUCATION** staff, the monthly rate of payment (\$1,392.86) for that student will be deducted from the monthly increment paid to Siskin Children's Institute.
3. The Assessment Team will provide all information, including a written integrated report, to the IEP Team, which includes a representative from the **BOARD OF EDUCATION**. IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.
4. The **BOARD OF EDUCATION** and Siskin Children's Institute shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The **BOARD OF EDUCATION** and Siskin Children's Institute shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. Siskin Children's Institute shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Excluding specialized / individualized, student tailored equipment, Siskin Children's Institute will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:

- a. Services needed for the student to benefit from an appropriate special education program.
- b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
- c. The **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Siskin Children's Institute services will be limited to those currently provided in the areas of:

- (1) Physical Therapy
- (2) Occupational Therapy
- (3) Speech, Language and Communication Therapy
- (4) School Health Services (excluding 1:1 Attendant/Full-Day Nursing)
- (5) Behavior Management
- (6) Assistive Technology Service
- (7) Individualized Classroom Instructional Needs

The IEP Team must deem all related services necessary. The **BOARD OF EDUCATION** will provide all related services not included in Item #3C in conjunction with the Siskin Children's Institute program. The **BOARD OF EDUCATION** representative must be included in the IEP process documenting student needs. The **BOARD OF EDUCATION** representative must be invited to every IEP meeting. If the Department (LEA) representative cannot attend, a Siskin staff member (Supervisor of Special Education or Related Services Coordinator) may serve as the **BOARD OF EDUCATION** (LEA) representative in the IEP meeting. Siskin Children's Institute and the **BOARD OF EDUCATION** will collaboratively be responsible for securing the attendance of all required members at IEP meetings.

- 5. Siskin Children's Institute will notify the **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #1 of this Agreement if and when a student, receiving services from Siskin Children's Institute under this Agreement moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Siskin School with the option of reentry based on IEP Team recommendations.
- 6. Siskin Children's Institute in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.

7. The staff of the **BOARD OF EDUCATION** may inspect the Siskin Children's Institute facility and confer with Siskin Children's Institute staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

All assessment information received by Siskin Children's Institute, not conducted by the Board of Education, must include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by Siskin Children's Institute while this contract is in effect shall be forwarded to the Director of Exceptional Education. Siskin Children's Institute shall have the responsibility to provide under the provisions of this contract, assessments as required in the individual assessment team plans:

- a. Educational and Diagnostic Assessments
- b. Vision and Hearing Screenings
- c. Physical Therapy Evaluations
- d. Occupational Therapy Evaluations
- e. Speech and Language Evaluations
- f. School Health Assessments
- g. Oral Motor Feeding Evaluations
- h. Functional Behavior Assessments
- i. Assistive Technology Evaluations

All assessments deemed necessary by the IEP Team not included in the above will be provided in conjunction with the Siskin Children's Institute program by the Board of Education. The **BOARD OF EDUCATION** representative must be in attendance in the IEP process documenting needs.

8. This agreement is expressly conditioned on the following:
 - a. Siskin Children's Institute program is appropriate in relating to the needs of the students to be enrolled.
 - b. Siskin Children's Institute provides an educational program to students, following the HCDE calendar for 180 instructional days per year plus 16 additional days for students requiring ESY services, following the HCDE Exceptional Education ESY schedule and selection guidelines.
 - c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to the **BOARD OF EDUCATION**.
 - d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - e. Siskin Children's Institute shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
 - f. Siskin Children's Institute agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. Siskin Children's Institute certifies that the staff of the facility has received training on the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
 - h. Siskin Children's Institute agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - i. Siskin Children's Institute agrees to report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

9. In all matters pertaining to the records of the student maintained by Siskin Children's Institute, Siskin Children's Institute will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the Federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Siskin Children's Institute may make such records available to authorized personnel of the **BOARD OF EDUCATION**, including special education

department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Siskin Children's Institute further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from Siskin Children's Institute to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

10. Siskin Children's Institute shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and Siskin Children's Institute ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by Siskin Children's Institute, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
11. Siskin Children's Institute shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation(TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.
12. Siskin Children's Institute herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
13. Siskin Children's Institute agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
14. Siskin Children's Institute agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any **BOARD OF EDUCATION** of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
15. A representative of the **BOARD OF EDUCATION** will monitor and inspect the Siskin Children's Institute program and facility. Inspections are to be at a time reasonable to both parties.

16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.
17. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination.

This contract may be terminated immediately by the **BOARD OF EDUCATION** for cause, which cause may include but not be limited to:

- a. Non-compliance with rules, regulations and procedures (state, federal and local).
- b. Non-compliance with any portion of this contract.
- c. Siskin Children's Institute requiring the **BOARD OF EDUCATION** to pay for students who were not referred to Siskin Children's Institute by the **BOARD OF EDUCATION**.

Should the **BOARD OF EDUCATION** terminate for cause, the **BOARD OF EDUCATION** shall then withhold payments in excess of fair compensation for work completed and to require the Siskin Children's Institute, to repay to them any funds expended in contravention of such conditions. In the event, Siskin Children's Institute shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

18. Notwithstanding the above, Siskin Children's Institute shall not be relieved of any liability to the Department for damages sustained by virtue of any breach of this contract.
19. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.
20. The period of this agreement is for the 2020-21 school term starting July 1, 2020, and ending June 30, 2021.

IN WITNESS THEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

President, Mose and Garrison Siskin
Memorial Foundation, Inc.

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Contract with Mose and Garrison Siskin Memorial Foundation, Inc.

I am respectfully requesting that you approve the attached contract with Mose and Garrison Siskin Memorial Foundation, Inc. (Siskin Children's Institute) for the 2020-2021 school year. The costs of services are \$390,000 to be paid in 10 equal payments with proof of services to serve up to 28 students. This contract will be paid from the Exceptional Education general purpose budget, this amount is already budgeted and no additional funds are required.

Thank you for your consideration of the contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June, 2020 by and between the Hamilton County Board of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee and Mose and Garrison Siskin Memorial Foundation, Inc. (hereinafter known as Siskin Children's Institute) with its principal office in 1101 Carter Street, Chattanooga, Tennessee 37402, both of Hamilton County, Tennessee, to be effective for the 2020-2021 school year.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, Siskin Children's Institute is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of the **BOARD OF EDUCATION**.

NOW, THEREFORE, **BOARD OF EDUCATION** and Siskin Children's Institute for the consideration hereinafter names, agree as follows:

1. Siskin Children's Institute agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at Siskin Children's Institute as it is under the jurisdiction of Hamilton County Board of Education.
2. Siskin Children's Institute shall accept the responsibility for the educational training of students assigned to it by the **BOARD OF EDUCATION** and accepted by Siskin Children's Institute. The **BOARD OF EDUCATION** will pay Siskin Children's Institute, \$390,000, \$13,928.57 per student, to be paid in ten monthly increments during the 2020-2021 school year to serve up to and including twenty-eight (28) students for full-day participation. If a **BOARD OF EDUCATION** student requires homebound services, while enrolled at Siskin Children's Institute, and Siskin Children's Institute cannot provide the homebound services, the **BOARD OF EDUCATION** will provide the homebound. During each month of homebound service provided by **BOARD OF EDUCATION** staff, the monthly rate of payment (\$1,392.86) for that student will be deducted from the monthly increment paid to Siskin Children's Institute.
3. The Assessment Team will provide all information, including a written integrated report, to the IEP Team, which includes a representative from the **BOARD OF EDUCATION**. IEP Team will review assessment findings, determine eligibility, and if appropriate, recommend placement and programming.
4. The **BOARD OF EDUCATION** and Siskin Children's Institute shall jointly schedule IEP Team meetings and share in the development and monitoring of the Individualized Education Program (IEP) for each student. The **BOARD OF EDUCATION** and Siskin Children's Institute shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. Siskin Children's Institute shall be responsible for the provision and implementation of the direct educational services, related services, materials and equipment portion of the program designed through these meetings. Excluding specialized / individualized, student tailored equipment, Siskin Children's Institute will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:

- a. Services needed for the student to benefit from an appropriate special education program.
- b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
- c. The **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, Siskin Children's Institute services will be limited to those currently provided in the areas of:

- (1) Physical Therapy
- (2) Occupational Therapy
- (3) Speech, Language and Communication Therapy
- (4) School Health Services (excluding 1:1 Attendant/Full-Day Nursing)
- (5) Behavior Management
- (6) Assistive Technology Service
- (7) Individualized Classroom Instructional Needs

The IEP Team must deem all related services necessary. The **BOARD OF EDUCATION** will provide all related services not included in Item #3C in conjunction with the Siskin Children's Institute program. The **BOARD OF EDUCATION** representative must be included in the IEP process documenting student needs. The **BOARD OF EDUCATION** representative must be invited to every IEP meeting. If the Department (LEA) representative cannot attend, a Siskin staff member (Supervisor of Special Education or Related Services Coordinator) may serve as the **BOARD OF EDUCATION** (LEA) representative in the IEP meeting. Siskin Children's Institute and the **BOARD OF EDUCATION** will collaboratively be responsible for securing the attendance of all required members at IEP meetings.

- 5. Siskin Children's Institute will notify the **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area. The **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #1 of this Agreement if and when a student, receiving services from Siskin Children's Institute under this Agreement moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences beyond two (2) weeks, the IEP Team shall convene to address the consideration of a change of placement. If the IEP Team recommends a change of placement to homebound/hospital, the student shall be disenrolled from Siskin School with the option of reentry based on IEP Team recommendations.
- 6. Siskin Children's Institute in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of **BOARD OF EDUCATION** and **SERVICE PROVIDER** which results in agreement regarding change or termination of the program.

7. The staff of the **BOARD OF EDUCATION** may inspect the Siskin Children's Institute facility and confer with Siskin Children's Institute staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.

All assessment information received by Siskin Children's Institute, not conducted by the Board of Education, must include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by Siskin Children's Institute while this contract is in effect shall be forwarded to the Director of Exceptional Education. Siskin Children's Institute shall have the responsibility to provide under the provisions of this contract, assessments as required in the individual assessment team plans:

- a. Educational and Diagnostic Assessments
- b. Vision and Hearing Screenings
- c. Physical Therapy Evaluations
- d. Occupational Therapy Evaluations
- e. Speech and Language Evaluations
- f. School Health Assessments
- g. Oral Motor Feeding Evaluations
- h. Functional Behavior Assessments
- i. Assistive Technology Evaluations

All assessments deemed necessary by the IEP Team not included in the above will be provided in conjunction with the Siskin Children's Institute program by the Board of Education. The **BOARD OF EDUCATION** representative must be in attendance in the IEP process documenting needs.

8. This agreement is expressly conditioned on the following:
 - a. Siskin Children's Institute program is appropriate in relating to the needs of the students to be enrolled.
 - b. Siskin Children's Institute provides an educational program to students, following the HCDE calendar for 180 instructional days per year plus 16 additional days for students requiring ESY services, following the HCDE Exceptional Education ESY schedule and selection guidelines.
 - c. The contractual agreement will require a school calendar, including minimal holiday breaks, to be submitted to the **BOARD OF EDUCATION**.
 - d. The professionals designated to work with the students shall be approved, licensed or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - e. Siskin Children's Institute shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
 - f. Siskin Children's Institute agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. Siskin Children's Institute certifies that the staff of the facility has received training on the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
 - h. Siskin Children's Institute agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - i. Siskin Children's Institute agrees to report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011.

9. In all matters pertaining to the records of the student maintained by Siskin Children's Institute, Siskin Children's Institute will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the Federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. Siskin Children's Institute may make such records available to authorized personnel of the **BOARD OF EDUCATION**, including special education

department staff, teachers, and other professionals for the purpose of educational planning and monitoring. Siskin Children's Institute further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from Siskin Children's Institute to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

10. Siskin Children's Institute shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and Siskin Children's Institute ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by Siskin Children's Institute, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
11. Siskin Children's Institute shall
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation(TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
 - c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.
12. Siskin Children's Institute herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
13. Siskin Children's Institute agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
14. Siskin Children's Institute agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any **BOARD OF EDUCATION** of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
15. A representative of the **BOARD OF EDUCATION** will monitor and inspect the Siskin Children's Institute program and facility. Inspections are to be at a time reasonable to both parties.

16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials.
17. This contract may be terminated, without cause, by either party by giving written notice to the other, at least sixty (60) days before the effective date of such termination.

This contract may be terminated immediately by the **BOARD OF EDUCATION** for cause, which cause may include but not be limited to:

- a. Non-compliance with rules, regulations and procedures (state, federal and local).
- b. Non-compliance with any portion of this contract.
- c. Siskin Children's Institute requiring the **BOARD OF EDUCATION** to pay for students who were not referred to Siskin Children's Institute by the **BOARD OF EDUCATION**.

Should the **BOARD OF EDUCATION** terminate for cause, the **BOARD OF EDUCATION** shall then withhold payments in excess of fair compensation for work completed and to require the Siskin Children's Institute, to repay to them any funds expended in contravention of such conditions. In the event, Siskin Children's Institute shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

18. Notwithstanding the above, Siskin Children's Institute shall not be relieved of any liability to the Department for damages sustained by virtue of any breach of this contract.
19. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.
20. The period of this agreement is for the 2020-21 school term starting July 1, 2020, and ending June 30, 2021.

IN WITNESS THEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

President, Mose and Garrison Siskin
Memorial Foundation, Inc.

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Therapeutic Treatment Services Agreement

I am respectfully requesting that you approve this agreement with Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital for therapeutic services for the 2020-2021 school year. The cost of this contract will not exceed \$20,000 to be paid with IDEA Part, B funds. This department has worked with this facility for several years with excellent rapport and results.

I remain pleased that Valley is willing to provide appropriate services as needed for students that require intensive services.

**EDUCATIONAL SERVICES AGREEMENT
AGENCY THERAPEUTIC TREATMENT PROGRAM**

THIS AGREEMENT, made this 18th day of June 2020, by and between the Hamilton County Department of Education (hereinafter the **Board of Education**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, and Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital, (hereinafter referred to as the **Agency**) with principal office at 2200 Morris Hill Road, Chattanooga, Tennessee, 37421, to be in effect from July 1, 2020 to June 30, 2021.

WITNESSETH

WHEREAS, the **Board of Education** is authorized under the provision of Tennessee Code Annotated, T.C.A. 49-10-107, T.C.A. 49-10-305 and T.C.A. 49-10-701 to contractually obligate themselves and the State of Tennessee to implement plan of Mandatory Act for the Individuals with Disabilities Education Act; and

WHEREAS, the **Board of Education** desires to unitize the **Agency** for referred eligible students as determined by the Individualized Education Program Team (IEP Team) for which the Board of Education is responsible for providing educational programs; and

WHEREAS, the **Agency** presently has available educational facilities, and an Accredited School Program specifically suited and designed for referred eligible students, who are determined to be eligible by the IEP Team, and desires to provide said services to the **Board of Education** under a contractual agreement.

NOW, THEREFORE, in consideration of the mutual arrangement accruing to each of the Parties hereunder, and for other good and valuable considerations hereby acknowledged, the **Board of Education** and the **Agency** hereby agree to the contract as follows:

1. The authority of the State Department of Education, the Superintendent of Schools, and all public school officials shall be as full and ample at the **Agency** as it is under the jurisdiction of the **Board of Education**.
2. The **Agency** shall comply with the federal and state laws promulgated from time to time and shall cooperate with the **Board of Education** to the extent necessary in order to maintain school approval from the State Department of Education. It is understood that the **Agency** is a state-approved school and is authorized to provide special education and related services. The **Agency** agrees to assist the **Board of Education** in any legal proceedings arising from alleged failure or violations relative to compliance with federal and state laws.

3. The **Agency** shall accept the responsibility for the educational training of each student assigned to it by the **Board of Education**.
4. Meetings to review and revise the student's Individualized Education Program (IEP) may be initiated and conducted by the Board of Education representative(s) or Agency staff. If the Agency staff initiates and conducts such a meeting or meetings, the Agency staff shall advise the parents and the Board of Education representatives in writing of the time, date, place, and purpose of the meeting. The Board of Education shall ensure that the parents have had an opportunity to participate and agree to any decisions about the Student's IEP. Further, the Board of Education representative(s) shall be involved in any decision about the Student's IEP and agree to any proposed changes in the program before those changes are implemented
5. A condition of this IEP Team referral to Agency will be that parents may utilize any available private carrier insurance. However, federal law prohibits local education agencies and contracted agencies to adversely affect the student's and/or guardian's lifetime benefits or to reimburse for medical treatment. Accordingly, the Department will not attempt to so affect a student's or parent's benefits.
6. **Agency**, within fourteen (14) calendar days of notification of request of admission, will determine the appropriateness of admission and will complete the following tasks:
 - a. File Review
 - b. School Contracts
 - c. Parent or Guardian Interview
 - d. Student Interview
 - e. IEP Team Meeting
 - f. Written and parent approved IEP, and
 - g. Interviews or contacts with other involved agencies as
 - h. deemed appropriate.
7. The **Board of Education** representative(s) and the **Agency** staff in a joint IEP Team meeting shall develop an IEP which will be specifically designed to meet the unique needs of each referred student with provisions for all support materials and services necessary for his education. IEP Team meeting reports and IEP's shall be forwarded to the Board of Education, specifically the Department of Exceptional Education. The educational program for referred students will include:
 - a. Statement of the child's present levels of educational performance.
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year.
 - c. A statement of short-term instructional objectives for each goal.
 - d. A statement of specific educational and related services needed for the child.

- e. A statement of when the services shall begin and length of time the student shall receive these services.
 - f. For a special day school program, a statement of why this student will not participate in the general education program.
 - g. A justification for the type of education placement which the child shall have.
 - h. The persons responsible for the implementation of the IEP.
 - i. Objective criteria, evaluation procedures, and schedules for determining on at least a quarterly basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the Board of Education every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The program of the child shall not be changed or terminated without an IEP team meeting composed of representatives of the Board of Education and Agency which results in agreement regarding change or termination of the program.
8. In the event that placement of the Board of Education's students are made unilaterally by parents or through government agencies without the knowledge of the Board of Education, it will be the responsibility of the **Agency** authorities to inform the parent or legal guardian that educational services may be available through the Board of Education. **Agency** agrees to execute a referral for exceptional educational services to the Board of Education representatives and obtain necessary releases from the legal guardian. If the parents do not desire a copy to be sent, then the statement obtained should be maintained on file by the agency,
9. **Agency** shall send to the Director of Exceptional Education attendance reports every 20 days. Progress reports shall be sent the parents and the **Agency** every 6 to 9 weeks relative to IEP goal and objective achievement, and report card with copies to the parents or guardian or a student over 18 years of age. Without receipt of these reports, the Board of Education shall not authorize payment.
10. Any assessment reports conducted or received by **Agency** while this contract is in effect shall be forwarded to the Board of Education's Director of Exceptional Education including psychological assessments, psychiatric evaluations and discharge summaries, social history information, and report of behavioral observations.
11. This agreement is contingent on the following:
- a. **Agency** is appropriate in relation to the needs of each referred student to be enrolled.

- b. The **Agency** facility provides an educational program for at least 180 days per year and provides extended school year program(s) for those deemed appropriate by the IEP Team.
 - c. The contractual agreement will be approved for said dates and will be reviewed every nine weeks by the Exceptional Education Department Personnel.
 - d. The professionals designated to work with referred students shall be approved/licensed or certified by the appropriate agency or agencies of the State of Tennessee and certify that they are not presently under suspension or other disciplinary action by the appropriate agency or agencies in which the facility is located.
 - e. **Agency** represents that it is duly licensed by and in good standing with the State of Tennessee, that it is properly certified to practice its specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, it has not been convicted of a felony and that no disciplinary charges have been filed against it with the relevant Tennessee licensing agency. Agency further agrees to report to the Board of Education immediately, the filing of any disciplinary charges against it with the State of Tennessee and the disposition of any such disciplinary charges. Agency further agrees to cooperate with the Board of Education in any background investigation by or on behalf of the Board of Education.
 - f. **Agency** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. **Agency** agrees to verify employment requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. **Agency** certifies that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
 - i. **Agency** will report to the Board of Education each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 and the Acts of 2011.
12. A representative of the Board of Education will monitor and inspect the **Agency** facility. Inspections are to be at a time reasonable to both parties.
13. **Agency** shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, or natural origin, and:

- a. Shall take affirmative actions to insure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability, or natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or natural origin.
 - c. The Board of Education and the **Agency** ensures that the rights and privileges available to students attending schools of the Board of Education shall be available to the students served by the **Agency**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **Agency** herein agrees to defend, indemnify and hold harmless the Board of Education and the governing bodies thereof against any and all claims, demands, actions at law or in equity, judgments, executions, leases, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Agency pursuant to this Agreement, including, without limitations, any claims that the Agency was negligent in any diagnosis, treatment or failure to diagnose or treat, and those by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child.
15. In all matters pertaining to the records of the student mentioned by the **Agency**, the **Agency** will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA) and the Federal Regulations applicable at FERPA at 34 C.F.R. Part 88 and with all state regulations relating to the privacy of such records. The Agency may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Agency further agrees to notify the Board of Education representatives who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Board of Education will not release records pertaining to a student's evaluation received from the Agency to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99. **Agency** agrees that the auditor(s) for Hamilton County, the Department, and State Department of Education, the State Comptroller's Office or those of any Department of Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and records contracts as related to said student(s), for the purpose of examination, and transcription.
16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials. Any oral modifications of this contract are not effective. This contract may be terminated by either party by giving written notice to the other, at least thirty (30) calendar days before the

effective date of such termination, if Agency fails to fulfill in a timely and proper manner their obligations under this contract, the Board of Education shall have the right to immediately terminate this contract. Not with-standing the above, Agency and its Board of Directors shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

17. **Agency** shall

- a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
- b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202

18. The **Board of Education** shall pay for the implementation of the student's IEP's as agreed upon by the Department. IEP implementation is as follows:

- a. Acute In-patient (excludes MD): \$500 per diem.
- b. Therapeutic Day School (including three group counseling sessions per week): \$190 per diem.
- c. Step-down (transition back to LEA program): \$30 per hour up to 3 weeks after discharge plus mileage at current Federal rate.
- d. A maximum of \$ 20,000 to be paid to the Agency not to exceed 10 students.

19. The length of this agreement is July 1, 2020 to June 30, 2021. This contract is terminated immediately for an individual student when that student's IEP Team deems the placement is no longer the most appropriate for that student or when a parent, guardian, or student leaves the Agency against medical discharge for any reason. In these situations, the Board of Education's financial obligation to Agency for that student is terminated.

20. Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("FIIPAA") and any current and future regulations promulgated thereunder including without limitation

the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.50 1) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

21. This contract is contingent upon the contractor providing proof of insurance naming Hamilton County Department of Education as Additional Insured or Certificate Holder with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

22. The parties to the Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the Agreement. Contractor certifies that the Facility has provided the Contractor and Contractor's Representatives, who are Covered Persons, with a copy of the Facility's Code of Conduct, and the Facility's Stark Law and Anti-Kickback Statute Policies and Procedures.

IN WITNESS THEREOF, the parties have executed this Agreement on

June 18th _____, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

Administrator
Agency Therapeutic Treatment

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Therapeutic Treatment Services Agreement

I am respectfully requesting that you approve this agreement with Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital for therapeutic services for the 2020-2021 school year. The cost of this contract will not exceed \$20,000 to be paid with IDEA Part, B funds. This department has worked with this facility for several years with excellent rapport and results.

I remain pleased that Valley is willing to provide appropriate services as needed for students that require intensive services.

**EDUCATIONAL SERVICES AGREEMENT
AGENCY THERAPEUTIC TREATMENT PROGRAM**

THIS AGREEMENT, made this 18th day of June 2020, by and between the Hamilton County Department of Education (hereinafter the **Board of Education**) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, and Parkridge Medical Centers, Inc, dba, Parkridge Valley Hospital, (hereinafter referred to as the **Agency**) with principal office at 2200 Morris Hill Road, Chattanooga, Tennessee, 37421, to be in effect from July 1, 2020 to June 30, 2021.

WITNESSETH

WHEREAS, the **Board of Education** is authorized under the provision of Tennessee Code Annotated, T.C.A. 49-10-107, T.C.A. 49-10-305 and T.C.A. 49-10-701 to contractually obligate themselves and the State of Tennessee to implement plan of Mandatory Act for the Individuals with Disabilities Education Act; and

WHEREAS, the **Board of Education** desires to unitize the **Agency** for referred eligible students as determined by the Individualized Education Program Team (IEP Team) for which the Board of Education is responsible for providing educational programs; and

WHEREAS, the **Agency** presently has available educational facilities, and an Accredited School Program specifically suited and designed for referred eligible students, who are determined to be eligible by the IEP Team, and desires to provide said services to the **Board of Education** under a contractual agreement.

NOW, THEREFORE, in consideration of the mutual arrangement accruing to each of the Parties hereunder, and for other good and valuable considerations hereby acknowledged, the **Board of Education** and the **Agency** hereby agree to the contract as follows:

1. The authority of the State Department of Education, the Superintendent of Schools, and all public school officials shall be as full and ample at the **Agency** as it is under the jurisdiction of the **Board of Education**.
2. The **Agency** shall comply with the federal and state laws promulgated from time to time and shall cooperate with the **Board of Education** to the extent necessary in order to maintain school approval from the State Department of Education. It is understood that the **Agency** is a state-approved school and is authorized to provide special education and related services. The **Agency** agrees to assist the **Board of Education** in any legal proceedings arising from alleged failure or violations relative to compliance with federal and state laws.

3. The **Agency** shall accept the responsibility for the educational training of each student assigned to it by the **Board of Education**.
4. Meetings to review and revise the student's Individualized Education Program (IEP) may be initiated and conducted by the Board of Education representative(s) or Agency staff. If the Agency staff initiates and conducts such a meeting or meetings, the Agency staff shall advise the parents and the Board of Education representatives in writing of the time, date, place, and purpose of the meeting. The Board of Education shall ensure that the parents have had an opportunity to participate and agree to any decisions about the Student's IEP. Further, the Board of Education representative(s) shall be involved in any decision about the Student's IEP and agree to any proposed changes in the program before those changes are implemented
5. A condition of this IEP Team referral to Agency will be that parents may utilize any available private carrier insurance. However, federal law prohibits local education agencies and contracted agencies to adversely affect the student's and/or guardian's lifetime benefits or to reimburse for medical treatment. Accordingly, the Department will not attempt to so affect a student's or parent's benefits.
6. **Agency**, within fourteen (14) calendar days of notification of request of admission, will determine the appropriateness of admission and will complete the following tasks:
 - a. File Review
 - b. School Contracts
 - c. Parent or Guardian Interview
 - d. Student Interview
 - e. IEP Team Meeting
 - f. Written and parent approved IEP, and
 - g. Interviews or contacts with other involved agencies as
 - h. deemed appropriate.
7. The **Board of Education** representative(s) and the **Agency** staff in a joint IEP Team meeting shall develop an IEP which will be specifically designed to meet the unique needs of each referred student with provisions for all support materials and services necessary for his education. IEP Team meeting reports and IEP's shall be forwarded to the Board of Education, specifically the Department of Exceptional Education. The educational program for referred students will include:
 - a. Statement of the child's present levels of educational performance.
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year.
 - c. A statement of short-term instructional objectives for each goal.
 - d. A statement of specific educational and related services needed for the child.

- e. A statement of when the services shall begin and length of time the student shall receive these services.
 - f. For a special day school program, a statement of why this student will not participate in the general education program.
 - g. A justification for the type of education placement which the child shall have.
 - h. The persons responsible for the implementation of the IEP.
 - i. Objective criteria, evaluation procedures, and schedules for determining on at least a quarterly basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the Board of Education every 6 to 9 weeks. Attendance reports shall be submitted every 20 days.
 - k. The program of the child shall not be changed or terminated without an IEP team meeting composed of representatives of the Board of Education and Agency which results in agreement regarding change or termination of the program.
8. In the event that placement of the Board of Education's students are made unilaterally by parents or through government agencies without the knowledge of the Board of Education, it will be the responsibility of the **Agency** authorities to inform the parent or legal guardian that educational services may be available through the Board of Education. **Agency** agrees to execute a referral for exceptional educational services to the Board of Education representatives and obtain necessary releases from the legal guardian. If the parents do not desire a copy to be sent, then the statement obtained should be maintained on file by the agency,
9. **Agency** shall send to the Director of Exceptional Education attendance reports every 20 days. Progress reports shall be sent the parents and the **Agency** every 6 to 9 weeks relative to IEP goal and objective achievement, and report card with copies to the parents or guardian or a student over 18 years of age. Without receipt of these reports, the Board of Education shall not authorize payment.
10. Any assessment reports conducted or received by **Agency** while this contract is in effect shall be forwarded to the Board of Education's Director of Exceptional Education including psychological assessments, psychiatric evaluations and discharge summaries, social history information, and report of behavioral observations.
11. This agreement is contingent on the following:
- a. **Agency** is appropriate in relation to the needs of each referred student to be enrolled.

- b. The **Agency** facility provides an educational program for at least 180 days per year and provides extended school year program(s) for those deemed appropriate by the IEP Team.
 - c. The contractual agreement will be approved for said dates and will be reviewed every nine weeks by the Exceptional Education Department Personnel.
 - d. The professionals designated to work with referred students shall be approved/licensed or certified by the appropriate agency or agencies of the State of Tennessee and certify that they are not presently under suspension or other disciplinary action by the appropriate agency or agencies in which the facility is located.
 - e. **Agency** represents that it is duly licensed by and in good standing with the State of Tennessee, that it is properly certified to practice its specialty by the relevant credentialing authority, and that as of the date of the execution of this Agreement, it has not been convicted of a felony and that no disciplinary charges have been filed against it with the relevant Tennessee licensing agency. Agency further agrees to report to the Board of Education immediately, the filing of any disciplinary charges against it with the State of Tennessee and the disposition of any such disciplinary charges. Agency further agrees to cooperate with the Board of Education in any background investigation by or on behalf of the Board of Education.
 - f. **Agency** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
 - g. **Agency** agrees to verify employment requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - h. **Agency** certifies that the staff of the facility or program has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011.
 - i. **Agency** will report to the Board of Education each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 and the Acts of 2011.
12. A representative of the Board of Education will monitor and inspect the **Agency** facility. Inspections are to be at a time reasonable to both parties.
13. **Agency** shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, or natural origin, and:

- a. Shall take affirmative actions to insure that qualified applicants are employed and that employees are treated in their employment without regard to their race, color, religion, disability, or natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability or natural origin.
 - c. The Board of Education and the **Agency** ensures that the rights and privileges available to students attending schools of the Board of Education shall be available to the students served by the **Agency**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. **Agency** herein agrees to defend, indemnify and hold harmless the Board of Education and the governing bodies thereof against any and all claims, demands, actions at law or in equity, judgments, executions, leases, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Agency pursuant to this Agreement, including, without limitations, any claims that the Agency was negligent in any diagnosis, treatment or failure to diagnose or treat, and those by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child.
15. In all matters pertaining to the records of the student mentioned by the **Agency**, the **Agency** will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA) and the Federal Regulations applicable at FERPA at 34 C.F.R. Part 88 and with all state regulations relating to the privacy of such records. The Agency may make such records available to authorized personnel of the Board of Education, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Agency further agrees to notify the Board of Education representatives who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Board of Education will not release records pertaining to a student's evaluation received from the Agency to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99. **Agency** agrees that the auditor(s) for Hamilton County, the Department, and State Department of Education, the State Comptroller's Office or those of any Department of Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and records contracts as related to said student(s), for the purpose of examination, and transcription.
16. This contract may be modified only by written amendment executed by the parties hereto and approved by the appropriate officials. Any oral modifications of this contract are not effective. This contract may be terminated by either party by giving written notice to the other, at least thirty (30) calendar days before the

effective date of such termination, if Agency fails to fulfill in a timely and proper manner their obligations under this contract, the Board of Education shall have the right to immediately terminate this contract. Not with-standing the above, Agency and its Board of Directors shall not be relieved of any liability to the Board of Education for damages sustained by virtue of any breach of this contract.

17. **Agency** shall

- a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with children or enter school grounds;
- b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and
- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202

18. The **Board of Education** shall pay for the implementation of the student's IEP's as agreed upon by the Department. IEP implementation is as follows:

- a. Acute In-patient (excludes MD): \$500 per diem.
- b. Therapeutic Day School (including three group counseling sessions per week): \$190 per diem.
- c. Step-down (transition back to LEA program): \$30 per hour up to 3 weeks after discharge plus mileage at current Federal rate.
- d. A maximum of \$ 20,000 to be paid to the Agency not to exceed 10 students.

19. The length of this agreement is July 1, 2020 to June 30, 2021. This contract is terminated immediately for an individual student when that student's IEP Team deems the placement is no longer the most appropriate for that student or when a parent, guardian, or student leaves the Agency against medical discharge for any reason. In these situations, the Board of Education's financial obligation to Agency for that student is terminated.

20. Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("FIIPAA") and any current and future regulations promulgated thereunder including without limitation

the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Each party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.50 1) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

21. This contract is contingent upon the contractor providing proof of insurance naming Hamilton County Department of Education as Additional Insured or Certificate Holder with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

22. The parties to the Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law with respect to the performance of the Agreement. Contractor certifies that the Facility has provided the Contractor and Contractor's Representatives, who are Covered Persons, with a copy of the Facility's Code of Conduct, and the Facility's Stark Law and Anti-Kickback Statute Policies and Procedures.

IN WITNESS THEREOF, the parties have executed this Agreement on

June 18th _____, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairman
Hamilton County Board of Education

Administrator
Agency Therapeutic Treatment

This document has been reviewed for the TN Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Department of Education School Board Members and
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Speech/Language Billing and Related Administrative Services Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, LLC, for billing and related administrative fees related to Medicaid reimbursement for speech, language, occupational and physical therapies, and BCBA services . This agency has satisfactorily worked with our department over the last four years. This contract will be at a rate of 20% of received Medicaid reimbursement and is to be paid from the Medicaid Reimbursement Self Funded Account no additional funds will be needed.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 18th day of June, 2020 by and between Hamilton County Department of Education (hereinafter known as "SCHOOL DISTRICT") with its principal office at 3074 Hickory Valley Road Chattanooga, TN 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd., Chattanooga, TN, 37421.

WITNESSETH

WHEREAS, the Interagency Agreement entered into by the Tennessee Board of Education (DOE), the Tennessee Department of Finance and Administration (TDFA)/Bureau of TennCare, and seven other state agencies, on July 1, 2009, allows local education agencies (LEA) to seek and obtain reimbursement from TennCare Managed Care Contractors (MCCs) for services provided under the Individuals with Disabilities Act (IDEA) to TennCare eligible students;

WHEREAS, SCHOOL DISTRICT desires that Contractor provide certain billing and related administrative services in connection with certain healthcare services described herein and to the extent covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services;

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, 2020 through June 30, 2021.
2. **Administrative Services**
 - (a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):
 - 1) On behalf of SCHOOL DISTRICT, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for speech and language services, occupational therapy services, physical therapy services, BCBA services, and any other identified eligible services that are provided to TennCare Eligible SCHOOL DISTRICT Students either by service providers who are directly employed by SCHOOL DISTRICT ("SCHOOL DISTRICT Therapists") or who have a current contract with BOARD OF EDUCATION ("Contract Therapists"). The parties acknowledge and agree that Contractor shall bill only for the foregoing services to the extent they are covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services ("TennCare Eligible SCHOOL DISTRICT Students").
 - 2) Assist in obtaining billing numbers for SCHOOL DISTRICT Therapists and Contract Therapists, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.

- 3) On behalf of all SCHOOL DISTRICT Therapists and to the extent determined reasonable by Contractor, pay required professional organization dues, state health licensure fees, professional privilege taxes, and fees related to obtaining billing numbers for SCHOOL DISTRICT Therapists.
- 4) Maintain online clinical documentation system for medical records, provide update. Provide access and training to special education staff (both therapists and others) upon request.
- 5) Train SCHOOL DISTRICT Therapists and Contract Therapists as needed on documentation and clinical requirements related to Administrative Services.
- 6) 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 healthcare privacy laws.
- 7) Accumulate process and submit encounter information for reimbursement.
- 8) Provide monthly management reports to SCHOOL DISTRICT with claim and reimbursement information.
- 9) Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- 10) 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.

(b) 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 Therapists or Contracted Therapists 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.

(c) 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.

(d) 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, provided, however, that Contractor shall be entitled to a lien on any revenue or income otherwise due HCDE to the extent of any unpaid Billing Services as described within this agreement or any Therapy Services as described in separate agreement between the parties, that are more than 30 days late. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(e) 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 employees or Contract Employees for TennCare Eligible SCHOOL DISTRICT Students.

3. Compensation.

a) In consideration for the Administrative Services provided by Contractor SCHOOL DISTRICT agrees to pay Contractor a Fee equal to twenty percent (20%) of total revenues received in connection to services provided by SCHOOL DISTRICT employees or contracted employees to eligible HCDE students during the term of the agreement.

b) 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 upon receipt of Contractor's invoice therefor.

c) 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

4. 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).

5. 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 Therapists 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.

6. Professional Liability Insurance. With respect to the Stellar Therapists, Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

7. 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.

8. 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, 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.

9. 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 Therapists or the Stellar Therapists and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. 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 Therapists and ContractTherapists 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.

11. Indemnification. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

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 Employees or Contract Employees 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

Dr. Bryan Johnson, Superintendent
Hamilton County Department of Education

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Board Chairman
Hamilton County Board of Education

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Address for Notices:

3074 Hickory Valley Road
Chattanooga, TN 37421

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT
Authorization and Acknowledgement of Compliance

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.

SCHOOL DISTRICT

Date

Stellar Therapy Services, LLC

Date

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Department of Education School Board Members and
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Speech/Language Billing and Related Administrative Services Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, LLC, for billing and related administrative fees related to Medicaid reimbursement for speech, language, occupational and physical therapies, and BCBA services . This agency has satisfactorily worked with our department over the last four years. This contract will be at a rate of 20% of received Medicaid reimbursement and is to be paid from the Medicaid Reimbursement Self Funded Account no additional funds will be needed.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 18th day of June, 2020 by and between Hamilton County Department of Education (hereinafter known as "SCHOOL DISTRICT") with its principal office at 3074 Hickory Valley Road Chattanooga, TN 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 6172 Airways Blvd., Chattanooga, TN, 37421.

WITNESSETH

WHEREAS, the Interagency Agreement entered into by the Tennessee Board of Education (DOE), the Tennessee Department of Finance and Administration (TDFA)/Bureau of TennCare, and seven other state agencies, on July 1, 2009, allows local education agencies (LEA) to seek and obtain reimbursement from TennCare Managed Care Contractors (MCCs) for services provided under the Individuals with Disabilities Act (IDEA) to TennCare eligible students;

WHEREAS, SCHOOL DISTRICT desires that Contractor provide certain billing and related administrative services in connection with certain healthcare services described herein and to the extent covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services;

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, 2020 through June 30, 2021.
2. **Administrative Services**
 - (a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):
 - 1) On behalf of SCHOOL DISTRICT, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for speech and language services, occupational therapy services, physical therapy services, BCBA services, and any other identified eligible services that are provided to TennCare Eligible SCHOOL DISTRICT Students either by service providers who are directly employed by SCHOOL DISTRICT ("SCHOOL DISTRICT Therapists") or who have a current contract with BOARD OF EDUCATION ("Contract Therapists"). The parties acknowledge and agree that Contractor shall bill only for the foregoing services to the extent they are covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services ("TennCare Eligible SCHOOL DISTRICT Students").
 - 2) Assist in obtaining billing numbers for SCHOOL DISTRICT Therapists and Contract Therapists, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.

- 3) On behalf of all SCHOOL DISTRICT Therapists and to the extent determined reasonable by Contractor, pay required professional organization dues, state health licensure fees, professional privilege taxes, and fees related to obtaining billing numbers for SCHOOL DISTRICT Therapists.
- 4) Maintain online clinical documentation system for medical records, provide update. Provide access and training to special education staff (both therapists and others) upon request.
- 5) Train SCHOOL DISTRICT Therapists and Contract Therapists as needed on documentation and clinical requirements related to Administrative Services.
- 6) 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 healthcare privacy laws.
- 7) Accumulate process and submit encounter information for reimbursement.
- 8) Provide monthly management reports to SCHOOL DISTRICT with claim and reimbursement information.
- 9) Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- 10) 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.

(b) 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 Therapists or Contracted Therapists 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.

(c) 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.

(d) 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, provided, however, that Contractor shall be entitled to a lien on any revenue or income otherwise due HCDE to the extent of any unpaid Billing Services as described within this agreement or any Therapy Services as described in separate agreement between the parties, that are more than 30 days late. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(e) 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 employees or Contract Employees for TennCare Eligible SCHOOL DISTRICT Students.

3. Compensation.

a) In consideration for the Administrative Services provided by Contractor SCHOOL DISTRICT agrees to pay Contractor a Fee equal to twenty percent (20%) of total revenues received in connection to services provided by SCHOOL DISTRICT employees or contracted employees to eligible HCDE students during the term of the agreement.

b) 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 upon receipt of Contractor's invoice therefor.

c) 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

4. 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).

5. 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 Therapists 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.

6. Professional Liability Insurance. With respect to the Stellar Therapists, Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

7. 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.

8. 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, 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.

9. 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 Therapists or the Stellar Therapists and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. 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 Therapists and ContractTherapists 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.

11. Indemnification. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

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 Employees or Contract Employees 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

Dr. Bryan Johnson, Superintendent
Hamilton County Department of Education

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Board Chairman
Hamilton County Board of Education

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Address for Notices:

3074 Hickory Valley Road
Chattanooga, TN 37421

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT
Authorization and Acknowledgement of Compliance

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.

SCHOOL DISTRICT

Date

Stellar Therapy Services, LLC

Date

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Speech/Language Services Private and Home School Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, for the provision of speech and language services to Private and Home School students. This agency has satisfactorily worked with our department. Their provision of licensed therapist greatly contributes to the system's provision of speech and language services. This contract is for the private school proportional services plan paid for from the IDEA, Part B Grant \$ 511,916; IDEA, Preschool Grant \$ 16,483 and anticipated IDEA, Part B Carry Over Amount \$ 19,019 not to exceed \$547,418.

**SPEECH/LANGUAGE ASSESSMENT
AND THERAPY SERVICES AGREEMENT
FOR PRIVATE AND HOME SCHOOL STUDENTS**

This Agreement is made and entered into as of this day by and between the Hamilton County Department of Education (hereinafter termed the Department) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421 and Stellar Therapy Services, LLC, (provider), 6172 Airways Blvd, #122, Chattanooga, Tennessee 37421.

1. Services and Term. The Provider will administer speech-language evaluations and therapy to private and home school students of the Department as assigned by the responsible representative of the respective department during the 2020-21 school year (July 1, 2020 through June 30, 2021).

2. The Department will pay the Provider for speech and language evaluations and therapeutic services provided by a Speech-Language Pathologist for eligible students enrolled in private or home schools at the rate of **\$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by a Speech-Language Clinical Fellow, the hourly rate will be **\$85.00** per hour. When these services are provided by a Speech-Language Pathology Assistant, the hourly rate will be **\$75.00** per hour. Administrative scheduling of these services are not specifically billed, but are included in this hourly rate.

3. The Department will pay the Provider for Occupational Therapy and Physical Therapy evaluations and therapeutic services for eligible students enrolled in private or home schools at the rate of **\$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by an Occupational Therapy Assistant or Physical Therapist Assistant, the hourly rate will be **\$75.00** per hour. There is a 2 hour minimum per OT or PT therapist or assistant, per scheduled day. Administrative scheduling of

these services is not specifically billed, but is included in this hourly rate.

4. Total expenditures to the Department under this contract will not exceed \$547,418.

5. Further Terms and Conditions

A. The Department will provide appropriate referral information and written permission for testing to the Provider immediately following assignment by the Department. The Department and the Provider will, after execution of this Agreement, establish arrangements for the prompt delivery of referrals and reports.

B. Provider will contact the appropriate school personnel at the school where the referred student attends to make testing arrangements.

C. Upon completion of the evaluation(s), the Provider will prepare and transmit a complete report meeting the local formal guidelines to the Department. These reports will be complete and will state the decision relative to **certification** criteria (not eligibility).

D. In determining whether a student meets the criteria for eligibility, Provider will follow the Tennessee Rules, Regulations and Minimum Standards for Special Education, the Tennessee Department of Education Special Education Manual, and the Department Manual. The Provider agrees to maintain a current familiarity with all state and federal guidelines and regulations for the evaluation of handicapping condition(s). The Department will provide copies of Department manuals and offer staff development programs from time to time.

E. Turnaround time for evaluations will not exceed twenty (20) school days from the time the Provider accepts a referral until the report is sent to the Department. Any exceptions to these timelines will be reported to the Department with the reasons stated in writing. The Provider will bill the Department at the first of each month for evaluations and therapy completed during the previous month.

F. Speech/language individual and/or group therapy will be provided as deemed appropriate by the Provider. Therapy progress reports for each student will be given by the Provider at the regularly scheduled reporting dates of the respective Department.

G. Provider certifies that during all times covered by this Agreement he/she has

in force professional liability insurance coverage.

H. Provider hereby agrees to defend, indemnify and hold harmless the Department and the respective governing body thereof against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Provider pursuant to this Agreement, including, without limitation, any claim that the Provider was negligent in any diagnosis, or in failing to diagnose properly.

I. In all matters pertaining to the records of the student maintained by the Provider, the Provider will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Provider may make such records available to authorized personnel of the Department, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Provider further agrees to notify the Department representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Department will not release records pertaining to a student's evaluation received from the Provider to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 24 C.F.R. Part 99.

a. Provider 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 Records, Disability Information, Grades, Date of Birth, Address, Race, Gender and enrollment Record.

b. Provider as authorized representative of the 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 the District.

c. Provider agrees to destroy all confidential student information when it is no longer needed or purposes of fulfilling its obligations under the above referenced contract.

d. Provider understands that it may have access to student demographic data for who it does not provide direct service and acknowledges that I may not use this or any student level data for solicitation purposes. Further, the Provider understands that it will be held liable for breaches of confidentiality that occur due to misuse of data.

J. Provider represents that each Speech/Language Pathologist contracted with are in good standing with the State of Tennessee and that as of the date of the execution of this Agreement, he/she has not been convicted of a felony and that no disciplinary charges have been filed against him/her with the State Board of Examiners for Speech Pathology and Audiology and the Board of the American Speech and Hearing Association. Provider further agrees to report to the Department immediately the filing of any disciplinary charges against him/her with the Board of the American Speech and Hearing Association and the disposition of any such disciplinary charges. Provider further agrees to cooperate with the Department in any background investigation undertaken by or on behalf of the Department.

K. Provider shall invoice the Department on a monthly basis for the fees under this Agreement, and the District shall be responsible for paying all fees upon receipt of Provider's invoice therefor.

6. Termination. This Agreement may be terminated by the Department or the Provider without cause upon written notice given at least thirty (30) days before the proposed effective date of such termination. In the event of termination by the Department, the Provider shall be entitled to receive compensation as outlined in this Agreement for any evaluations

satisfactorily completed as of the termination date. This Agreement may also be terminated immediately by the Department upon written notice for the following reasons:

- a. Failure of the Provider to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the Department under this Agreement.
- b. Failure of the Provider to: Agree to the release of all investigative release records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by Sec. 49-5-406(a)(1)(A); and (2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds. The employee and/or applicant shall pay the cost for the criminal background check.
- c. Failure of the Provider to comply with any obligation under this Agreement.
- d. The Provider offering or rendering any services to students for compensation under this Agreement unless the student was specifically referred by the Department for services under this Agreement.
- e. Failure of the Provider to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.
- f. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

7. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting the Provider from the development of his or her private professional practice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th
day of June, 2020.

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Dr. Bryan Johnson, Superintendent
Hamilton County School System

Board Chairman
Hamilton County Board of Education

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director Exceptional Education

Date: June 18, 2020

Re: Speech/Language Services Private and Home School Agreement

I am respectfully requesting that you approve this agreement with Stellar Therapy, for the provision of speech and language services to Private and Home School students. This agency has satisfactorily worked with our department. Their provision of licensed therapist greatly contributes to the system's provision of speech and language services. This contract is for the private school proportional services plan paid for from the IDEA, Part B Grant \$ 511,916; IDEA, Preschool Grant \$ 16,483 and anticipated IDEA, Part B Carry Over Amount \$ 19,019 not to exceed \$547,418.

**SPEECH/LANGUAGE ASSESSMENT
AND THERAPY SERVICES AGREEMENT
FOR PRIVATE AND HOME SCHOOL STUDENTS**

This Agreement is made and entered into as of this day by and between the Hamilton County Department of Education (hereinafter termed the Department) with its principal office at 3074 Hickory Valley Road, Chattanooga, Tennessee 37421 and Stellar Therapy Services, LLC, (provider), 6172 Airways Blvd, #122, Chattanooga, Tennessee 37421.

1. Services and Term. The Provider will administer speech-language evaluations and therapy to private and home school students of the Department as assigned by the responsible representative of the respective department during the 2020-21 school year (July 1, 2020 through June 30, 2021).

2. The Department will pay the Provider for speech and language evaluations and therapeutic services provided by a Speech-Language Pathologist for eligible students enrolled in private or home schools at the rate of **\$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by a Speech-Language Clinical Fellow, the hourly rate will be **\$85.00** per hour. When these services are provided by a Speech-Language Pathology Assistant, the hourly rate will be **\$75.00** per hour. Administrative scheduling of these services are not specifically billed, but are included in this hourly rate.

3. The Department will pay the Provider for Occupational Therapy and Physical Therapy evaluations and therapeutic services for eligible students enrolled in private or home schools at the rate of **\$100.00** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by an Occupational Therapy Assistant or Physical Therapist Assistant, the hourly rate will be **\$75.00** per hour. There is a 2 hour minimum per OT or PT therapist or assistant, per scheduled day. Administrative scheduling of

these services is not specifically billed, but is included in this hourly rate.

4. Total expenditures to the Department under this contract will not exceed \$547,418.

5. Further Terms and Conditions

A. The Department will provide appropriate referral information and written permission for testing to the Provider immediately following assignment by the Department. The Department and the Provider will, after execution of this Agreement, establish arrangements for the prompt delivery of referrals and reports.

B. Provider will contact the appropriate school personnel at the school where the referred student attends to make testing arrangements.

C. Upon completion of the evaluation(s), the Provider will prepare and transmit a complete report meeting the local formal guidelines to the Department. These reports will be complete and will state the decision relative to **certification** criteria (not eligibility).

D. In determining whether a student meets the criteria for eligibility, Provider will follow the Tennessee Rules, Regulations and Minimum Standards for Special Education, the Tennessee Department of Education Special Education Manual, and the Department Manual. The Provider agrees to maintain a current familiarity with all state and federal guidelines and regulations for the evaluation of handicapping condition(s). The Department will provide copies of Department manuals and offer staff development programs from time to time.

E. Turnaround time for evaluations will not exceed twenty (20) school days from the time the Provider accepts a referral until the report is sent to the Department. Any exceptions to these timelines will be reported to the Department with the reasons stated in writing. The Provider will bill the Department at the first of each month for evaluations and therapy completed during the previous month.

F. Speech/language individual and/or group therapy will be provided as deemed appropriate by the Provider. Therapy progress reports for each student will be given by the Provider at the regularly scheduled reporting dates of the respective Department.

G. Provider certifies that during all times covered by this Agreement he/she has

in force professional liability insurance coverage.

H. Provider hereby agrees to defend, indemnify and hold harmless the Department and the respective governing body thereof against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Provider pursuant to this Agreement, including, without limitation, any claim that the Provider was negligent in any diagnosis, or in failing to diagnose properly.

I. In all matters pertaining to the records of the student maintained by the Provider, the Provider will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Provider may make such records available to authorized personnel of the Department, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Provider further agrees to notify the Department representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Department will not release records pertaining to a student's evaluation received from the Provider to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 24 C.F.R. Part 99.

a. Provider 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 Records, Disability Information, Grades, Date of Birth, Address, Race, Gender and enrollment Record.

b. Provider as authorized representative of the 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 the District.

c. Provider agrees to destroy all confidential student information when it is no longer needed or purposes of fulfilling its obligations under the above referenced contract.

d. Provider understands that it may have access to student demographic data for who it does not provide direct service and acknowledges that I may not use this or any student level data for solicitation purposes. Further, the Provider understands that it will be held liable for breaches of confidentiality that occur due to misuse of data.

J. Provider represents that each Speech/Language Pathologist contracted with are in good standing with the State of Tennessee and that as of the date of the execution of this Agreement, he/she has not been convicted of a felony and that no disciplinary charges have been filed against him/her with the State Board of Examiners for Speech Pathology and Audiology and the Board of the American Speech and Hearing Association. Provider further agrees to report to the Department immediately the filing of any disciplinary charges against him/her with the Board of the American Speech and Hearing Association and the disposition of any such disciplinary charges. Provider further agrees to cooperate with the Department in any background investigation undertaken by or on behalf of the Department.

K. Provider shall invoice the Department on a monthly basis for the fees under this Agreement, and the District shall be responsible for paying all fees upon receipt of Provider's invoice therefor.

6. Termination. This Agreement may be terminated by the Department or the Provider without cause upon written notice given at least thirty (30) days before the proposed effective date of such termination. In the event of termination by the Department, the Provider shall be entitled to receive compensation as outlined in this Agreement for any evaluations

satisfactorily completed as of the termination date. This Agreement may also be terminated immediately by the Department upon written notice for the following reasons:

- a. Failure of the Provider to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the Department under this Agreement.
- b. Failure of the Provider to: Agree to the release of all investigative release records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by Sec. 49-5-406(a)(1)(A); and (2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds. The employee and/or applicant shall pay the cost for the criminal background check.
- c. Failure of the Provider to comply with any obligation under this Agreement.
- d. The Provider offering or rendering any services to students for compensation under this Agreement unless the student was specifically referred by the Department for services under this Agreement.
- e. Failure of the Provider to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.
- f. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

7. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting the Provider from the development of his or her private professional practice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th
day of June, 2020.

Melissa Christopher, Executive Director
Stellar Therapy Services, LLC

Holly Christopher, Administrator
Stellar Therapy Services, LLC

Dr. Bryan Johnson, Superintendent
Hamilton County School System

Board Chairman
Hamilton County Board of Education

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Contract with Orange Grove Center, Inc.

I am respectfully requesting that you approve the attached contract with Orange Grove Center, Inc. for the 2020-2021 school year. Funds will be disbursed in 12 equal installments and will not exceed \$1,397,380 for up to 45 students. This contract will be paid with Exceptional Education General Purpose funds. These funds are already budgeted and no additional funds are requested.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June, 2020 by and between the Hamilton County Department of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, and Orange Grove Center, Incorporated, (hereinafter known as **OGC**) with principal office at 615 Derby Street, both of Hamilton County, Tennessee, to be effective for the 2020-2021 school year.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **OGC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of **BOARD OF EDUCATION**.

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

1. **OGC** agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at **OGC** as it is under the jurisdiction of Hamilton County Board of Education.
2. **OGC** shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department. **BOARD OF EDUCATION** will pay **OGC** a sum of \$1,397,380.00 or \$31,052.89 per student for 45 students, to be paid in twelve (12) equal monthly increments during the 2020-2021 school year, for full-day student participation. Enrollment over the total full-day participation number of students will be paid on a per diem rate, based upon the needs of the student. It is understood and agreed by and between the parties that the **BOARD OF EDUCATION** is solely responsible for determining whether **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. The **BOARD OF EDUCATION** students attending **OGC** will attend up to 225 school days. The 225 school days include 180 days of traditional school calendar year attendance and up to 45 days of extended school year (ESY). The IEP team will determine the amount of extended school year (ESY) for each student, based on supporting data. The IEP team should meet regarding the extended school year (ESY) decision early enough in the spring of the school year to ensure that parents can meaningfully exercise their due process rights, if they wish to challenge the ESY decision. The extended school year (ESY) decision must be made before the start of summer. The **BOARD OF EDUCATION** recommends the IEP team review the data to determine extended school year (ESY) need by the end of the third nine weeks of the school year.

If a **BOARD OF EDUCATION** student attending **OGC** requires homebound educational services outside of **OGC** as directed by the IEP Team and **OGC** cannot provide this service, **BOARD OF EDUCATION** will provide the service. If a **BOARD OF EDUCATION** student is placed in a residential treatment facility by a physician, **BOARD OF EDUCATION** staff will monitor the implementation of the student's IEP. During each month of homebound service provided by **BOARD OF EDUCATION** staff or residential treatment service provided a student, after being admitted by a physician, the monthly rate of payment for that student will be deducted from the monthly increment payment to **OGC**. The monthly rate deducted will be \$2,587.74.

3. **OGC** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of the **BOARD OF EDUCATION** and **OGC** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **OGC'S** facility and confer with **OGC'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. **OGC** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **OGC** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by **OGC**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
6. **OGC** shall:
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **BOARD OF EDUCATION** will provide a school psychologist to coordinate initial and reevaluation assessments for the **BOARD OF EDUCATION** students attending **OGC**. The assessment team will be comprised of appropriate team members as outlined by the Tennessee Department of Education (TDOE), Division of Special Education and will include representatives from the **BOARD OF EDUCATION** and **OGC**. The assessment team will provide all information, including a written integrated report, to the IEP team.

As previously stated, the **BOARD OF EDUCATION** is solely responsible for determining if **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. Students must be identified as having significant multiple needs and/or a diagnosis of Severe Intellectual Disability. **BOARD OF EDUCATION** students entering **OGC** must only meet the registration and health requirements established by **BOARD OF EDUCATION**.

8. **BOARD OF EDUCATION** and **OGC** shall jointly share in the development and monitoring of the individualized education program (IEP) for each student. **BOARD OF EDUCATION** and **OGC** shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. A draft IEP should be available for review at least three days prior to every IEP meeting.
9. **OGC** shall notify **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area and when a student is no longer attending **OGC**. **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #3 of this Agreement if and when a student, receiving services from **OGC** under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences (beyond two weeks), the IEP Team shall convene to address the need for a change of placement.
10. **BOARD OF EDUCATION**, working with **OGC**, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions for all support materials and services necessary for his/her education. **OGC** will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, **OGC's** services will be limited to those currently provided in the areas of:
 - (1) Physical Therapy
 - (2) Occupational Therapy
 - (3) School Health Services
 - (4) Speech, Language and Communication Services
 - (5) Transportation
 - (6) Behavior Management Services
 - (7) Vision and Audiology Services
 - (8) Assistive Technology Services
 - (9) Implementation of all IEP goals and objectives

11. All assessment information received by **OGC**, not conducted by the **BOARD OF EDUCATION**, shall include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by **OGC** while this contract is in effect shall be forwarded to the Director of Exceptional Education. **OGC** shall complete all assessments necessary to determine student eligibility to include:
 - a. Educational and diagnostic assessments
 - b. Vision and hearing results
 - c. Physical and/or occupational therapy evaluations
 - d. Speech and language evaluations
 - e. Augmentative communication evaluations
 - f. Oral motor assessments
 - g. Assistive technology evaluations
 - h. Prevocational/vocational evaluations

12. This agreement is contingent on the following:
 - a. **OGC's** program is appropriate in relation to the needs of the students to be enrolled.
 - b. The **OGC** facility shall make available a comprehensive educational program for up to forty-five (45) or full day participation students, as stipulated in contract point #2.
 - c. The professionals designated to work with the students shall be approved, licensed, or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - d. **OGC** agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - e. **OGC** certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011 amended T.C.A. Title 49, Chapter 10, Section 13.
 - f. **OGC** will report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011 amended T.C.A. title 49, Chapter 10, Section 13.

13. Termination. This agreement may be terminated by the **BOARD OF EDUCATION** or **OGC** for cause upon written notice given at least twenty (20) days before the proposed effective date of such termination, if the cause of such termination has not been corrected to the satisfaction of the party terminating the agreement within such period of time. For these purposes, "cause" shall include, but not be limited to, the following:
 - a. Failure of **OGC** to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the System under this Agreement.
 - b. Failure of **OGC** to comply with any obligation under this Agreement.
 - c. Failure of **OGC** to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.In the event of such termination, **OGC** shall be entitled to receive compensation in accordance with the terms of this Agreement for services rendered up to the termination date.

14. A representative of the **BOARD OF EDUCATION** will monitor and inspect the **OGC** program and facility. Inspections are to be at a time reasonable to both parties.

15. In all matters pertaining to the records of the student maintained by **OGC**, **OGC** will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. **OGC** may make such records available to authorized personnel of

HCDE, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. **OGC** further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from **OGC** to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

16. **OGC** agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
17. **OGC** agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
18. Notwithstanding the above, **OGC** shall not be relieved of any liability to the **BOARD OF EDUCATION** for damages sustained by virtue of any breach of this contract.
19. **OGC** shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
20. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting **OGC** from the development of its private professional practice.
21. **OGC** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
22. **OGC** agrees to verify employment eligibility requirements for all contract employees to the Department of Homeland Security and U.S. Citizenship and Immigration services.
23. **OGC** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
24. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.
25. The term of this agreement is from July 1, 2020 to June 30, 2021 for the 225 school days of service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairperson
Hamilton County Board of Education

Tera Roberts, Chief Executive Director
Orange Grove Center, Inc.

Sharon Matthews, Board President
Orange Grove Center, Inc.

This document has been reviewed for the TN
Department of Education by:

Assistant Commissioner of Special Populations

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Exceptional Education - Contract with Orange Grove Center, Inc.

I am respectfully requesting that you approve the attached contract with Orange Grove Center, Inc. for the 2020-2021 school year. Funds will be disbursed in 12 equal installments and will not exceed \$1,397,380 for up to 45 students. This contract will be paid with Exceptional Education General Purpose funds. These funds are already budgeted and no additional funds are requested.

Thank you for your consideration of this contract.

**HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION**

CONTRACT FOR SPECIAL EDUCATION SERVICES

This agreement made this 18th day of June, 2020 by and between the Hamilton County Department of Education (hereinafter known as **BOARD OF EDUCATION**) with its principal office at 3074 Hickory Valley Road, and Orange Grove Center, Incorporated, (hereinafter known as **OGC**) with principal office at 615 Derby Street, both of Hamilton County, Tennessee, to be effective for the 2020-2021 school year.

WITNESSETH

WHEREAS, T.C.A. §49-10-107, T.C.A. §49-10-305 and T.C.A. §49-10-701 provide that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students.

WHEREAS, **BOARD OF EDUCATION** in order to provide a proper comprehensive and well implemented Special Education Program, finds it desirable to acquire the services of another agency.

WHEREAS, **OGC** is an agency having appropriate programs, capacity and competence to provide Special Education services for children who are the responsibility of **BOARD OF EDUCATION**.

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

1. **OGC** agrees to be subject to and operate under the rules and regulations of the Tennessee Department of Education and the Hamilton County Board of Education. Accordingly, the authority of the State Department of Education, the Hamilton County Superintendent of Schools, and all Hamilton County public school officials shall be as full and ample at **OGC** as it is under the jurisdiction of Hamilton County Board of Education.
2. **OGC** shall accept the responsibility for the educational training of students assigned to it by the Board of Education Exceptional Education Department. **BOARD OF EDUCATION** will pay **OGC** a sum of \$1,397,380.00 or \$31,052.89 per student for 45 students, to be paid in twelve (12) equal monthly increments during the 2020-2021 school year, for full-day student participation. Enrollment over the total full-day participation number of students will be paid on a per diem rate, based upon the needs of the student. It is understood and agreed by and between the parties that the **BOARD OF EDUCATION** is solely responsible for determining whether **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. The **BOARD OF EDUCATION** students attending **OGC** will attend up to 225 school days. The 225 school days include 180 days of traditional school calendar year attendance and up to 45 days of extended school year (ESY). The IEP team will determine the amount of extended school year (ESY) for each student, based on supporting data. The IEP team should meet regarding the extended school year (ESY) decision early enough in the spring of the school year to ensure that parents can meaningfully exercise their due process rights, if they wish to challenge the ESY decision. The extended school year (ESY) decision must be made before the start of summer. The **BOARD OF EDUCATION** recommends the IEP team review the data to determine extended school year (ESY) need by the end of the third nine weeks of the school year.

If a **BOARD OF EDUCATION** student attending **OGC** requires homebound educational services outside of **OGC** as directed by the IEP Team and **OGC** cannot provide this service, **BOARD OF EDUCATION** will provide the service. If a **BOARD OF EDUCATION** student is placed in a residential treatment facility by a physician, **BOARD OF EDUCATION** staff will monitor the implementation of the student's IEP. During each month of homebound service provided by **BOARD OF EDUCATION** staff or residential treatment service provided a student, after being admitted by a physician, the monthly rate of payment for that student will be deducted from the monthly increment payment to **OGC**. The monthly rate deducted will be \$2,587.74.

3. **OGC** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an individualized education program which will be specifically designed to meet the unique needs of the children enrolled with provision for all support materials and services necessary for their education. The education program for each child shall include:
 - a. A statement of the child's present levels of educational performance
 - b. A statement of annual goals which describe the educational performance to be achieved by the end of the school year,
 - c. A statement of short term instructional objectives,
 - d. A statement of specific educational related services needed by the child,
 - e. The date when these services will begin and length of time the services will be given,
 - f. A description of the extent to which the child will participate in regular education programs, if any.
 - g. A justification for the type of education placement, which the child will have,
 - h. The persons responsible for the implementation of the individualized education program,
 - i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
 - j. Progress reports shall be sent to the parents and the **BOARD OF EDUCATION** every 9 weeks. Attendance reports shall be submitted every 20 days to the **BOARD OF EDUCATION**.
 - k. The programs of the child shall not be changed or terminated without an I.E.P. Team meeting composed of representatives of the **BOARD OF EDUCATION** and **OGC** which results in agreement regarding change or termination of the program.
4. The staff of the **BOARD OF EDUCATION** may inspect the **OGC'S** facility and confer with **OGC'S** staff to insure compliance with the program. Inspections are to be at times reasonable to both parties.
5. **OGC** shall not discriminate against any applicant for employment because of race, color, religion, or natural origin, and:
 - a. Shall take affirmative actions to insure that applicants are employed and employees are treated during employment without regard to their race, color, natural origin, and
 - b. Shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or natural origin.
 - c. **BOARD OF EDUCATION** and **OGC** ensures that the rights and privileges available to children attending schools of **BOARD OF EDUCATION** shall be available to the children served by **OGC**, including due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
6. **OGC** shall:
 - a. Require all applicants for employment and all current employees to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;
 - b. Not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

- c. Not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

7. **BOARD OF EDUCATION** will provide a school psychologist to coordinate initial and reevaluation assessments for the **BOARD OF EDUCATION** students attending **OGC**. The assessment team will be comprised of appropriate team members as outlined by the Tennessee Department of Education (TDOE), Division of Special Education and will include representatives from the **BOARD OF EDUCATION** and **OGC**. The assessment team will provide all information, including a written integrated report, to the IEP team.

As previously stated, the **BOARD OF EDUCATION** is solely responsible for determining if **OGC** is an appropriate placement for any particular **BOARD OF EDUCATION** student. Students must be identified as having significant multiple needs and/or a diagnosis of Severe Intellectual Disability. **BOARD OF EDUCATION** students entering **OGC** must only meet the registration and health requirements established by **BOARD OF EDUCATION**.

8. **BOARD OF EDUCATION** and **OGC** shall jointly share in the development and monitoring of the individualized education program (IEP) for each student. **BOARD OF EDUCATION** and **OGC** shall have the opportunity to provide a representative to attend and participate in the IEP Team meetings. A draft IEP should be available for review at least three days prior to every IEP meeting.
9. **OGC** shall notify **BOARD OF EDUCATION** immediately and not to exceed seven (7) days when it learns that a student is no longer a resident of a Hamilton County School zone area and when a student is no longer attending **OGC**. **BOARD OF EDUCATION** will not be responsible for continuing payments of the amount reflected in preceding paragraph #3 of this Agreement if and when a student, receiving services from **OGC** under this Agreement, moves, relocates, or otherwise changes residence to a system or area outside the Hamilton County School zone. In the event that a student's attendance reflects excessive absences (beyond two weeks), the IEP Team shall convene to address the need for a change of placement.
10. **BOARD OF EDUCATION**, working with **OGC**, shall develop an individualized education program which will be specifically designed to meet the unique needs of each student with provisions for all support materials and services necessary for his/her education. **OGC** will include in the IEP all related services as deemed necessary by the members of the IEP Team. Provisions for related services are as follows:
 - a. Services needed for the student to benefit from an appropriate special education program.
 - b. Services needed to obtain a complete diagnostic profile necessary to determine special education program and appropriate related services.
 - c. **BOARD OF EDUCATION** recognizes that some students will be in need of certain related services as determined by the IEP Team. Under the provision of this contract, **OGC's** services will be limited to those currently provided in the areas of:
 - (1) Physical Therapy
 - (2) Occupational Therapy
 - (3) School Health Services
 - (4) Speech, Language and Communication Services
 - (5) Transportation
 - (6) Behavior Management Services
 - (7) Vision and Audiology Services
 - (8) Assistive Technology Services
 - (9) Implementation of all IEP goals and objectives

11. All assessment information received by **OGC**, not conducted by the **BOARD OF EDUCATION**, shall include a release of information to the **BOARD OF EDUCATION** so that the **BOARD OF EDUCATION** has access to this assessment information. Any assessment reports conducted or received by **OGC** while this contract is in effect shall be forwarded to the Director of Exceptional Education. **OGC** shall complete all assessments necessary to determine student eligibility to include:
 - a. Educational and diagnostic assessments
 - b. Vision and hearing results
 - c. Physical and/or occupational therapy evaluations
 - d. Speech and language evaluations
 - e. Augmentative communication evaluations
 - f. Oral motor assessments
 - g. Assistive technology evaluations
 - h. Prevocational/vocational evaluations

12. This agreement is contingent on the following:
 - a. **OGC's** program is appropriate in relation to the needs of the students to be enrolled.
 - b. The **OGC** facility shall make available a comprehensive educational program for up to forty-five (45) or full day participation students, as stipulated in contract point #2.
 - c. The professionals designated to work with the students shall be approved, licensed, or certified by the appropriate agency or agencies of the State of Tennessee verifying that they are not presently under suspension or subject to other disciplinary action by the appropriate agency or agencies of the State of Tennessee.
 - d. **OGC** agrees to verify employment eligibility requirements for all contract employees according to the Department of Homeland Security and U.S. Citizenship and Immigration services.
 - e. **OGC** certifies that the staff of the facility has received training in the appropriate use of restraint and isolation as mandated by Public Chapter 457 of the Acts of 2011 amended T.C.A. Title 49, Chapter 10, Section 13.
 - f. **OGC** will report to the **BOARD OF EDUCATION** each instance of the use of restraint and isolation to comply with parental notification requirements of Public Chapter 457 of the Acts of 2011 amended T.C.A. title 49, Chapter 10, Section 13.

13. Termination. This agreement may be terminated by the **BOARD OF EDUCATION** or **OGC** for cause upon written notice given at least twenty (20) days before the proposed effective date of such termination, if the cause of such termination has not been corrected to the satisfaction of the party terminating the agreement within such period of time. For these purposes, "cause" shall include, but not be limited to, the following:
 - a. Failure of **OGC** to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the System under this Agreement.
 - b. Failure of **OGC** to comply with any obligation under this Agreement.
 - c. Failure of **OGC** to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.In the event of such termination, **OGC** shall be entitled to receive compensation in accordance with the terms of this Agreement for services rendered up to the termination date.

14. A representative of the **BOARD OF EDUCATION** will monitor and inspect the **OGC** program and facility. Inspections are to be at a time reasonable to both parties.

15. In all matters pertaining to the records of the student maintained by **OGC**, **OGC** will comply with the Family Educational Rights and Privacy Act, 20 USC 1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. **OGC** may make such records available to authorized personnel of

HCDE, including special education department staff, teachers, and other professionals for the purpose of educational planning and monitoring. **OGC** further agrees to notify the **BOARD OF EDUCATION** representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this agreement. The **BOARD OF EDUCATION** will not release records pertaining to a student's evaluation received from **OGC** to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 34 C.F.R. Part 99.

16. **OGC** agrees to assist, by attending the preparatory meetings and providing the necessary paperwork, prior to trial at no additional cost to the system, in any legal proceedings arising from alleged failure of the **BOARD OF EDUCATION** to comply with Federal and State Laws.
17. **OGC** agrees that the auditor for Hamilton County, the Hamilton County Department, the State Comptroller's Office or those of any Department of the Federal Government, having appropriate jurisdiction to require access, shall have and be given access to any and all books, documents and recording contracts for the purpose of examination, experts and transcription.
18. Notwithstanding the above, **OGC** shall not be relieved of any liability to the **BOARD OF EDUCATION** for damages sustained by virtue of any breach of this contract.
19. **OGC** shall certify that all students referred will be served by certified and/or licensed teachers and therapists and no teacher or therapist not in good standing with his/her licensing/certifying agency will serve any students so referred.
20. Miscellaneous. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting **OGC** from the development of its private professional practice.
21. **OGC** agrees to fully and completely comply with TCA 49-5-413 regarding background checks on persons in positions requiring proximity to school children.
22. **OGC** agrees to verify employment eligibility requirements for all contract employees to the Department of Homeland Security and U.S. Citizenship and Immigration services.
23. **OGC** herein agrees to protect, defend, indemnify, and hold harmless the **BOARD OF EDUCATION**, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with the **BOARD OF EDUCATION**.
24. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.
25. The term of this agreement is from July 1, 2020 to June 30, 2021 for the 225 school days of service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Board Chairperson
Hamilton County Board of Education

Tera Roberts, Chief Executive Director
Orange Grove Center, Inc.

Sharon Matthews, Board President
Orange Grove Center, Inc.

This document has been reviewed for the TN
Department of Education by:

Assistant Commissioner of Special Populations

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
EXCEPTIONAL EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421**

MEMORANDUM

TO: Hamilton County School Board Members
Dr. Bryan Johnson, Superintendent

FROM: Patricia Russell, Director of Social Emotional Learning & K-12 School Counseling

DATE: June 18, 2020

RE: Memorandum of Understanding with Centerstone Mental Health Centers, Inc.

I am requesting that the Board approve the attached Memorandum of Understanding (MOU) between the Hamilton County Department of Education, Division of Exceptional Education, and Centerstone Community Mental Health Centers, Inc. The purpose of this MOU is to provide school-based mental health services, in Hamilton County schools, for students exhibiting significant emotional and behavioral challenges.

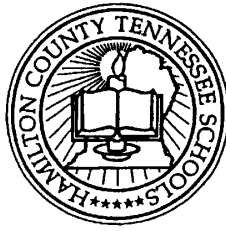
- Centerstone offers school-based services within many Tennessee schools. Providing integrated mental health treatment for children and adolescents, school-based therapists/case managers work within preschool, elementary, middle and high school classrooms helping students overcome behavioral, emotional, or social problems that interfere with success at school and at home. Common issues may include:
 - Aggression
 - Anxiety
 - Depression
 - Isolation
 - Poor social skills
 - Stress
 - Trauma
 - Truancy

School-Based Therapists help students reduce disruptive behavior and improve self-monitoring skills. Integrated as members of the school team, therapists/case managers serve youth in a familiar setting, offering little interruption to their school day. School-based services include:

- Individual and group therapy
- Family counseling
- Classroom observations
- Risk assessments, as needed (suicidal or homicidal)
- Specialized training and support services for parents and teachers
- Collaboration with other community providers
- Linkage to additional community resources

Teachers, school counselors, principals, and parents refer students into the program. Programs may be funded by state or federal grants, or TennCare. HCDE will not be asked to pay for or bill for any services. We will only be referring students, based on needs. All funding is handled by Centerstone.

Thank you in advance for your consideration of this request.



MEMORANDUM OF UNDERSTANDING (MOU)
Hamilton County Department of Education
and
Centerstone Community Mental Health Centers, Inc.

The School-Based Services division of Centerstone Community Mental Health Centers, Inc. agrees to enter into an annually renewable agreement with Hamilton County Board of Education. Centerstone will employ staff that will provide School-Based Mental Health Services in designated Hamilton County Schools. The staff will be an employee of Centerstone's School-Based Program and will have experience working with school age children who have emotional and behavioral challenges.

Hamilton County Schools will:

- provide a suitable private space for individual counseling
- develop a referral system for services
- support the counseling services to allow the School-Based Therapist access to the students and classrooms when needed
- include School-Based Therapist in IEP meetings, S-teams, and other appropriate meetings
- provide feedback on the performance of the School-Based Therapist as requested

Centerstone will:

- provide School-Based Therapists who will be full time in Hamilton County
- provide administrative and clinical supervision for staff weekly
- provide liability insurance as required by HCDE
- maintain caseload of 30 clients that meet insurance requirements (15 for part time)
- facilitate access and referrals to other clinic services and community based programs
- provide Individual and/or Family Therapy services
- provide therapy groups with identified clients when feasible
- conduct home visits as needed
- provide teacher consultation, support, and training as deemed necessary
- safeguard all rights of the child as legally and ethically required
- communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- coordinate services with the child's mental health provider and other pertinent community staff
- communicate with parents/guardians regarding student's behavior as necessary
- keep all documentation (progress notes, care plans, assessments) in Centerstone agency's electronic medical record
- ensure staff has access to a cell phone and laptop

Centerstone's School-Based Therapist hired to work within Hamilton County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Hamilton County Board of Education's hiring policies and Centerstone will be able to produce the required documentation if requested.

All Centerstone applicants for employment and all current employees must supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds;

Hamilton County Schools will not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and

Hamilton County Schools will not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. [§ 40-39-202](#).

Centerstone agrees to protect, defend, indemnify, and hold harmless Hamilton County Schools, as well as its agents and employees, against any and all claims, demands or causes of action asserting any injuries, losses or costs, including, but not limited to, court costs or attorneys' fees, arising out of or in way related to the rendering of services pursuant to this Agreement or its relationship with Hamilton County Schools.

This agreement will take effect August 1, 2020 and will end June 30, 2021 and is renewable each year. Centerstone or Hamilton County Board of Education may cancel this agreement with ninety days written notice.

Superintendent of Schools Date
Hamilton County Board of Education

Chairman of the Board Date
Hamilton County Board of Education

Ken Stewart, Regional Vice President Date
Centerstone

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
EXCEPTIONAL EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421**

MEMORANDUM

TO: Hamilton County School Board Members
Dr. Bryan Johnson, Superintendent

FROM: Patricia Russell, Director of Social Emotional Learning & K-12 School Counseling

DATE: June 18, 2020

RE: Memorandum of Understanding with Centerstone Mental Health Centers, Inc.

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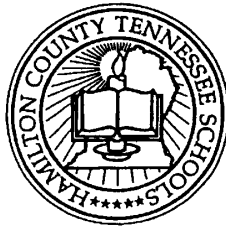
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- Classroom observations
- Risk assessments, as needed (suicidal or homicidal)
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Teachers, school counselors, principals, and parents refer students into the program. Programs may be funded by state or federal grants, or TennCare. HCDE will not be asked to pay for or bill for any services. We will only be referring students, based on needs. All funding is handled by Centerstone.

Thank you in advance for your consideration of this request.



MEMORANDUM OF UNDERSTANDING (MOU)
Hamilton County Department of Education
and
Centerstone Community Mental Health Centers, Inc.

The School-Based Services division of Centerstone Community Mental Health Centers, Inc. agrees to enter into an annually renewable agreement with Hamilton County Board of Education. Centerstone will employ staff that will provide School-Based Mental Health Services in designated Hamilton County Schools. The staff will be an employee of Centerstone's School-Based Program and will have experience working with school age children who have emotional and behavioral challenges.

Hamilton County Schools will:

- provide a suitable private space for individual counseling
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- maintain caseload of 30 clients that meet insurance requirements (15 for part time)
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- provide Individual and/or Family Therapy services
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- conduct home visits as needed
- provide teacher consultation, support, and training as deemed necessary
- safeguard all rights of the child as legally and ethically required
- communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- coordinate services with the child's mental health provider and other pertinent community staff
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- keep all documentation (progress notes, care plans, assessments) in Centerstone agency's electronic medical record
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Centerstone's School-Based Therapist hired to work within Hamilton County Schools will meet all standards set by Centerstone's credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Hamilton County Board of Education's hiring policies and Centerstone will be able to produce the required documentation if requested.

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Superintendent of Schools Date
Hamilton County Board of Education

Chairman of the Board Date
Hamilton County Board of Education

Ken Stewart, Regional Vice President Date
Centerstone

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2019

Re: Agreement with City of Chattanooga
Department of Youth and Family Development
Head Start / Early Head Start Program

I am respectfully requesting that you approve the attached agreement with City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program. The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and Department of Youth and Family Development Head Start / Early Start Program in the provision of services to preschool children eligible for special education in compliance with Federal and Tennessee State laws and regulations. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT
HEAD START / EARLY HEAD START PROGRAM**

This agreement is between Hamilton County Department of Education (LEA) and the City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program (hereafter known as AGENCY) for a period of August 1, 2020 through June 30, 2021.

A. Purpose Statement

The purpose of this agreement is to establish working procedures between LEA and the AGENCY in the provision of services to preschool children eligible for special education in compliance with Federal and Tennessee State laws and regulations.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that children eligible for preschool special education services receive a free and appropriate public education, as required by law. In the least restrictive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. Program Mandates

Responsibility of School District:

1. Locate and identify all preschool children with disabilities within their jurisdiction.
2. Provide services to preschool children with disabilities on a mandatory basis following IDEA including providing comprehensive evaluations of children with suspected disabilities by appropriate personnel using appropriate instruments.
3. Provide preschool children (3-5) with disabilities a free and appropriate public education (FAPE) including the development and implementation of an Individualized Education Plan (IEP).

4. Place preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers to the maximum extent possible.
5. Comply with the revised standards for Chapter 0520-12-01 Infant/Toddler, Preschool, and School-Age Extended Care Programs for certification purposes.
6. Work with appropriate community agencies to provide services to preschool children with disabilities.

Responsibility of the AGENCY

1. Recruit, enroll and serve eligible children age's three to five. No less than 10 percent of the total number of enrollment opportunities in the AGENCY shall be made available for children with disabilities who are eligible who to participate.
2. Screen all enrolled children for potential problems in the areas of health and development.
3. Refer children with suspicion of a disability to LEA for appropriate diagnostic evaluation.
4. Participate in the development and implementation of the IEP for children with disabilities (with parent participation) based on diagnostic information.
5. Comply with the revised standards for Chapter 0520-12-01 Infant/Toddler, Preschool, and School-Age Extended Care Programs for certification purposes.
6. Work closely with other community agencies in order to provide services to children with disabilities.

C. Service Implementation

1. Child Find/Screening

LEA will:

- a. staff referrals for appropriate evaluations made by the AGENCY.
- b. respond to parental requests.
- c. share information on screening determination made by school system.

AGENCY will:

- a. conduct community needs assessments,
- b. contact community agencies and individuals who serve children with disabilities,
- c. advertise services through newspapers, flyers, radio spots and other printed materials and share staff and facilities for joint screening, information and coordinate instrument/procedures,
- d. receive information on potential enrollees from LEA,
- e. screen all enrolled children within 45 calendar days of entry into the program,
- f. maintain a minimum of 10% enrollment of children with disabilities.

2. Referral for Evaluation

LEA will:

Review referrals and provide appropriate evaluations for children with suspected disabilities.

AGENCY will:

- a. refer children who fail screening to appropriate LEA professionals for review and evaluation, if appropriate,
- b. assist LEA, when needed, in contacting and involving parents in the referral and evaluation process,
- c. complete pre referral data.

3. Comprehensive Evaluation

LEA will:

Provide comprehensive appropriate evaluations for children with suspected disabilities.

AGENCY will:

Provide observation data, adaptive behavior data and social history as needed for children referred to LEA evaluation.

4. Individual Education Plan

LEA will:

- a. conduct meetings and develop an IEP within 40 days of assessment team meeting.
- b. facilitate active involvement of parents in the IEP process.
- c. provide exceptional education direct or consultative services to eligible students as agreed upon by the IEP teams with the AGENCY and LEA representation.
- d. provide weekly tabulation of services (assessment, therapy, etc.) to the AGENCY disability coordinator for tracking purposes.
- e. assign a LEA case manager and maintain exceptional education files following LEA requirements.
- f. provide on-site access of student files to disability coordinator.
- g. with parent notification and permission provide Head Start copies of student eligibility documentation, IEP meeting notices and meeting minutes.
- h. conduct annual review meetings.

AGENCY will:

- a. allow existing instructional materials in classrooms to be used by LEA SLPs.
- b. be notified of all meetings.
- c. assure participation of the AGENCY classroom teacher in meetings.
- d. coordinate with other AGENCY staff to assure integration of services.
- e. provide use of copy machine at each center.

D. Confidentiality

The LEA and the AGENCY shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

E. Training and Technical Assistance

LEA will:

- a. include AGENCY staff in appropriate training and technical assistance activities.
- b. jointly plan training and technical assistance activities, include specific procedures and regulations for each agency.
- c. offer on-site assistance to individual teachers and staff members, as needed.

AGENCY will:

- d. notify LEA staff of appropriate training and technical assistance activities,
- e. determine staff needs assessment in the area of training,
- f. jointly plan specialized training based on needs assessments.

Counting and Reporting Children with Disabilities

LEA will:

Complete and maintain census.

F. Transition Plan

Transition plan will be jointly developed to ensure a smooth transition from the AGENCY to the appropriate (LRE) as determined by the IEP team at Kindergarten age and will include:

- a. develop a process for sharing information,
- b. provide training about LEA and expectations for staff and families,
- c. arrange visits, when appropriate, for children and families to the receiving schools.

G. Termination / Review

This agreement will be reviewed by the Director of Exceptional Education and the Department of Youth and Family Development Director on an as needed basis or at least once annually. This agreement may be terminated by either party upon thirty (30) days written notice.

H. Compliance Procedure

City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program herein agrees to hold the LEA System harmless from any and all claims by third parties, for damages, including personal injuries resulting from any negligent act or omission of City of Chattanooga employees, to full extent of governmental liability limits under the Tennessee Governmental Tort Liability Act at T.C.A. 829-20-101 et seq. Any obligation of the Department of Youth and Family Development Head Start / Early Head Start Program to indemnify and hold HCDE harmless is limited to the provisions of the Tennessee Governmental Tort Liability Act.

The Department of Youth and Family Development Head Start / Early Head Start Program agrees that no qualified individual shall be discriminated against under this agreement based upon such individual's disability as contemplated by the Americans with Disabilities Act (Pub. L. 101-336).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Chairman of the Board
Hamilton County Board of Education

Garfield Adams, Director
Exceptional Education
Hamilton County Schools

Sherry Hutsell, Director
Department of Youth and Family Development
Head Start / Early Head Start Program

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
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From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2019

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I am respectfully requesting that you approve the attached agreement with City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program. The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and Department of Youth and Family Development Head Start / Early Start Program in the provision of services to preschool children eligible for special education in compliance with Federal and Tennessee State laws and regulations. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT
HEAD START / EARLY HEAD START PROGRAM**

This agreement is between Hamilton County Department of Education (LEA) and the City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program (hereafter known as AGENCY) for a period of August 1, 2020 through June 30, 2021.

A. Purpose Statement

The purpose of this agreement is to establish working procedures between LEA and the AGENCY in the provision of services to preschool children eligible for special education in compliance with Federal and Tennessee State laws and regulations.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that children eligible for preschool special education services receive a free and appropriate public education, as required by law. In the least restrictive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. Program Mandates

Responsibility of School District:

1. Locate and identify all preschool children with disabilities within their jurisdiction.
2. Provide services to preschool children with disabilities on a mandatory basis following IDEA including providing comprehensive evaluations of children with suspected disabilities by appropriate personnel using appropriate instruments.
3. Provide preschool children (3-5) with disabilities a free and appropriate public education (FAPE) including the development and implementation of an Individualized Education Plan (IEP).

4. Place preschool children with disabilities in the least restrictive environment with an opportunity to interact with non-disabled peers to the maximum extent possible.
5. Comply with the revised standards for Chapter 0520-12-01 Infant/Toddler, Preschool, and School-Age Extended Care Programs for certification purposes.
6. Work with appropriate community agencies to provide services to preschool children with disabilities.

Responsibility of the AGENCY

1. Recruit, enroll and serve eligible children age's three to five. No less than 10 percent of the total number of enrollment opportunities in the AGENCY shall be made available for children with disabilities who are eligible who to participate.
2. Screen all enrolled children for potential problems in the areas of health and development.
3. Refer children with suspicion of a disability to LEA for appropriate diagnostic evaluation.
4. Participate in the development and implementation of the IEP for children with disabilities (with parent participation) based on diagnostic information.
5. Comply with the revised standards for Chapter 0520-12-01 Infant/Toddler, Preschool, and School-Age Extended Care Programs for certification purposes.
6. Work closely with other community agencies in order to provide services to children with disabilities.

C. Service Implementation

1. Child Find/Screening

LEA will:

- a. staff referrals for appropriate evaluations made by the AGENCY.
- b. respond to parental requests.
- c. share information on screening determination made by school system.

AGENCY will:

- a. conduct community needs assessments,
- b. contact community agencies and individuals who serve children with disabilities,
- c. advertise services through newspapers, flyers, radio spots and other printed materials and share staff and facilities for joint screening, information and coordinate instrument/procedures,
- d. receive information on potential enrollees from LEA,
- e. screen all enrolled children within 45 calendar days of entry into the program,
- f. maintain a minimum of 10% enrollment of children with disabilities.

2. Referral for Evaluation

LEA will:

Review referrals and provide appropriate evaluations for children with suspected disabilities.

AGENCY will:

- a. refer children who fail screening to appropriate LEA professionals for review and evaluation, if appropriate,
- b. assist LEA, when needed, in contacting and involving parents in the referral and evaluation process,
- c. complete pre referral data.

3. Comprehensive Evaluation

LEA will:

Provide comprehensive appropriate evaluations for children with suspected disabilities.

AGENCY will:

Provide observation data, adaptive behavior data and social history as needed for children referred to LEA evaluation.

4. Individual Education Plan

LEA will:

- a. conduct meetings and develop an IEP within 40 days of assessment team meeting.
- b. facilitate active involvement of parents in the IEP process.
- c. provide exceptional education direct or consultative services to eligible students as agreed upon by the IEP teams with the AGENCY and LEA representation.
- d. provide weekly tabulation of services (assessment, therapy, etc.) to the AGENCY disability coordinator for tracking purposes.
- e. assign a LEA case manager and maintain exceptional education files following LEA requirements.
- f. provide on-site access of student files to disability coordinator.
- g. with parent notification and permission provide Head Start copies of student eligibility documentation, IEP meeting notices and meeting minutes.
- h. conduct annual review meetings.

AGENCY will:

- a. allow existing instructional materials in classrooms to be used by LEA SLPs.
- b. be notified of all meetings.
- c. assure participation of the AGENCY classroom teacher in meetings.
- d. coordinate with other AGENCY staff to assure integration of services.
- e. provide use of copy machine at each center.

D. Confidentiality

The LEA and the AGENCY shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

E. Training and Technical Assistance

LEA will:

- a. include AGENCY staff in appropriate training and technical assistance activities.
- b. jointly plan training and technical assistance activities, include specific procedures and regulations for each agency.
- c. offer on-site assistance to individual teachers and staff members, as needed.

AGENCY will:

- d. notify LEA staff of appropriate training and technical assistance activities,
- e. determine staff needs assessment in the area of training,
- f. jointly plan specialized training based on needs assessments.

Counting and Reporting Children with Disabilities

LEA will:

Complete and maintain census.

F. Transition Plan

Transition plan will be jointly developed to ensure a smooth transition from the AGENCY to the appropriate (LRE) as determined by the IEP team at Kindergarten age and will include:

- a. develop a process for sharing information,
- b. provide training about LEA and expectations for staff and families,
- c. arrange visits, when appropriate, for children and families to the receiving schools.

G. Termination / Review

This agreement will be reviewed by the Director of Exceptional Education and the Department of Youth and Family Development Director on an as needed basis or at least once annually. This agreement may be terminated by either party upon thirty (30) days written notice.

H. Compliance Procedure

City of Chattanooga Department of Youth and Family Development Head Start / Early Head Start Program herein agrees to hold the LEA System harmless from any and all claims by third parties, for damages, including personal injuries resulting from any negligent act or omission of City of Chattanooga employees, to full extent of governmental liability limits under the Tennessee Governmental Tort Liability Act at T.C.A. 829-20-101 et seq. Any obligation of the Department of Youth and Family Development Head Start / Early Head Start Program to indemnify and hold HCDE harmless is limited to the provisions of the Tennessee Governmental Tort Liability Act.

The Department of Youth and Family Development Head Start / Early Head Start Program agrees that no qualified individual shall be discriminated against under this agreement based upon such individual's disability as contemplated by the Americans with Disabilities Act (Pub. L. 101-336).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Chairman of the Board
Hamilton County Board of Education

Garfield Adams, Director
Exceptional Education
Hamilton County Schools

Sherry Hutsell, Director
Department of Youth and Family Development
Head Start / Early Head Start Program

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Exceptional Education – Agreement with County-Operated Detention Centers

I am respectfully requesting that you approve the attached agreement with the Hamilton County Juvenile Detention Unit. The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and any County-Operated Detention Center in the provision of services to eligible children with disabilities, who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education in compliance with Federal and Tennessee State laws and regulations. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
HAMILTON COUNTY JUVENILE DETENTION UNIT**

This agreement is between the Hamilton County Department of Education (LEA) and Hamilton County Juvenile Detention Unit (hereafter know as AGENCY) for a period of July 01, 2020 through June 30, 2021.

A. PURPOSE

The purpose of this agreement is to establish working procedures between the LEA and AGENCY in provision of services to all eligible children with disabilities who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that eligible children for special education services receive a free and appropriate public education, as required by law. In the least restrictive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. APPLICABILITY

This policy applies to all children with disabilities who are legally mandated to receive an education in Tennessee through the school year in which their 22nd birthday occurs while being detained or incarcerated in county-operated detention centers; however, the obligation to make FAPE available to all children with disabilities does not apply with respect to children aged 18 through 21 who, in their last educational placement prior to their incarceration in an adult correctional facility, were not actually identified as being a child with a disability and did not have an IEP.

C. REFERENCES

- State Board of Education Rules, Regulations and Minimum Standards, *TN ADC 0520-1-9*.
- Individuals with Disabilities Education Act (IDEA), *20 U.S.C. §1400 et seq.* and accompanying regulations, *34 C.F.R. § 300 et seq*
- Section 504 of the Rehabilitation Act 1973, *29 U.S.C. § 706(8), 794, 794a, 794b* and accompanying regulations, *34 C.F.R. § 104.1 et seq.*
- Americans with Disabilities Act (ADA), *42 U.S.C. § 12101*

D. DEFINITIONS

Words and phrases used in this Policy shall have the following definitions:

“Detainee” – a person who is being held awaiting trial or has been convicted of a crime and is incarcerated.

“Local Education Agency” – means a public school district within the State of Tennessee which is mandated to provide educational services to eligible children.

“County-operated Detention Centers” – shall include, but not be limited to, the local juvenile detention center, the county and/or city jail, and penal farms. Detainees who are county prisoners shall be educated or caused to be educated by the LEA. Detainees who are state prisoners, and who are in the custody of the county jail, shall be educated by the Department of Corrections (DOC) and/or the Department of Children’s Services (DCS), or caused to be educated by the LEA serving the county operated detention center.

E. PROCEDURES

1. Identification of Children with Disabilities in County-Operated Detention Centers

Upon determining that a detainee will be detained for 10 days or longer, each county-operated detention center shall implement systematic referral procedures to assure that detainees who are identified as having disabilities, or suspected of having disabilities, are referred to the LEA or other appropriate agency. The referral procedures will include the following steps:

(a.)The county-operated detention center shall identify each detainee who has a disability, is suspected of having a disability, or who previously received special education services under IDEA, Section 504, or the ADA.

(b.)Identification data to be obtained shall include information pertaining to:

- any known or suspected disability;
- the last school attended and any special services received;
- school records (assessment/evaluation reports, cumulative records, etc.) if available;
- the detainee's age and desire to receive educational services;
- if the detainee is over 18 years of age and does not want to receive educational services, a written explanation shall be obtained.

[Detention centers may utilize Form A (attached) to obtain identification information from detainees.]

2. Referral to the LEA for Assessment

County-operated detention centers shall forward all available identification information on detainees to the LEA where the facility is located. If the detainee is a state prisoner, the information will be forwarded to the DOC or DCS. Upon receipt of the information, the LEA shall ensure that the following steps are completed within 45 days from the date of referral:

- a) Within 72 hours, a review will be conducted to determine whether the detainee has current academic and special education records, received special education services in the last placement, and had an Individual Education Plan (IEP).
- b) Where the detainee has current records and an IEP, the LEA or appropriate agency shall proceed to Part C of this Policy – Implementation of Educational Plan.
- c) For detainees suspected of having a disability and/or do not have current assessment data or an IEP available, special education staff will request the academic and special education records from the detainee's last school placement. Periodic follow-up shall be made to ensure that the records are received in a timely manner.

- d) Upon receipt of the school records, special education staff shall determine whether further assessments are warranted based on a suspected physical and/or mental impairment, including: health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- e) Detainees shall be evaluated in accordance with the State Board Rules for Special Education Programs and Services.
- f) Within 10 days of receiving a referral from a county-operated detention center, the LEA or appropriate agency shall designate a staff member who will serve as the IEP team Chairperson and who shall be responsible for:
 - o providing written notice to parents of detainees who have not reached the age of 18 years, requesting consent from the parents to evaluate the detainee. Signed parental consent shall be obtained prior to an initial evaluation. If parental consent cannot be obtained after reasonable efforts, the LEA may initiate a due process hearing to obtain consent.
 - o designating members of the IEP team.
- g) The IEP team Chairperson shall also be responsible for developing a written plan which identifies areas where information needs to be collected through individual or in-depth assessment of all areas related to the suspected disability. Each person who conducts an individual assessment shall prepare a written report for consideration by the IEP team.
- h) If the IEP team Chairperson is not knowledgeable in the area of the suspected impairment, he/she shall make sure that such persons help develop the assessment plan. The individual assessment should provide descriptive and prescriptive information that is adequate to assist in planning an appropriate program for the detainee. The individual assessment shall include a comprehensive vocational assessment for every detainee 16 years of age or older. In the IEP team's discretion, a comprehensive vocational assessment may be included for detainees who have not reached 16 years of age.
- i) No single procedure shall be used to assess whether or not a detainee has a physical or mental impairment or as the sole criterion for determining an appropriate educational program. Tests and other materials used to assess a detainee must be selected and administered so as not to be discriminatory on a racial or cultural basis and must be provided and administered in the detainee's native language or other mode of communication and in a form

most likely to yield accurate information on what the detainee knows and can do academically, developmentally and functionally.

- j) The integrated assessment report shall be completed and submitted to the IEP team Chairperson. After receiving the Assessment Team Report, the Chairperson shall convene an IEP team meeting for the purpose of determining whether the detainee is eligible for special education and related services. The IEP team shall include the following participants:
- (1) The parents of the detainee;
 - (2) Not less than one regular education teacher of the detainee (if the detainee is, or may be, participating in the regular education environment);
 - (3) Not less than one special education teacher of the detainee, or where appropriate, not less than one special education provider of the detainee;
 - (4) A representative of the LEA who--
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of detainee with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the LEA;
 - (5) An individual who can interpret the instructional implications of evaluation results;
 - (6) At the discretion of the parent or LEA, other individuals who have knowledge or special expertise regarding the detainee, including related services personnel as appropriate; and
 - (7) Whenever appropriate, the detainee.
- k) If the IEP team determines that a detainee is eligible to receive special education and/or related services, the IEP team shall be responsible for developing an IEP or an appropriate plan for the detainee. If parental consent for special education and/or related services is refused, or the parent fails to respond to a request for consent to the provision of special education and/or related services, the LEA may not initiate a due process hearing to obtain an order that services be provided and the LEA will not be in violation of its duty to provide FAPE to the detainee in such instances.

- l) In conducting psychological or psychiatric evaluations to determine eligibility for educational services or to assist in formulating an appropriate educational plan, evaluators will adhere to detainees' constitutional rights as they pertain to criminal matters that may be unrelated to the proposed psycho-educational assessment. Detainees are not to be questioned in educational evaluations about underlying events or charges that led to their confinement.

3. Implementation of Educational Plan

Each LEA or appropriate agency, in coordination with the county-operated detention center, must provide special education and related services to detainees with disabilities in accordance with the IEP or a Section 504 Plan. Current IEPs must be reviewed and one of the following actions shall be implemented:

- a) Continuation of current IEP

Implement the IEP as written. The LEA or appropriate agency can determine that the IEP is current, appropriate, and can be implemented as written in the county-operated detention center.

- b) Development of a New IEP

- o The IEP or Section 504 Plan must be implemented after completion by the IEP team. The LEA or appropriate agency shall ensure that all IEPs or Section 504 Plans meet the standards specified in the State Board of Special Education Rules and Regulations and Section 504 of the Rehabilitation Act 1973 and accompanying regulations, respectively.

4. Detainee/Parental Rights & Confidentiality of Records

- a) The LEA or appropriate agency shall implement, with respect to actions regarding the identification, evaluation, or educational placement of persons, who because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes prior written notice, an opportunity for the parents/guardians to examine relevant records, an impartial hearing with opportunity for participation by the person's parents/guardians and representation by counsel, and a review procedure.
- b) The LEA or appropriate agency shall ensure that the detainee and parents/guardians are given their procedural safeguards and due process

rights consistent with the State Board Rules for Special Education Programs and Services.

- c) Parents/guardians maintain the right to inspect any and all data that are subject to collection and the right to appeal the accuracy of any such information. The access of unauthorized persons to personally identifiable data without parent/guardian consent is forbidden. Confidentiality standards will be maintained in accordance with State Board Rules for Special Education Programs and Services.

F. SPECIAL CONSIDERATIONS

In delivering educational services to detainees in minimum- and maximum-security county-operated detention centers, special consideration shall be given to the following:

- o Location of the educational program in a secure area with adequate security staff assigned in and/or outside of the classroom as needed.
- o Implementation of Discipline Rules which detainees will be required to follow in order to participate in the educational program. The Rules shall prohibit any behavior or conduct (verbal or physical) which poses a threat to the safety of the detainee or others in the educational setting.
- o Training of all staff involved in implementing the educational program in county-operated detention centers.
- o Contracting with outside agencies (where appropriate) to deliver education services in county operated detention centers.
- o Ensuring that the educational program is staffed appropriately with certified or licensed special education staff to render services designated in a detainee's IEP or Section 504 Plan.
- o Developing a plan for delivering educational services to detainees through the joint efforts of more than one LEA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th
day of June 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Exceptional Education, Director
Hamilton County Schools

Chairman of the Board
Hamilton County Board of Education

Hamilton County Juvenile Court Judge
Hamilton County Juvenile Detention Unit

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

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E. PROCEDURES

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Upon determining that a detainee will be detained for 10 days or longer, each county-operated detention center shall implement systematic referral procedures to assure that detainees who are identified as having disabilities, or suspected of having disabilities, are referred to the LEA or other appropriate agency. The referral procedures will include the following steps:

(a.)The county-operated detention center shall identify each detainee who has a disability, is suspected of having a disability, or who previously received special education services under IDEA, Section 504, or the ADA.

(b.)Identification data to be obtained shall include information pertaining to:

- any known or suspected disability;
- the last school attended and any special services received;
- school records (assessment/evaluation reports, cumulative records, etc.) if available;
- the detainee's age and desire to receive educational services;
- if the detainee is over 18 years of age and does not want to receive educational services, a written explanation shall be obtained.

[Detention centers may utilize Form A (attached) to obtain identification information from detainees.]

2. Referral to the LEA for Assessment

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- a) Within 72 hours, a review will be conducted to determine whether the detainee has current academic and special education records, received special education services in the last placement, and had an Individual Education Plan (IEP).
- b) Where the detainee has current records and an IEP, the LEA or appropriate agency shall proceed to Part C of this Policy – Implementation of Educational Plan.
- c) For detainees suspected of having a disability and/or do not have current assessment data or an IEP available, special education staff will request the academic and special education records from the detainee's last school placement. Periodic follow-up shall be made to ensure that the records are received in a timely manner.

- d) Upon receipt of the school records, special education staff shall determine whether further assessments are warranted based on a suspected physical and/or mental impairment, including: health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- e) Detainees shall be evaluated in accordance with the State Board Rules for Special Education Programs and Services.
- f) Within 10 days of receiving a referral from a county-operated detention center, the LEA or appropriate agency shall designate a staff member who will serve as the IEP team Chairperson and who shall be responsible for:
 - o providing written notice to parents of detainees who have not reached the age of 18 years, requesting consent from the parents to evaluate the detainee. Signed parental consent shall be obtained prior to an initial evaluation. If parental consent cannot be obtained after reasonable efforts, the LEA may initiate a due process hearing to obtain consent.
 - o designating members of the IEP team.
- g) The IEP team Chairperson shall also be responsible for developing a written plan which identifies areas where information needs to be collected through individual or in-depth assessment of all areas related to the suspected disability. Each person who conducts an individual assessment shall prepare a written report for consideration by the IEP team.
- h) If the IEP team Chairperson is not knowledgeable in the area of the suspected impairment, he/she shall make sure that such persons help develop the assessment plan. The individual assessment should provide descriptive and prescriptive information that is adequate to assist in planning an appropriate program for the detainee. The individual assessment shall include a comprehensive vocational assessment for every detainee 16 years of age or older. In the IEP team's discretion, a comprehensive vocational assessment may be included for detainees who have not reached 16 years of age.
- i) No single procedure shall be used to assess whether or not a detainee has a physical or mental impairment or as the sole criterion for determining an appropriate educational program. Tests and other materials used to assess a detainee must be selected and administered so as not to be discriminatory on a racial or cultural basis and must be provided and administered in the detainee's native language or other mode of communication and in a form

most likely to yield accurate information on what the detainee knows and can do academically, developmentally and functionally.

- j) The integrated assessment report shall be completed and submitted to the IEP team Chairperson. After receiving the Assessment Team Report, the Chairperson shall convene an IEP team meeting for the purpose of determining whether the detainee is eligible for special education and related services. The IEP team shall include the following participants:
- (1) The parents of the detainee;
 - (2) Not less than one regular education teacher of the detainee (if the detainee is, or may be, participating in the regular education environment);
 - (3) Not less than one special education teacher of the detainee, or where appropriate, not less than one special education provider of the detainee;
 - (4) A representative of the LEA who--
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of detainee with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the LEA;
 - (5) An individual who can interpret the instructional implications of evaluation results;
 - (6) At the discretion of the parent or LEA, other individuals who have knowledge or special expertise regarding the detainee, including related services personnel as appropriate; and
 - (7) Whenever appropriate, the detainee.
- k) If the IEP team determines that a detainee is eligible to receive special education and/or related services, the IEP team shall be responsible for developing an IEP or an appropriate plan for the detainee. If parental consent for special education and/or related services is refused, or the parent fails to respond to a request for consent to the provision of special education and/or related services, the LEA may not initiate a due process hearing to obtain an order that services be provided and the LEA will not be in violation of its duty to provide FAPE to the detainee in such instances.

- l) In conducting psychological or psychiatric evaluations to determine eligibility for educational services or to assist in formulating an appropriate educational plan, evaluators will adhere to detainees' constitutional rights as they pertain to criminal matters that may be unrelated to the proposed psycho-educational assessment. Detainees are not to be questioned in educational evaluations about underlying events or charges that led to their confinement.

3. Implementation of Educational Plan

Each LEA or appropriate agency, in coordination with the county-operated detention center, must provide special education and related services to detainees with disabilities in accordance with the IEP or a Section 504 Plan. Current IEPs must be reviewed and one of the following actions shall be implemented:

- a) Continuation of current IEP

Implement the IEP as written. The LEA or appropriate agency can determine that the IEP is current, appropriate, and can be implemented as written in the county-operated detention center.

- b) Development of a New IEP

- o The IEP or Section 504 Plan must be implemented after completion by the IEP team. The LEA or appropriate agency shall ensure that all IEPs or Section 504 Plans meet the standards specified in the State Board of Special Education Rules and Regulations and Section 504 of the Rehabilitation Act 1973 and accompanying regulations, respectively.

4. Detainee/Parental Rights & Confidentiality of Records

- a) The LEA or appropriate agency shall implement, with respect to actions regarding the identification, evaluation, or educational placement of persons, who because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes prior written notice, an opportunity for the parents/guardians to examine relevant records, an impartial hearing with opportunity for participation by the person's parents/guardians and representation by counsel, and a review procedure.
- b) The LEA or appropriate agency shall ensure that the detainee and parents/guardians are given their procedural safeguards and due process

rights consistent with the State Board Rules for Special Education Programs and Services.

- c) Parents/guardians maintain the right to inspect any and all data that are subject to collection and the right to appeal the accuracy of any such information. The access of unauthorized persons to personally identifiable data without parent/guardian consent is forbidden. Confidentiality standards will be maintained in accordance with State Board Rules for Special Education Programs and Services.

F. SPECIAL CONSIDERATIONS

In delivering educational services to detainees in minimum- and maximum-security county-operated detention centers, special consideration shall be given to the following:

- o Location of the educational program in a secure area with adequate security staff assigned in and/or outside of the classroom as needed.
- o Implementation of Discipline Rules which detainees will be required to follow in order to participate in the educational program. The Rules shall prohibit any behavior or conduct (verbal or physical) which poses a threat to the safety of the detainee or others in the educational setting.
- o Training of all staff involved in implementing the educational program in county-operated detention centers.
- o Contracting with outside agencies (where appropriate) to deliver education services in county operated detention centers.
- o Ensuring that the educational program is staffed appropriately with certified or licensed special education staff to render services designated in a detainee's IEP or Section 504 Plan.
- o Developing a plan for delivering educational services to detainees through the joint efforts of more than one LEA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th
day of June 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

Exceptional Education, Director
Hamilton County Schools

Chairman of the Board
Hamilton County Board of Education

Hamilton County Juvenile Court Judge
Hamilton County Juvenile Detention Unit

**Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421**

MEMORANDUM:

To: Hamilton County Department of Education School Board Members
Dr. Bryan Johnson, Superintendent

From: Garfield Adams, Director, Exceptional Education

Date: June 18, 2020

Re: Agreement with County-Operated Detention Centers

I am respectfully requesting that you approve the attached agreement with the Silverdale Correctional Facility and Hamilton County Jail. The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and any County-Operated Detention Center in the provision of services to eligible children with disabilities, who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education in compliance with Federal and Tennessee State laws and regulations. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
SILVERDALE CORRECTIONAL FACILITY AND
HAMILTON COUNTY JAIL**

This agreement is between the Hamilton County Department of Education (LEA) and Hamilton County detention centers, specifically Silverdale Correctional Facility and Hamilton County Jail (hereafter known as AGENCY) for a period of July 01, 2020 through June 30, 2021.

A. PURPOSE

The purpose of this agreement is to establish working procedures between the LEA and AGENCY in provision of services to all eligible children with disabilities who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that eligible children for special education services receive a free and appropriate public education, as required by law. In the least restive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources and utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. APPLICABILITY

This policy applies to all children with disabilities who are legally mandated to receive an education in Tennessee through the school year in which their 22nd birthday occurs while being detained or incarcerated in county-operated detention centers; however, the obligation to make FAPE available to all children with disabilities does not apply with respect to children aged 18 through 21 who, in their last educational placement prior to their incarceration in an adult correctional facility, were not actually identified as being a child with a disability and did not have an IEP.

C. REFERENCES

- State Board of Education Rules, Regulations and Minimum Standards, *TN ADC 0520-1-9*.
- Individuals with Disabilities Education Act (IDEA), *20 U.S.C. §1400 et seq.* and accompanying regulations, *34 C.F.R. § 300 et seq*
- Section 504 of the Rehabilitation Act 1973, *29 U.S.C. § 706(8), 794, 794a, 794b* and accompanying regulations, *34 C.F.R. § 104.1 et seq.*
- Americans with Disabilities Act (ADA), *42 U.S.C. § 12101*

D. DEFINITIONS

Words and phrases used in this Policy shall have the following definitions:

“Detainee” – a person who is being held awaiting trial or has been convicted of a crime and is incarcerated.

“Local Education Agency” – means a public school district within the State of Tennessee which is mandated to provide educational services to eligible children.

“County-operated Detention Centers” – shall include, but not be limited to, the local juvenile detention center, the county and/or city jail, and penal farms. Detainees who are county prisoners shall be educated or caused to be educated by the LEA. Detainees who are state prisoners, and who are in the custody of the county jail, shall be educated by the Department of Corrections (DOC) and/or the Department of Children’s Services (DCS), or caused to be educated by the LEA serving the county operated detention center.

E. PROCEDURES

1. Identification of Children with Disabilities in County-Operated Detention Centers

Upon determining that a detainee will be detained for 10 days or longer, each county-operated detention center shall implement systematic referral procedures to assure that detainees who are identified as having disabilities, or suspected of having disabilities, are referred to the LEA or other appropriate agency. The referral procedures will include the following steps:

(a.)The county-operated detention center shall identify each detainee who has a disability, is suspected of having a disability, or who previously received special education services under IDEA, Section 504, or the ADA.

(b.)Identification data to be obtained shall include information pertaining to:

- any known or suspected disability;
- the last school attended and any special services received;
- school records (assessment/evaluation reports, cumulative records, etc.) if available;
- the detainee's age and desire to receive educational services;
- if the detainee is over 18 years of age and does not want to receive educational services, a written explanation shall be obtained.

[Detention centers may utilize Form A (attached) to obtain identification information from detainees.]

2. Referral to the LEA for Assessment

County-operated detention centers shall forward all available identification information on detainees to the LEA where the facility is located. If the detainee is a state prisoner, the information will be forwarded to the DOC or DCS. Upon receipt of the information, the LEA shall ensure that the following steps are completed within 45 days from the date of referral:

- a) Within 72 hours, a review will be conducted to determine whether the detainee has current academic and special education records, received special education services in the last placement, and had an Individual Education Plan (IEP).
- b) Where the detainee has current records and an IEP, the LEA or appropriate agency shall proceed to Part C of this Policy – Implementation of Educational Plan.
- c) For detainees suspected of having a disability and/or do not have current assessment data or an IEP available, special education staff will request the academic and special education records from the detainee's last school placement. Periodic follow-up shall be made to ensure that the records are received in a timely manner.

- d) Upon receipt of the school records, special education staff shall determine whether further assessments are warranted based on a suspected physical and/or mental impairment, including: health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.
- e) Detainees shall be evaluated in accordance with the State Board Rules for Special Education Programs and Services.
- f) Within 10 days of receiving a referral from a county-operated detention center, the LEA or appropriate agency shall designate a staff member who will serve as the IEP team Chairperson and who shall be responsible for:
 - o providing written notice to parents of detainees who have not reached the age of 18 years, requesting consent from the parents to evaluate the detainee. Signed parental consent shall be obtained prior to an initial evaluation. If parental consent cannot be obtained after reasonable efforts, the LEA may initiate a due process hearing to obtain consent.
 - o designating members of the IEP team.
- g) The IEP team Chairperson shall also be responsible for developing a written plan which identifies areas where information needs to be collected through individual or in-depth assessment of all areas related to the suspected disability. Each person who conducts an individual assessment shall prepare a written report for consideration by the IEP team.
- h) If the IEP team Chairperson is not knowledgeable in the area of the suspected impairment, he/she shall make sure that such persons help develop the assessment plan. The individual assessment should provide descriptive and prescriptive information that is adequate to assist in planning an appropriate program for the detainee. The individual assessment shall include a comprehensive vocational assessment for every detainee 16 years of age or older. In the IEP team's discretion, a comprehensive vocational assessment may be included for detainees who have not reached 16 years of age.
- i) No single procedure shall be used to assess whether or not a detainee has a physical or mental impairment or as the sole criterion for determining an appropriate educational program. Tests and other materials used to assess a detainee must be selected and administered so as not to be discriminatory on a racial or cultural basis and must be provided and administered in the detainee's native language or other mode of communication and in a form most likely to yield accurate information on what the detainee knows and can do academically, developmentally and functionally.

- j) The integrated assessment report shall be completed and submitted to the IEP team Chairperson. After receiving the Assessment Team Report, the Chairperson shall convene an IEP team meeting for the purpose of determining whether the detainee is eligible for special education and related services. The IEP team shall include the following participants:
- (1) The parents of the detainee;
 - (2) Not less than one regular education teacher of the detainee (if the detainee is, or may be, participating in the regular education environment);
 - (3) Not less than one special education teacher of the detainee, or where appropriate, not less than one special education provider of the detainee;
 - (4) A representative of the LEA who--
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of detainee with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the LEA;
 - (5) An individual who can interpret the instructional implications of evaluation results;
 - (6) At the discretion of the parent or LEA, other individuals who have knowledge or special expertise regarding the detainee, including related services personnel as appropriate; and
 - (7) Whenever appropriate, the detainee.
- k) If the IEP team determines that a detainee is eligible to receive special education and/or related services, the IEP team shall be responsible for developing an IEP or an appropriate plan for the detainee. If parental consent for special education and/or related services is refused, or the parent fails to respond to a request for consent to the provision of special education and/or related services, the LEA may not initiate a due process hearing to obtain an order that services be provided and the LEA will not be in violation of its duty to provide FAPE to the detainee in such instances.
- l) In conducting psychological or psychiatric evaluations to determine eligibility for educational services or to assist in formulating an appropriate educational plan, evaluators will adhere to detainees' constitutional rights as they pertain to criminal matters that may be unrelated to the proposed psycho-educational assessment. Detainees should not be questioned in

educational evaluations about underlying events or charges that led to their confinement.

3. Implementation of Educational Plan

Each LEA or appropriate agency, in coordination with the county-operated detention center, must provide special education and related services to detainees with disabilities in accordance with the IEP or a Section 504 Plan. Current IEPs must be reviewed and one of the following actions shall be implemented:

a) Continuation of current IEP

Implement the IEP as written. The LEA or appropriate agency can determine that the IEP is current, appropriate, and can be implemented as written in the county-operated detention center.

b) Development of a New IEP

- The IEP or Section 504 Plan must be implemented after completion by the IEP team. The LEA or appropriate agency shall ensure that all IEPs or Section 504 Plans meet the standards specified in the State Board of Special Education Rules and Regulations and Section 504 of the Rehabilitation Act 1973 and accompanying regulations, respectively.

4. Detainee/Parental Rights & Confidentiality of Records

a) The LEA or appropriate agency shall implement, with respect to actions regarding the identification, evaluation, or educational placement of persons, who because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes prior written notice, an opportunity for the parents/guardians to examine relevant records, an impartial hearing with opportunity for participation by the person's parents/guardians and representation by counsel, and a review procedure.

b) The LEA or appropriate agency shall ensure that the detainee and parents/guardians are given their procedural safeguards and due process rights consistent with the State Board Rules for Special Education Programs and Services.

c) Parents/guardians maintain the right to inspect any and all data that are subject to collection and the right to appeal the accuracy of any such information. The access of unauthorized persons to personally identifiable data without parent/guardian consent is forbidden. Confidentiality

standards will be maintained in accordance with State Board Rules for Special Education Programs and Services.

F. SPECIAL CONSIDERATIONS

In delivering educational services to detainees in minimum- and maximum-security county-operated detention centers, special consideration shall be given to the following:

- Location of the educational program in a secure area with adequate security staff assigned in and/or outside of the classroom as needed.
- Implementation of Discipline Rules which detainees will be required to follow in order to participate in the educational program. The Rules shall prohibit any behavior or conduct (verbal or physical) which poses a threat to the safety of the detainee or others in the educational setting.
- Training of all staff involved in implementing the educational program in county-operated detention centers.
- Contracting with outside agencies (where appropriate) to deliver education services in county operated detention centers.
- Ensuring that the educational program is staffed appropriately with certified or licensed special education staff to render services designated in a detainee's IEP or Section 504 Plan.
- Developing a plan for delivering educational services to detainees through the joint efforts of more than one LEA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of June, 2020.

Dr. Bryan Johnson, Superintendent
Hamilton County Schools

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Hamilton County Board of Education

Sheriff,
County-Operated Detention Centers

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Dr. Bryan Johnson, Superintendent
Hamilton County Schools

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County-Operated Detention Centers

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
EXCEPTIONAL EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN. 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Garfield Adams, Director, Exceptional Education

DATE: June 18, 2020

RE: Nonviolent Crisis Intervention Program (CPI) for the 2020-2021 SY

I am requesting that you grant permission for the on-going utilization of Crisis Prevention Institute, Inc. (CPI) to purchase the Nonviolent Crisis Intervention instructor training programs and products on the attached sole source list to be used to train regular and exceptional education staff within the school district. The Exceptional Education Department currently utilizes this program and the district has three certified instructors. The Tennessee Special Education Behavioral Supports Act requires each school district to train any staff who may restrain and/or isolate a student. Hamilton County has been using CPI to meet this requirement. Nonviolent Crisis Intervention training has proven evidence-based strategies that give staff the skills and confidence to safely and effectively respond to anxious, hostile, or violent student behavior.

Exceptional Education is requesting Board approval to order from CPI during the 2020-2021 school year not to exceed \$30,000 to be paid for out of GP, Text Book Funds, and/or IDEA, Part B funds.

Thank you for your attention to this matter.

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EXCEPTIONAL EDUCATION
3074 HICKORY VALLEY ROAD
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Thank you for your attention to this matter.



March 16, 2020

Dear Customer:

The Crisis Prevention Institute, Inc. (CPI) is the sole source provider of the training programs and products listed below. All products listed below are registered, copyright material of CPI. This sole source list includes our materials with enhanced content.

TRAINING PROGRAMS

CPI Prevention First-Healthcare (all 5 modules), AWHE1001
CPI Prevention First-Healthcare (modules 1-3), AWHE1002
NCI 4 Day Instructor Cert Onsite & DVD Voucher – ISSN0147
NCI 4 Day Recert OnSite and DVD Voucher - ISSN0148
NCI 4 Day Renewal OnSite and DVD Voucher - ISSN0149
CPI 2-Day Renewal Onsite & DVD Voucher - ISSN0150
NCI 4 Day Instructor Certification and DVD Voucher - OPPN0139
NCI 4 Day Recert and DVD Voucher - OPPN0140
NCI 4 Day Renewal and DVD Voucher - OPPN0141
CPI 2-Day Renewal & DVD Voucher - OPPN0142
Four-Day Instructor Training Certification Program
Nonviolent Crisis Intervention Training Program
Nonviolent Crisis Intervention Advanced Training Program
Prepare Training Program
Dementia Capable Care Instructor Certification program
Dementia Capable Care Foundation Course
Dementia Capable Care Behaviors Course
Nonviolent Crisis Intervention with advanced Physical Skills training program
Specialized Renewal: Autism Spectrum Disorder
Dementia Capable Care, DVDS0063
Dementia Capable Care Therapy Applications
Dementia Capable Care Therapy Intermediate
Sharing Strategies from the Nonviolent Crisis Intervention Training Program Workshop

ELECTRONIC PRESENTATIONS

Bullying Behaviors Refresher Electronic Presentation, ELTT0025, PKGS0630
PTP Topic Module-Workplace Bullying EP CD, ELTT0021, PKGS0626
PTP Topic Module-Negotiating Your Way Through Conflict EP, ELTT0020, PKGS0625
Negotiating Your Way Through Conflict Electronic Presentation ELTT0029, PKGS0625
PTP Topic Module-Giving Bad News EP, ELTT0022, PKGS0627

PTP Topic Module-Crisis Response Teams EP, ELTT0029; PKGS0635
PTP-How to Document Incidents EP, ELTT0036; PKGS0657
PTP Workplace Substance Abuse Electronic Pres (flash drive), ELTT0047, PKGS0683
PTP Topic Module-Mental Illness EP USB Flash Drive, ELTT0039, PWKB0144
PTP-After the Crisis: Employee Debriefing Strategies, ELTT035, PKGS0653
Defuse Difficult Conversations-ED Electronic Pres, ELTT0040, PKGS0663
Escalating Situations Alone Electronic Presentation ELTT0043, PKGS0666
The Angry Smile Online Course - ELRN0001

MANUALS AND WORKBOOKS

NCI Instructor Manual, INMA0147
NCI APS Instructor Guide, INMA0148
DCC-Behaviors Instructor Guide, INMA0149
NCI Keypoint Refresher, PWKB0159
DCC-Foundation Workbook, PWKB0145
DCC-Behaviors Workbook, PWKB0204
Nonviolent Crisis Intervention Instructor Manual, Australia/New Zealand, Additional inside pages, INMA0025
Nonviolent Crisis Intervention Instructor Guide, French INMA0133
Nonviolent Crisis Intervention Instructor Manual, Spanish, Additional inside pages, INMA0144
Prepare Training Program Instructor Portfolio Binder, Additional inside pages- 2-day, INMA0030, INMA0031
Nonviolent Crisis Intervention Instructor Manual, German, Additional inside pages, INMA0083, INMA0082
Nonviolent Crisis Intervention Instructor Manual, UK, Additional inside pages, INMA0011
Nonviolent Crisis Intervention Participant Workbook, PWKB0170
Nonviolent Crisis Intervention Participant Workbook with Blue Card Confirmation, PWKB0120
Nonviolent Crisis Intervention Spanish Participant Workbook PWKB0191
Nonviolent Crisis Intervention French Participant Workbook, PWKB0172
Nonviolent Crisis Intervention French Refresher Workbook and Leader's Guide, PWKB0135, PWKB0015
Prepare Training Program Foundation Course Participant Workbook, PWKB0079
Prepare Training Program Workbook, Negotiating Your Way through Conflict, PWKB0087
Prepare Training Program Workbook, Setting Effective Limits, PWKB0086
Prepare Training Program Workbook, Crisis Response Teams, PWKB0030

Prepare Training Program Workbook, How to Document Incidents, PWKB0032
Prepare Training Program Workbook, Giving Bad News, PWKB0080
Prepare Training Program Workbook, Responding to Violence, PWKB0084
Prepare Training Program Workbook, After the Crisis: Employee Debriefing Strategies, PWKB0033
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Prepare Training Program Workbook, Situational Application, PWKB0081
Prepare Training Program Workbook, Challenged by Mental Illness at Work, PWKB0144
Prepare Training Program Workbook, Workplace Substance Abuse PWKB0165
Nonviolent Crisis Intervention Keypoint Refresher Workbook and Leader's Guide, PWKB0042, PWKB0043
Nonviolent Crisis Intervention Keypoint Refresher Workbook-blue card, PWKB0124
Enhancing Verbal Skills: Applications of Life Space Crisis Intervention Refresher Bluecard Workbook and Leader's Guide, PWKB0137
Nonviolent Crisis Intervention Refresher Workbook and Leader's Guide, NZ/AUS, PWKB0060, PWKB0061
Nonviolent Crisis Intervention Participant and Refresher Workbooks-Large Print, PWKB0062, PWKB0071
Nonviolent Crisis Intervention Participant Workbooks -Large Print, PWKB0186
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Nonviolent Crisis Intervention Participant and Refresher Workbooks-Braille, PWKB0189, PWKB0190
Applied Physical Training Refresher Blue Card Workbook and Leader's Guide, PWKB0130
Nonviolent Crisis Intervention Participant Workbook: Integrating Positive Behavioral Interventions and Support (PBIS) Blue Card Workbook, PWKB0133
Keypoint Refresher Blue Card Workbook, Integrating Positive Behavioral Interventions and Supports (PBIS), PWKB0125
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Bullying Behaviors Blue Card Workbook and Leader's Guide, PWKB0129
Sharing Strategies Workbook, PWKB0065
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Proactive Strategies for Facing Escalating Situations Alone Learners Guide PWKB0150
Promoting Positive Behavior Using Person-Centered Supports, Part 1 – PWKB0149



Nonviolent Crisis Intervention Hybrid Participant Seats, HYBR0011
Nonviolent Crisis Intervention Hybrid Refresher Participant Seats, HYBR0010
PWKB0175: Foundation Course Integrating PBIS Participant Workbook
PWKB0176: Foundation Course Integrating PBIS Facilitator Guide
FLEX0003: Flex Participant Job Aid
Prepare Training Program Workbook Workplace Bullying, PWKB0085
Nonviolent Crisis Intervention Participant Refresher Workbook, PWKB0185

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Volume I – Preventing Problem Behavior on Your School Bus
Volume II – Trouble on Board: Managing Crisis Situations on Your School Bus

Nonviolent Crisis Intervention Training for Long Term Providers Series: PKGS0590
Volume I – Calming the Agitated Resident, VDWB003

Advancing Your Verbal Intervention Skills Series: PKGS0545, PKGS0546
Volume I – Understanding Goals, Power, and Relationships
Volume II – “How To” Strategies for Intervening With Challenging Individuals
Volume III – Practice Scenario

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Developing an Effective School Crisis Response Team
Effective Documentation of School Incidents
Maximize Effectiveness, Minimize Risk in the use of Nonviolent Physical Crisis Intervention
Nonviolent Physical Crisis Intervention II- DVDS0071
Nonv Phys Crisis Interv II (Spanish Subtitle) DVD - DVDS0073
Effective Limit Setting – DVDS0082
Facing Conflict with Confidence: Practical Solutions for Negotiating and Mediating Disputes – DVDS0085
How to Excel at Verbal Intervention II – DVDS0084
The Preventive Techniques II – DVDS0083

VIDEO WORKBOOKS

Fights at School, VDWB0001
Crisis Response Teams, VDWB0011
Negotiating Your Way through Conflict, HS, VDWB0012
You Can Mediate, HS, VDWB0013
Documentation: Your Best Defense, VDWB0015
Weapons in the Workplace, VDWB0016
Breaking Up Fights, VDWB0017
Managing Your Anger, HS, VDWB0021
Managing Your Anger, ED, VDWB0022
The Power of Listening, ED, VDWB0023
The Power of Listening, HS, VDWB0024
How to Stay Safe When Intervening Alone, VDWB0025
Preventing Problem Behavior, VDWB0026
Trouble on Board workbook, ED, VDWB0027
Understanding Goals, Power & Relationships, VDWB0060
Strategy for Intervention, VDWB0061
The Preventive Techniques II, VDWB0069
Effective Limit Setting – VDWB0074
How to Excel at Verbal Intervention II – VDWB0075
The Preventive Techniques II, VDWB0083
Effective Limit Setting – VDWB0082
How to Excel at Verbal Intervention II – VDWB0084
Facing Conflict with Confidence: Practical Solutions for Negotiating and Mediating Disputes–VDWB0085

VIDEO-ON-DEMAND

The Preventive Techniques II-VODS0001
Effective Limit Setting – VODS0002
Facing Conflict with Confidence – VODS0006

POSTERS

Art of Setting Limits Poster, YPSFD100
7 Principles for Effective Verbal Intervention Poster, YPSFD101
10 Tips For Crisis Prevention Poster, YPSFD102
Avoid a Power Struggle Poster, YPSFD103
Rational Detachment Poster, YPSFD104
Spanish 10 Tips for Crisis Prevention (Folded), YPSFD18
Spanish Art of Setting Limits (Folded), YPSFD19

Spanish How to Break Up a Fight (Folded), YPSFD20
Spanish Verbal Intervention Tips (Folded), YPSFD21
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Evaluation Framework Poster-NCI, YPSFD79
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Principles for Holding Poster-NCI, YPSFD83
Decision Making Matrix Poster GPI Oversized, YPSFD84
NCI Decision Making Matrix Poster – Folded, YPSFD85
French-Care Welfare Safety and Security-NCI E, YPSFD86
French-Evaluation Framework Poster, YPSFD87
French-Principles for Disengagement Poster, YPSFD88
French-The Opt Out Sequence Poster, YPSFD89
French-A Verbal and Nonverbal Response Poster, YPSFD90
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CHN-NCI Principles for Disengagement Poster, YPSFD94
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CHN-NCI The Verbal and Nonverbal Response Poster, YPSFD96
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French-NCI Enhanced Instructor Kit - YPKG113
French-GPI Day 1 Materials-NCI Enhanced - YPKG114
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PTP GPI Materials - YPKG124
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Chinese-NCI Enhanced GPI Materials - YPKG127
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NCI-Enhanced Flex Instructor Kit - YPKG130
GPI Day 1 Materials-NCI Enhanced Flex - YPKG131
NCI-Enhanced Flex GPI Materials - YPKG132
NCI-Enhanced Flex Renewal Instructor Kit - YPKG133
Spanish NCI Instructor Kit - YPKG134
Posters for GPIs - YPKG135
French-NCI-E Renewal Instructor Kit - YPKG136
ASD Renewal Instructor Kit - YPKG143
Posters for GPIs-Enhanced ASD - YPKG144
US-DRC Promotional Folder - YPKG59
CDN-DRC Promotional Folder - YPKG60
GPI Day 1 Materials-DRC - YPKG61
GPI Day 1 Materials-DCC - YPKG63
DCC Participant Kit Therapy Applications - YPKG65
DCC Instructor Kit ICP - YPKG66
DCC Intermediate Kit - YPKG71
CDN-GPI Day 1 Materials-DCC - YPKG78
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NCI E Laminated Teaching Tool-Crisis Develop ModelPSTEE0011, PKGSOP01
NCI E Laminated Teaching Tool-Precipitating Factors PSTEE0012, PKGSOP01
NCI E Laminated Teaching Tool-Team Intervention, PSTEE0013, PKGSOP01
NCI E Laminated Teaching Tool-Nonverbal Communication, PSTEE0014, PKGSOP01



NCI E Laminated Teaching Tool-Paraverbal & Verbal, PSTEO015, PKGSOP01
NCI E Laminated Teaching Tool-Physical Intervention, PSTEO016, PKGSOP01
NCI E Laminated Teaching Tool-Verbal Escalation, PSTEO017, PKGSOP01
NCI E Laminated Teaching Tool-Postvention Coping, PSTEO018, PKGSOP01
NCI E Laminated Teaching Tool-Decision Making Matrix, PSTEO019, PKGSOP01
Bus Driver Laminated Reference Cards (ED) (10), TRCD0007
Driver Laminated Reference Cards (10), TRCD0008
Training Transfer Job Aid Card, TRCD0015
Setting Limits Job Aid Cards 15 PK, TRCD0017
Decision Making Matrix Job Aid (15 pack), TRCD0026
Decision Making Matrix Job Aid (1 each), TRCD0031
French-NCI Decision Making Matrix Job Aid Card, TRCD0036
CHN-NCI Decision Making Matrix Job Aid Cards(15 Pack), TRCD0037
All 10 laminated teaching tools, PKGSOP01 (PKGS0521)

WORK BOOK BUNDLES

DCC - Foundations and Behaviors Workbook, PKGS0710
Nonviolent Crisis Intervention Participant Refresher Workbook and Nonviolent Crisis Intervention Participant Workbook, PKGS0701
PBIS Participant and Refresher Workbook, PKGS0667
NCI Participant Workbooks & Pins, PKGS0002
NCI Participant Workbooks & Certificates, PKGS0003

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Sincerely,

Nathan E. Cromer Esq

Nathan E. Cromer
CPI General Counsel

Updated February, 2020



March 16, 2020

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NCI 4 Day Recert OnSite and DVD Voucher - ISSN0148
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NCI 4 Day Renewal and DVD Voucher - OPPN0141
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Nonviolent Crisis Intervention Training Program
Nonviolent Crisis Intervention Advanced Training Program
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Dementia Capable Care Instructor Certification program
Dementia Capable Care Foundation Course
Dementia Capable Care Behaviors Course
Nonviolent Crisis Intervention with advanced Physical Skills training program
Specialized Renewal: Autism Spectrum Disorder
Dementia Capable Care, DVDS0063
Dementia Capable Care Therapy Applications
Dementia Capable Care Therapy Intermediate
Sharing Strategies from the Nonviolent Crisis Intervention Training Program Workshop

ELECTRONIC PRESENTATIONS

Bullying Behaviors Refresher Electronic Presentation, ELTT0025, PKGS0630
PTP Topic Module-Workplace Bullying EP CD, ELTT0021, PKGS0626
PTP Topic Module-Negotiating Your Way Through Conflict EP, ELTT0020, PKGS0625
Negotiating Your Way Through Conflict Electronic Presentation ELTT0029, PKGS0625
PTP Topic Module-Giving Bad News EP, ELTT0022, PKGS0627

PTP Topic Module-Crisis Response Teams EP, ELTT0029; PKGS0635
PTP-How to Document Incidents EP, ELTT0036; PKGS0657
PTP Workplace Substance Abuse Electronic Pres (flash drive), ELTT0047, PKGS0683
PTP Topic Module-Mental Illness EP USB Flash Drive, ELTT0039, PWKB0144
PTP-After the Crisis: Employee Debriefing Strategies, ELTT035, PKGS0653
Defuse Difficult Conversations-ED Electronic Pres, ELTT0040, PKGS0663
Escalating Situations Alone Electronic Presentation ELTT0043, PKGS0666
The Angry Smile Online Course - ELRN0001

MANUALS AND WORKBOOKS

NCI Instructor Manual, INMA0147
NCI APS Instructor Guide, INMA0148
DCC-Behaviors Instructor Guide, INMA0149
NCI Keypoint Refresher, PWKB0159
DCC-Foundation Workbook, PWKB0145
DCC-Behaviors Workbook, PWKB0204
Nonviolent Crisis Intervention Instructor Manual, Australia/New Zealand, Additional inside pages, INMA0025
Nonviolent Crisis Intervention Instructor Guide, French INMA0133
Nonviolent Crisis Intervention Instructor Manual, Spanish, Additional inside pages, INMA0144
Prepare Training Program Instructor Portfolio Binder, Additional inside pages- 2-day, INMA0030, INMA0031
Nonviolent Crisis Intervention Instructor Manual, German, Additional inside pages, INMA0083, INMA0082
Nonviolent Crisis Intervention Instructor Manual, UK, Additional inside pages, INMA0011
Nonviolent Crisis Intervention Participant Workbook, PWKB0170
Nonviolent Crisis Intervention Participant Workbook with Blue Card Confirmation, PWKB0120
Nonviolent Crisis Intervention Spanish Participant Workbook PWKB0191
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Prepare Training Program Foundation Course Participant Workbook, PWKB0079
Prepare Training Program Workbook, Negotiating Your Way through Conflict, PWKB0087
Prepare Training Program Workbook, Setting Effective Limits, PWKB0086
Prepare Training Program Workbook, Crisis Response Teams, PWKB0030

Prepare Training Program Workbook, How to Document Incidents, PWKB0032
Prepare Training Program Workbook, Giving Bad News, PWKB0080
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Nonviolent Crisis Intervention Participant Refresher Workbook, PWKB0185

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The Preventive Techniques II – DVDS0083

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GPI Day 1 Materials-NCI Enhanced - YPKG112
French-NCI Enhanced Instructor Kit - YPKG113
French-GPI Day 1 Materials-NCI Enhanced - YPKG114
French-NCI-Enhanced GPI Materials - YPKG115
PTP GPI Materials - YPKG124
Chinese-NCI Enhanced Instructor Kit - YPKG125
Chinese-NCI Enhanced GPI Day 1 Materials - YPKG126
Chinese-NCI Enhanced GPI Materials - YPKG127
NCI-E Renewal Instructor Kit - YPKG128
NCI E PBIS Instructor Kit - YPKG129
NCI-Enhanced Flex Instructor Kit - YPKG130
GPI Day 1 Materials-NCI Enhanced Flex - YPKG131
NCI-Enhanced Flex GPI Materials - YPKG132
NCI-Enhanced Flex Renewal Instructor Kit - YPKG133
Spanish NCI Instructor Kit - YPKG134
Posters for GPIs - YPKG135
French-NCI-E Renewal Instructor Kit - YPKG136
ASD Renewal Instructor Kit - YPKG143
Posters for GPIs-Enhanced ASD - YPKG144
US-DRC Promotional Folder - YPKG59
CDN-DRC Promotional Folder - YPKG60
GPI Day 1 Materials-DRC - YPKG61
GPI Day 1 Materials-DCC - YPKG63
DCC Participant Kit Therapy Applications - YPKG65
DCC Instructor Kit ICP - YPKG66
DCC Intermediate Kit - YPKG71
CDN-GPI Day 1 Materials-DCC - YPKG78
NCI Hybrid Refresher Job Aid Booklet, HYBR0012
NCI E Laminated Teaching Tool-Crisis Develop ModelPSTEE0011, PKGSOP01
NCI E Laminated Teaching Tool-Precipitating Factors PSTEE0012, PKGSOP01
NCI E Laminated Teaching Tool-Team Intervention, PSTEE0013, PKGSOP01
NCI E Laminated Teaching Tool-Nonverbal Communication, PSTEE0014, PKGSOP01



NCI E Laminated Teaching Tool-Paraverbal & Verbal, PSTEO015, PKGSOP01
NCI E Laminated Teaching Tool-Physical Intervention, PSTEO016, PKGSOP01
NCI E Laminated Teaching Tool-Verbal Escalation, PSTEO017, PKGSOP01
NCI E Laminated Teaching Tool-Postvention Coping, PSTEO018, PKGSOP01
NCI E Laminated Teaching Tool-Decision Making Matrix, PSTEO019, PKGSOP01
Bus Driver Laminated Reference Cards (ED) (10), TRCD0007
Driver Laminated Reference Cards (10), TRCD0008
Training Transfer Job Aid Card, TRCD0015
Setting Limits Job Aid Cards 15 PK, TRCD0017
Decision Making Matrix Job Aid (15 pack), TRCD0026
Decision Making Matrix Job Aid (1 each), TRCD0031
French-NCI Decision Making Matrix Job Aid Card, TRCD0036
CHN-NCI Decision Making Matrix Job Aid Cards(15 Pack), TRCD0037
All 10 laminated teaching tools, PKGSOP01 (PKGS0521)

WORK BOOK BUNDLES

DCC - Foundations and Behaviors Workbook, PKGS0710
Nonviolent Crisis Intervention Participant Refresher Workbook and Nonviolent Crisis Intervention Participant Workbook, PKGS0701
PBIS Participant and Refresher Workbook, PKGS0667
NCI Participant Workbooks & Pins, PKGS0002
NCI Participant Workbooks & Certificates, PKGS0003

CPI®, *Nonviolent Crisis Intervention*® and *PrepareTraining*® are registered trademarks of Crisis Prevention Institute, Inc. All rights reserved.

Our products may be ordered by:

1. Phone (1-800-558-8976) with a purchase order or a credit card;
2. Online (www.crisisprevention.com) with a purchase order or a credit card;
3. Fax (414-979-7098) with a purchase order, letter of authorization or credit card;
4. Mail with a check, credit card number, letter of authorization or purchase order.
10850 W. Park Place, Suite 250 Milwaukee, WI 53224



If you need additional information, please feel free to contact our office toll-free at 1-800-558-8976.

Sincerely,

Nathan E. Cromer Esq

Nathan E. Cromer
CPI General Counsel

Updated February, 2020

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Shannon Moody, Director of Accountability and Research

DATE: June 18, 2020

RE: PowerSchool Renewal July 1, 2020 – June 30, 2021

The Office of Accountability and Research requests the Board of Education's approval for the renewal of our PowerSchool Software Maintenance Subscription & Support contract for PowerSchool which was previously approved with bid file 10-17 at the July 2009 Board Meeting. PowerSchool is the Sole Source provider for PowerSchool and this product is used to maintain our Student Management System.

We request approval in the amount not to exceed \$240,261.95 to be budgeted from our General Purpose funds.



PowerSchool Group LLC

150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

RE: PowerSchool Group LLC Sole Source Affirmation

To Whom It May Concern:

The purpose of this letter is to inform you that PowerSchool Group, LLC and its affiliate companies (collectively, "**PowerSchool**") are the sole source from which your school, school district, other educational institution or governmental entities may purchase the PowerSchool software and accompanying support, including fixes and enhancements.

- PowerSchool software includes student information systems (SIS) and enrollment products such as PowerSchool SIS; PowerSchool eSchoolPlus SIS; PowerSchool iNow SIS; PowerSchool Trillium SIS, PowerSchool Enrollment; PowerSchool Enrollment Express; and PowerSchool Ecollect Forms.
- PowerSchool Unified Classroom™ solution which includes Performance Matters Assessment, Schoology Learning, Unified Classroom Assessment, Unified Classroom Learning, Unified Classroom Gradebook, and Unified Classroom Special Programs.
- PowerSchool Unified Administration™ solution which includes, Unified Administration eFinancePlus, Unified Administration BusinessPlus; Unified Administration Atrieve Finance; Unified Administration Atrieve HR; and Unified Administration Atrieve Payroll.
- PowerSchool Unified Talent™ solution include SchoolSpring Job Board; Applicant Tracking; Candidate Assessment; Employee Records; Perform; Professional Learning; and Absence Management.
- PowerSchool Unified Insights™ solution includes, Student; Talent for Absence Management; and Operations for Finance and HR.
- For those districts that do not currently utilize PowerSchool's Student Information System, PowerSchool also offers standalone products including PowerSchool Performance Matters (Assessment and Analytics modules respectively), Schoology Learning, PowerSchool Special Programs, and all other software that PowerSchool may offer as part of PowerSchool's product line in the future.
- PowerSchool also offers, under the PeopleAdmin brand: PeopleAdmin Applicant Tracking System, PeopleAdmin Position Management, PeopleAdmin Employee Records, PeopleAdmin Performance Management, PeopleAdmin Faculty Information System, PeopleAdmin Professional Learning, PACx, and all other software as part of PowerSchool's future product line.

Additionally, any services provided using the PowerSchool software including, without limitation, hosting and implementation services for the PowerSchool product are only available through PowerSchool, unless PowerSchool provides explicit approval for an outside party to provide Services on PowerSchool's behalf.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads 'Gregg Cleveland'.

Gregg Cleveland

Chief Financial Officer

PowerSchool Group, LLC

Prepared By: Bethany Butler
 Customer Name: Hamilton County Department of
 Education
 Contract Term: 12 Months
 Start Date: 7/1/2020
 End Date: 6/30/2021

Customer Contact: Shannon Moody
 Title: Director of Accountability and
 Research
 Address: 3074 Hickory Valley Road
 City: Chattanooga
 State/Province: Tennessee
 Zip Code: 37421
 Phone #: (423) 498-7072

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 7/1/2020 - 6/30/2021				
License and Subscription Fees				
PowerSchool SIS Maintenance and Support	43,135.00	Students	USD 5.57	USD 240,261.95
License and Subscription Totals:			USD 240,261.95	

Quote Total

Initial Term	7/1/2020 - 6/30/2021
Initial Term Total	USD 240,261.95

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf> .

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 2-13-2020

PO Number: _____

Signature:

Printed Name:

Title:

Date:



PowerSchool Group LLC

150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

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DocuSigned by:

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Gregg Cleveland

Chief Financial Officer

PowerSchool Group, LLC

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Shannon Moody, Director of Accountability and Research

DATE: June 18, 2020

RE: Purchase of CASE Benchmark Assessments – Mastery Connect

We are requesting approval of the purchase of CASE Benchmark Assessments from TE21. By purchasing these assessments through the Mastery Connect platform we will be able to provide benchmark assessments at the district level in content areas as well as provide professional development sessions to teachers.

The total amount request is \$556,900.00. If approved, these funds will come out of the General Purpose Budget.



April 9, 2020

To Whom It May Concern:

TE21, Inc. is a developer of CASE benchmark assessments, common assessments, test prep study guides, College and Career Ready Assessment (CCRA), and CASE Item Bank (formerly SCORE21 Formative Assessment Builder) that are very closely aligned with individual state standards for grades Kindergarten through High School. TE21's team of experienced professionals help teachers and administrators harness the power of data provided by CASE reports to focus on student needs.

TE21, Inc. is the sole distributor of these products in the states of Mississippi, North Carolina, South Carolina, Tennessee, Kentucky and Louisiana.

TE21 is committed to helping school districts and individual schools improve student achievement. We look forward to working with your administration and your staff to help make these improvements in the lives of your students.

If you have any additional questions, please feel free to contact us.

Thank you for your interest in our Assessment Solutions.

Sincerely,

A handwritten signature in black ink, appearing to read "Lou Ann Little", with a horizontal line extending to the left.

Lou Ann Little
Sr Director of Finance and Operations



QUOTE/ORDER AGREEMENT

TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
Phone: (843) 579-2520
Fax: (843) 849-2951

VALID UNTIL: 06-30-2020

Quote Number: Q-006968

Quote Name: Hamilton TN - BA IB #2 - 20-21 - 04/21/2020 14:46

Business Partner: LEARNING PARTNERS, LLC

Roger Choate ~ roger@yourlearningpartners.com ~ (270) 210-8907
475 Calvert Drive, Paducah, KY 42003

Customer:	Hamilton Co School District		
Address:	3074 Hickory Valley Rd, Chattanooga, TN 37421		
Contact Name:	Neelie Parker	Title:	Chief Academic Officer
E-mail:	parker_neelie@hcde.org	Phone:	(423) 209-8400
Sales Rep Contact:	Cindy Hollar • E-mail: cindyhollar@te21.com • Phone (843) 830-7364		

PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
42,000	Students	BA Online MC	Online Student Access - MasteryConnect Platform	Custom Pricing	\$3.25	\$136,500.00
42,000	Students	BA-PP	Paper-Pencil Benchmarks	Custom Pricing	\$0.50	\$21,000.00
42,000	Students	CASE-IB-MC	CASE Item Bank - MasteryConnect Platform	Custom Pricing	\$1.45	\$60,900.00
21,000	Students	TN-ElemBA	CASE Benchmark Assessments - TN Elementary School	Custom Pricing	\$8.00	\$168,000.00
10,500	Students	TN-HighBA	CASE Benchmark Assessments - TN High School	Custom Pricing	\$8.00	\$84,000.00
10,500	Students	TN-MiddBA	CASE Benchmark Assessments - TN Middle School	Custom Pricing	\$8.00	\$84,000.00
1	Each	PD-MCTraining	One Day of Training for Mastery Connect System	TE21 Base Pricing	\$2,500.00	\$2,500.00
					Total:	\$556,900.00

This Order Agreement is governed by the Master Terms and Conditions located at <https://www.te21.com/terms>, which are hereby incorporated by reference (this Quote/Order Agreement and such Master Terms and Conditions, collectively, the "Agreement"). In the event of any conflict between any provisions of the Master Terms and Conditions and this Order Agreement, the provisions of this Order Agreement shall control to the extent of the conflict.

Online delivery orders, including CASE Item Bank, are also governed by the Master Terms and Conditions of our delivery platform partner, MasteryConnect, located at <https://www.masteryconnect.com/terms>.

Additional details of your order follow.

Elementary Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	3	No	K (2BA) 1-5 (3BA)
Math	Yes	3	No	K (2BA) 1-5 (3BA)
Science	Yes	3	Yes - Mixed Administration	3-5
SS	No			

Middle Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	3	Yes - Mixed Administration	6-8
Math	Yes	3	Yes - Mixed Administration	6-8
Science	Yes	3	Yes - Mixed Administration	6-8
SS	Yes	3	Yes - Mixed Administration	6-8

High School Assessment Order Detail				
Subject	Ordered?	# of Tests per Year - Traditional	# of Tests per Semester - Block	Online?
Standard Package – All Subjects	Yes		2	Yes - Mixed Administration
Standard English				
Standard Math				
Standard Science				
Standard History				

Additional Assessment Details			
Assessment Package	Op 1: 1st BA, 2nd BA, & Final Comp		
Exceptions to Assessment Package			
College and Career Ready Assessments			
Grades to Test		# of Students	
CASE Item Bank Subscription			
Grades to Access	K-11	# of Students	42,000
Subscription Start Date	08-29-2020	Subscription End Date	08-28-2021
New Subscription Notes			
Online Delivery Platform Vendor			
CASE Item Bank		Assessments	
MasteryConnect		MasteryConnect	
Special Instructions			
<p>This quote includes CASE benchmark assessments and CASE item bank for grades K-11. Item bank delivered via MasteryConnect platform (includes GradeCam).</p> <p>Discounts included for 2020-2021: paper-pencil fee from \$1.00 to \$0.50 per student, benchmarks from \$11 to \$8.00 per student, CASE item bank from \$2.00 to \$1.45, MC + GradeCam platform from \$5.00 to \$3.25 Total savings of \$243,600.</p> <p>Grades K-2 are testing ELA/Math only; grades 3-5 are testing ELA/Math/Sci, grades 6-8 are testing all standard subjects (ELA/Math/Sci/SS), high school grades are testing all standard subjects (Eng I/II, Alg I/II/Geo, Bio, & USH). Assessment delivery is as follows: Gr K-5 ELA & Math - all P/P</p>			

Gr 3-5 Science - 1st & 2nd BA online, final comp P/P
Gr 6-8 - 1st and 2nd BA online, final comp P/P
HS - 1st BA online, final comp P/P

Section 12.2 is hereby stricken from the MasteryConnect Terms and Conditions. It is understood and agreed by and among the Hamilton County Board of Education, TE21, and MasteryConnect that this arrangement will be governed by the laws of the State of Tennessee and that the state and federal courts of Tennessee will have sole and exclusive jurisdiction to adjudicate any disputes arising under the terms of this agreement. Furthermore, notwithstanding any provision of any Master Terms and Conditions to the contrary, whether by TE21 or MasteryConnect, it is expressly understood that the Hamilton County Board of Education shall have no duty to protect, defend, or indemnify any other party except to the extent provided by the Tennessee Governmental Tort Liability Act.



QUOTE/ORDER AGREEMENT

ASSESSMENT ORDERS:

For Paper/Pencil Assessment Delivery - Pre-coded answer documents and scanning provided for each benchmark; UPS Shipping Labels are provided for return of answer documents; School/District responsible for copying benchmarks. *For Online Assessment Delivery* - Enrollment and access information will be provided separately. **Changes to delivery options on assessment orders within one month of scheduled test delivery may be subject to additional charges.**

PRICING, TERM AND EXPIRATION: This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before **06-30-2020**.

PAYMENT TERMS: Pricing above reflects current Customer student enrollment. If actual Customer student enrollment is greater than 10% of the above enrollment, Customer agrees to pay for any increase in student enrollment at the time invoiced. All payment obligations are non-cancelable and all amounts paid are nonrefundable. TE21 shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due in accordance with invoicing terms, unless otherwise specified below.

Special Payment Terms:

PROFESSIONAL SERVICES: Professional development ("PD") will be performed by TE21 in accordance with its published descriptions at a mutually-convenient time. TE21 will not have any obligation to perform any PD that is not scheduled within 12 months of the Effective Date.

CASE ASSESSMENTS: CASE Assessments are the property of TE21, Inc. CASE Assessments delivered via paper/pencil format or online through any delivery platform are intended for use with students registered in your classroom this school year. Your right to use of this document is limited to its delivery in whole to your students as a formative assessment, and for review and instructional purposes for those registered students within your classroom in the year of assessment delivery. CASE Assessments cannot be shared, duplicated, modified, uploaded to a community site or database, publically displayed or reproduced in part or in whole without written permission of TE21.

CASE ITEM BANK LICENSE: CASE Item Bank and all items are the property of TE21. TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to registered students during subscription. CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

The parties acknowledge that they've read and understood the TE21 Master Terms and Conditions located at <https://www.TE21.com/terms> and the MasteryConnect Master Terms and Conditions located at <https://www.masteryconnect.com/terms> and have executed this Agreement as of the last date signed (the "Effective Date").

TE21, Inc.

Customer: Hamilton Co School District
Quote: Q-006968

By: 

By (Authorized): _____

Name: Lou Ann Little

Name: _____

Title: Sr. Director of Finance & Operations

Title: _____

Date: 4/22/2020

Date: _____

Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: []

Role	Name	Title	Email	Phone
Main Contact Benchmarks	Neelie Parker	Chief Academic Officer	parker_neelie@hcde.org	(423) 209-8400

Main Contact Item Bank	Neelie Parker	Chief Academic Officer	parker_neelie@hcde.org	(423) 209-8400
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April 9, 2020

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TE21 is committed to helping school districts and individual schools improve student achievement. We look forward to working with your administration and your staff to help make these improvements in the lives of your students.

If you have any additional questions, please feel free to contact us.

Thank you for your interest in our Assessment Solutions.

Sincerely,

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Lou Ann Little
Sr Director of Finance and Operations



QUOTE/ORDER AGREEMENT

TE21, Inc.

1184 Clements Ferry Rd, Suite G
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Fax: (843) 849-2951

VALID UNTIL: 06-30-2020

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Business Partner: LEARNING PARTNERS, LLC

Roger Choate ~ roger@yourlearningpartners.com ~ (270) 210-8907
475 Calvert Drive, Paducah, KY 42003

Customer:	Hamilton Co School District		
Address:	3074 Hickory Valley Rd, Chattanooga, TN 37421		
Contact Name:	Neelie Parker	Title:	Chief Academic Officer
E-mail:	parker_neelie@hcde.org	Phone:	(423) 209-8400
Sales Rep Contact:	Cindy Hollar • E-mail: cindyhollar@te21.com • Phone (843) 830-7364		

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Special Payment Terms:

PROFESSIONAL SERVICES: Professional development ("PD") will be performed by TE21 in accordance with its published descriptions at a mutually-convenient time. TE21 will not have any obligation to perform any PD that is not scheduled within 12 months of the Effective Date.


CASE ASSESSMENTS: CASE Assessments are the property of TE21, Inc. CASE Assessments delivered via paper/pencil format or online through any delivery platform are intended for use with students registered in your classroom this school year. Your right to use of this document is limited to its delivery in whole to your students as a formative assessment, and for review and instructional purposes for those registered students within your classroom in the year of assessment delivery. CASE Assessments cannot be shared, duplicated, modified, uploaded to a community site or database, publically displayed or reproduced in part or in whole without written permission of TE21.

CASE ITEM BANK LICENSE: CASE Item Bank and all items are the property of TE21. TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to registered students during subscription. CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

The parties acknowledge that they've read and understood the TE21 Master Terms and Conditions located at <https://www.TE21.com/terms> and the MasteryConnect Master Terms and Conditions located at <https://www.masteryconnect.com/terms> and have executed this Agreement as of the last date signed (the "Effective Date").

TE21, Inc.

Customer: Hamilton Co School District
Quote: Q-006968

By: 
Name: Lou Ann Little
Title: Sr. Director of Finance & Operations
Date: 4/22/2020

By (Authorized): _____
Name: _____
Title: _____
Date: _____

Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: []

Role	Name	Title	Email	Phone
Main Contact Benchmarks	Neelie Parker	Chief Academic Officer	parker_neelie@hcde.org	(423) 209-8400
Main Contact Item Bank	Neelie Parker	Chief Academic Officer	parker_neelie@hcde.org	(423) 209-8400



Hamilton County Department of Education
Equity Department
3074 Hickory Valley Rd
Chattanooga, TN 37421

Memorandum

To: Hamilton County Board of Education
Bryan Johnson, Ed.D.
Superintendent

From: Marsha Drake Ed.D.
Chief Equity Officer
Diego J. Trujillo
Director ELL

Date: June 18, 2020

Re: Ellevation Subscription

Ellevation is a comprehensive English language learner (ELL) management software. Ellevation has two components: Platform and Strategies. It allows educators, specialists, and administrators to collaborate on individual ELL instruction plans and goals, communicate with parents, and access district wide aggregate assessment data. The Ellevation platform supports teachers with an in-depth student data dashboard to include WIDA ACCESS scores and information supporting the development of data-driven programming and individualized learning for ELLs. The comprehensive program not only allows for data analysis, Ellevation supports required reporting and collaboration with ESL and general classroom teachers to allow educators time to focus on meaningful planning.

Ellevation Strategies offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and apply the techniques necessary to help ELLs acquire language and master grade-level content. Each activity in Ellevation Strategies supports quality instruction with key student information, clear instructions, downloadable resources, student-specific scaffolds, and demonstration videos. The instructional resource strategies serve as a guide to differentiate instruction for all grades and content areas. Ellevation Strategies ensures best-practice instruction for language learners making language and content accessible.

We are requesting approval to expend \$90,630 (\$24.00 per pupil). Of this amount, \$74,000 will be allocated from the Title III budget to purchase the twelve month (July 2020 – June 2021) Ellevation Subscription. This includes the program management system and the strategies instructional resources. Because specific components of the platform are associated with meeting mandatory state compliance, \$16,630 of the total expenditure will be funded by the LEA.

Ellevation will be used to better serve the 3,771 English language learners during the 2020-2021 fiscal year. We appreciate your thoughtful consideration.

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company: Ellevation Education	Customer: Hamilton County Department of Education, TN
Representative: Tony DeJesus	Contact Name: Dr. Marsha Drake
Email: tony.dejesus@ellevationeducation.c	Email: drake_marsha@hcde.org
Phone: 617-307-5755	Phone: (423) 498-7104
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: 3074 Hickory Valley Road, Chattanooga, TN 37421
Start Date: 7/1/2020	End Date: 6/30/2021

Annual Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation Platform	3,800	\$13.25	10 %	\$45,315.00
Strategies	3,800	\$13.25	10 %	\$45,315.00
Subscription Savings:				\$10,070.00
Subscription Total:				\$90,630.00

Services Fees

Services Total:	\$0.00
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Total Investment

Savings Total:	\$10,070.00
Grand Total:	\$90,630.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

1 Definitions.

- 1.1 The **“Platform”** is Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation’s third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation’s proprietary data management system for English Language Learners or “ELLs”; (2) access reporting tools related to the productivity and performance of Customer’s ELLs; and (3) utilize instructional content for Customer’s ELLs.
- 1.2 **“Customer User”** shall mean any of Customer’s authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work (“SOW”) which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **“Services”**).
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer’s Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement (“the **“Initial Subscription Term”**”). Following expiration of the Initial Subscription Term, Customer’s subscription will automatically renew for successive twelve (12) month renewal terms (each a **“Renewal Term”**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **“Term.”** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 License Grant

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer’s Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

- provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

Hamilton County Department of Education, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Hamilton County Department of Education
Equity Department
3074 Hickory Valley Rd
Chattanooga, TN 37421

Memorandum

To: Hamilton County Board of Education
Bryan Johnson, Ed.D.
Superintendent

From: Marsha Drake Ed.D.
Chief Equity Officer
Diego J. Trujillo
Director ELL

Date: June 18, 2020

Re: Ellevation Subscription

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Company: Ellevation Education	Customer: Hamilton County Department of Education, TN
Representative: Tony DeJesus	Contact Name: Dr. Marsha Drake
Email: tony.dejesus@ellevationeducation.c	Email: drake_marsha@hcde.org
Phone: 617-307-5755	Phone: (423) 498-7104
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: 3074 Hickory Valley Road, Chattanooga, TN 37421
Start Date: 7/1/2020	End Date: 6/30/2021

Annual Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
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Subscription Savings:				\$10,070.00
Subscription Total:				\$90,630.00

Services Fees

Services Total:	\$0.00
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Total Investment

Savings Total:	\$10,070.00
Grand Total:	\$90,630.00

Invoicing Schedule: Up Front, In Full

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- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

- provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

Hamilton County Department of Education, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Hamilton County Department of Education
Equity Department
3074 Hickory Valley Rd
Chattanooga, TN 37421

Memorandum

To: Hamilton County Board of Education
Bryan Johnson, Ed.D.
Superintendent

From: Marsha Drake Ed.D.
Chief Equity Officer
Diego J. Trujillo
Director ELL

Date: June 18, 2020

Re: Rosetta Stone

Rosetta Stone is a software enhanced language learning program supporting teachers with an opportunity to accelerate the language acquisition/rate for the secondary English language learner (ELL) to include beginner and newcomer students. Rosetta Stone Foundations Language Lessons help students build proficiency in an immersive environment through sequenced lessons, immediate feedback, and speech recognition in all lessons and activities. The goal with the utilization of the resource is to assist ELLs with acquiring increased proficiency of the English language and to enhance student involvement in both their communities and classrooms to improve testing scores (WIDA ACCESS) and knowledge acquisition.

We are requesting approval to expend \$65,000 from the Title III budget to purchase the twelve month (July 2020 – June 2021) Rosetta Stone Subscription. The funds will be provided by the Title III federal budget.

Ellevation will be used to better support beginner and newcomer English language learner students in grades 6-12 during the 2020-2021 fiscal year.

We appreciate your thoughtful consideration.



Hamilton County Department of Education
Equity Department
3074 Hickory Valley Rd
Chattanooga, TN 37421

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To: Hamilton County Board of Education
Bryan Johnson, Ed.D.
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We appreciate your thoughtful consideration.

SERVICE ORDER FORM

May 28, 2020

Rosetta Stone Contact:
 Alison Casey
 K-12 Account Manager
 Phone: (800) 788-0822 ext. 5259
 Email: acasey@rosettastone.com

Customer Shipping Address:

Diego Trujillo
 ELL Director
 Hamilton County Department of Education
 1020 N Moore Rd
 Chattanooga, TN 37411-2599
 US

Contact Phone: (423) 855-2615
 Contact Email:

Customer Billing Address:

Diego Trujillo
 ELL Director
 Hamilton County Department of Education
 3074 Hickory Valley Rd
 Chattanooga, TN 37421
 US

Billing Contact: _____
 Billing Contact Phone: _____
 Billing Contact Email: _____

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Enhanced Support Services	1	USD 0.00	USD 0.00
Rosetta Stone English for Education is a fixed term license for online access to the Rosetta Stone Foundations for K-12 (Silver) solution, and includes initial language aptitude placement test (grades 6-12), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License"). The License includes enhanced implementation, product training, four (4) online training sessions and one (1) onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period. Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stone's obligation to provide such services will terminate. The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date or renewal with an additional session expiring every two (2) months thereafter.	650	USD 100.00	USD 65,000.00
Sub Total			USD 65,000.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 65,000.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.
- Renewal: existing site expires on June 30, 2020.

Pricing is valid through July 31, 2020.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of July 1, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

By: _____

Authorized Signing Authority

Printed Name/Title

Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Authorized Signing Authority

Printed Name/Title

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SERVICE ORDER FORM

May 28, 2020

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 Alison Casey
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 Phone: (800) 788-0822 ext. 5259
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Diego Trujillo
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ROSETTA STONE LTD.

By: _____

Authorized Signing Authority

Printed Name/Title

Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Authorized Signing Authority

Printed Name/Title

Date



Hamilton County Department of Education
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-6577

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Brent Goldberg
Chief Business Officer

Kevin Bartenfield
Director of Purchasing

Date: June 18, 2020

Re: **Memorandum of Understanding with Life Touch for School Pictures**

We recommend LifeTouch National School Studio be approved by the Board. The MOU is for three years with the same financial agreement.

Any student information will be handled in a secure manner and will be confidential between Hamilton County Schools and LifeTouch. We recommend approval of the MOU for the exclusive rights to all school photography beginning July 1, 2020. No funds are needed or requested with this agreement.

Attached is a copy of the proposed MOU.

Recommend approval as presented.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAMILTON COUNTY BOARD OF EDUCATION
CHATTANOOGA, TENNESSEE
AND
LIFETOUCH NATIONAL SCHOOL STUDIOS
CHATTANOOGA, TENNESSEE**

This Memorandum of Understanding (Hereinafter "MOU") is entered into by and between the **Hamilton County School Board**, hereinafter referred to as the **Board** and **Lifetouch National School Studios**, Name of Contractor, hereinafter referred to as the **Contractor**, is for the provision of providing photography services, as FURTHER defined in the "Scope of Services," below. This "MOU" is part of the T.I.P.S. co-op of which Lifetouch is a member.

A. SCOPE OF SERVICES

1. Provide photography for approximately 79 schools and 45,000 students.
2. Elementary: Fall and Spring individual pictures and class group pictures, Kindergarten cap and gown program is optional between contractor and school principal.
3. Secondary: Fall individual pictures, proms and dances, sports and special events, seniors, yearbook pictures, and spring only when agreed upon between contractor and school principal.
4. Additional promotional (such as Santa Claus, Holiday, Grandparents, Father-Daughter dances) will be offered as an option between the contractor and school principal and \$1.50 per package sold will be given to the school by the contractor. (Minimum 60 packages sold to receive commission.)
5. Monies will be collected by the Contractor and a detailed accounting of all monies collected will be furnished to the Office of Director of Purchasing/Asset Management after the fall season and spring season.
6. A package will be made available to elementary students for \$15.00 or under in the fall and spring season.

B. ADDITIONAL SERVICES

1. Each Middle School will be provided:

Lifetouch School Portraits

- Up to 2 days of photography during the school year will be provided by the Contractor for yearbook pictures at no cost to the school. One day to be on retake day and the other on a sports picture day. This is available for schools that produce a yearbook each year. Any additional days will be charged to the school at \$150 per day. All events will be scheduled with the Contractor at least 15 business days prior to the event.
- ID cards can be provided upon request at the rate of \$3.00 per ID card provided.
- Each individual prom/dance event (minimum 60 paid packages), or sports photography job (minimum 60 paid packages) will result in the school receiving a commission of \$1.50 per paid individual package. This commission will be paid by the Contractor to the school at the end of the school year.
- One yearbook DVD will be provided at no charge to each school which publishes a yearbook. Student data will be provided within DVD to match data with images. If a 2nd DVD is required, there will be a charge to the school.

2. Each High School will be provided:

- Contractor will provide 10 photography days for yearbook related activity, including but not limited to (homecoming, prom, graduation, club day, sports packages, sports games, etc.) All days over 10 will be the responsibility of the school at a cost of \$150 per day. All events will be scheduled with the contractor at least 15 business days prior to the event.
- A non-framed composite of all graduating seniors (must have 90% photographed by Lifetouch for composite to be provided) will be provided to the school upon request of the principal. Request must be made prior to or during the school year of photography. Late requests for senior composites and other group composites will be billed based on the size of the composite.
- Picture ID cards will be furnished if requested by the Principal. There must be a requirement from principal for all students to have cards on their person each school day for them to be provided by Contractor. One yearbook DVD will be provided at no charge to each school who publishes a yearbook. Picture packages will be sorted by grade and returned to the school in approximately 2-3 weeks.
- Cap and gown, tuxes, and drapes will be provided by the Contractor.
- Packages for seniors in the standard Prestige senior program will have availability to include custom finish and retouching.

3. Other Services:

- Contractor will provide at no charge a composite of Hamilton County School Board upon request of The Director of Purchasing. One package per year of personal photographs will be provided at no charge to certain central office personnel, the Hamilton School Board Members, and to school staff members who request this on picture day. These packages cannot be swapped out to staff children.

Lifetouch School Portraits

- Three 8 x 10's of the Teacher of Excellence award winners, will be provided at no charge, four times a year totaling twelve 8 x 10's. Contractor will provide photographers for 2 county wide events and images on a DVD.

4. Additional Requirements:

- Contractor will be responsible for providing all promotional material.
- The Contractor will be responsible for all questions regarding student's pictures.
- Picture package must include the procedure in which to contact the Contractor.
- The Contractor will be responsible for scheduling enough photographers to handle all photographic sessions.
- Make-up sessions will be provided in the fall for all schools that produce a yearbook.
- The Contractor will not be allowed to raise the price of their photography packages as an overall average of more than 3.5 percent a year over the 2020-2021 school year prices.
- The Contractor will carry any adequate public liability and other appropriate forms of insurance.
- The Lifetouch exclusive, "Smilesafe Kids 24/7 Rapid Response Safety Program" will be provided to all students in grades K-12 for the 2020-2021 year, who had a fall picture taken.
- The Contractor will have all new employees go through extensive background checks, screening, and fingerprinting.
- The Contractor will provide a secure payment website for all credit card payments.
- The Contractor agrees to be responsible for all taxes incurred in performance of MOU.
- The Board shall have no liability except as specifically provided in the MOU.
- The Contractor shall comply with all applicable federal, state, and local taxes.
- The Contractor warrants that no part of the total amount shall be paid directly or indirectly to an employee or official of the Hamilton County School System, as wages, compensation, or gifts, in exchange for acting as an office, agent, employee, subcontractor, or consultant, to the Contractor, in connection with any work contemplated or performed relative to this MOU.
- The Contractor will make two (2) payments to Hamilton County Schools on or before December 15 and June 5 of each year based on fall and spring total sales.
- The Contractor will be responsible for having an office and working studio in Hamilton County and will keep it open and staffed during normal business hours, throughout the school year, and during the summer for senior portraits.
- The Contractor must provide upon request evidence of a comparable amount of existing school photography business customers as there is within the Hamilton County schools.
- The Board may terminate this agreement with or without cause at any time. The Board's Notice of Termination may provide The Contractor One hundred and twenty (120) days prior notice before it becomes effective. In the event of

Lifetouch School Portraits

termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

- The Contractor will furnish all equipment, backgrounds, cameras, etc. and personnel to take school pictures for grades K-12 in Hamilton County Schools. This agreement includes school years of 2020-2021, 2021-2022 and 2022-2023. This MOU will begin on July 1, 2020.
- The Contractor will make payments to Hamilton County Schools on or before December 15 and June 5 of each year based on fall and spring total sales.
- The total minimum payment for the school year is expected to be over \$250,000, but will be paid based on actual sales. \$182,500 will be paid by 12/15 of each year and the total actual calculated balance will be paid by 6/5 as the second payment.
- The second payment will be paid as an exact calculated amount by using the following percentages:
 - 1) Fall underclass package dollar sales paid at 50%, calculated on or by 12/10
 - 2) Fall senior portrait package dollar sales paid at 20%, calculated on or by 12/10
 - 3) Spring underclass package dollar sales paid at 50%, calculated on or by 6/1
 - 4) Class groups package dollar sales paid at 25%, calculated on or by 6/1
 - 5) Spring Senior Cap and Gown package dollar sales paid at 20%, calculated on or by 6/1

When the above 5 calculations are completed, the \$182,500 paid in December will be deducted from that total amount of calculated commissions for the year, leaving the total calculated balance amount to be paid on June 15 to Hamilton County Department of Education.


Lifetouch National School Studios Inc.

9/6/19
Date

Director of Purchasing/Asset Management

Date

Chief Financial Officer

Date

APPROVED:

Superintendent
Hamilton County Department of Education

Date

Lifetouch School Portraits

**Chairperson
Hamilton County Board of Education**

Date

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Justin Witt

DATE: June 18, 2020

RE: Renewal of Contract for Environmental Consulting Services

I have attached a copy of the annual contract for Environmental Consulting Services and Schedule of Fees with Helton and Associates, Inc. for School Board review and approval.

Helton and Associates has agreed to maintain current pricing with no increase for the upcoming year. The annual cost will be \$89,292.00

The contract period: July 1, 2020 through June 30, 2021

The contract primarily covers asbestos consulting services for Hamilton County Schools to insure compliance with AHERA regulations, including inspections, State reporting and periodic and annual surveillance. In addition, hourly rates are listed for other consulting and testing services that may be required in dealing with asbestos, lead paint, mold and mildew and other air quality issues.

Attachment: AHERA Proposed Contract and Fee Schedule 2020/2021
Engineering/Consulting Approved list

HELTON AND ASSOCIATES, INC.

3769 OLD KNOXVILLE HWY.
ROCKFORD, TN 37853 - 865-970-3932

March 12, 2020

Tim Harper
Hamilton County Schools
2501 Dodds Ave.
Chattanooga, TN 37407

Re: Annual Contract for Asbestos (AHERA) and other Indoor Air Quality Services

Dear Mr. Harper:

We appreciate your continued business and realize the great economic pressure all school budgets are facing right now. Although our costs have gone up over the last year, we are committed to maintaining our contract agreement with no increase to minimize the burden on your school budget.

I have enclosed two copies of the AHERA Annual Contract for 2020-2021. Please sign both and return one copy to Helton & Associates, Inc. in the enclosed envelope.

Thank you again for your business. Please call if you have any questions.

Sincerely,



W. C. Helton
President

Enclosure

HELTON AND ASSOCIATES, INC.

3769 Old Knoxville Hwy.
ROCKFORD, TENNESSEE 37853 * (865) 970-3932

haitn@bellsouth.net

ANNUAL CONTRACT FOR ASBESTOS (AHERA) AND OTHER INDOOR AIR QUALITY SERVICES

This contract is for Asbestos (AHERA) and other indoor air quality services for the Hamilton County Schools, Chattanooga, TN. Helton and Associates, Inc. will perform the following specific services for the stipulated sum(s) shown elsewhere in this contract.

A. Ongoing services as required under the AHERA law.

1. Inspection

Inspections will be performed in all schools as per the AHERA regulations.

EPA has issued interpretations of the AHERA regulations stating that more than one sample of miscellaneous materials must be collected. New OSHA regulations require a minimum of three (3) samples per homogeneous material. Bulk samples will be charged at a rate of \$20.00 per sample as indicated in the unit rates attached.

2. Duplication of LEA Files to Schools

All AHERA information within the LEA files will be duplicated and placed in the respective school office.

3. Warning Labels

Appropriate warning signs will be placed in all appropriate areas to meet AHERA requirement.

4. Permit System

A permit system as required by AHERA for work performed in the schools by outside contractors will be designed for each of the Hamilton County Schools

5. Operations & Maintenance (O&M) Activities Update

A special form will be completed for each AHERA O&M activity previously performed in the Hamilton County Schools which involved asbestos.

These forms will be placed in both the schools' and the LEA's school files.

At the discretion of Hamilton County Schools, future O&M and asbestos related activities which are performed by Helton and Associates, Inc.'s Project

Professionals will be at the unit rates as per the Companies current Schedule of Fees at the time services are rendered.

6. Periodic Surveillance

A program for AHERA required periodic surveillances of all asbestos containing materials will be designed and implemented.

7. State of Tennessee Update (Annual Progress Report)

The AHERA required annual progress report will be compiled and submitted to the State of Tennessee.

8. Training

Two (2) hour and sixteen (16) hour training courses as required by AHERA will be conducted for all custodial and maintenance personnel at a schedule convenient to the OWNER.

B. Contract Sum and Payment Procedures

The inclusive dates of the work in this contract are **July 1, 2020 to June 30, 2021**.

All services provided under this contract will be in strict compliance with Local, State and Federal rules and regulations.

Helton and Associates, Inc. will complete all above specified services within the contract period for the sum of **Eighty Nine Thousand Two Hundred Ninety Two Dollars**, plus \$20.00 per bulk sample as per the attached schedule of fees.

Hamilton County Schools will pay Helton and Associates, Inc. in 12 payments as follows:

12 payments of \$7,441.00.

C. Additional services to be provided on an as needed basis for the schools and payment procedures.

1. Specifications and Project Management

Project specifications by EPA accredited designers as required by law will be developed and managed for all abatement projects as follows:

- a. Routine maintenance abatement projects completed by Helton and Associates, Inc. which fall under the county's approved maintenance contract will be charged according to the size of the project at a rate of not less than \$250.00 (projects not exceeding \$2,000.00) nor more than \$950.00.

- b. Abatement projects to be advertised for public bid will be charged at 8% of the total package with a minimum of \$2,000.00

2. Air Monitoring Services

Air monitoring services will be conducted by a certified environmental specialist at the following rates:

- a. Daily air monitoring - including up to eight hours and eight cassettes (phase contract microscopy).....\$ 450.00 @ day
 - Hours over eight.....\$ 80.00 @ hr
 - Cassettes over eight.....\$ 30.00 @ ea

Note: These charges apply to all PCM clearances.

- c. Transmission Electron Microscopy (TEM) Clearances.....\$1000.00 @ ea

3. Indoor Air Quality Services

Asbestos is presently the most highly regulated substance within the sphere of indoor air problems in schools. However, lead, mold, micro organisms, volatile organic compounds and many other potentially hazardous materials are raising concerns which must be addressed. Helton and Associates, Inc. agrees to provide consulting services (inspections, testing, and O & M plans etc.) on an as needed basis as per the attached schedule of fees. All costs listed for professional man hours will be discounted at 10% for the duration of this contract. All other cost will apply as listed.

By signing in the designated space below your acceptance of the contract will be complete and Helton and Associates, Inc. will continue the annual contract for Asbestos (AHERA) and other indoor air quality services for Hamilton County Schools.

Owner
Hamilton County Schools
2501 Dodds Ave.
Chattanooga, TN 37407

Contractor
Helton and Associates, Inc.
1763 Topside Road
Louisville, TN 37777

Signed Date

W. C. Helton 3/12/20
Signed Date

Typed Name Title

W. C. Helton President
Typed Name Title

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Justin Witt

DATE: June 18, 2020

RE: RFP 20-30-Sale Creek Field House and Concession Building

Bids were received by the HCDE purchasing department at 3:00 P.M. on May 21, 2020 for the Sale Creek Field House and Concession Building. The apparent low bidder was J&J Contractors, Inc. in the amount of \$1,716,400.00.

I recommend approval.

Funding provided by Capital.

Attachments: Bid Tabulation

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

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Athletic Field House & Concessions Building- Sale Creek Middle High Stadium
 (Bid File 20-30)
Tabulation Sheet

Contractor	Bid Bond 5%	Non-Coll. Affd.	Drug-Free Affd.	Addend. to Agrmt.	Cert. of Complc.	Addenda 1,2,3,4	Unit Price #1	Unit Price #2	Lump Sum Bid
Cherokee Construction Co.	✓	✓	✓	✓	✓	✓	22.00	200.00	2,089,088.00
Construction Consultants	✓	✓	✓	✓	✓	✓	24.20	220.00	1,900,000.00 Add 60,000.00
Dillard Construction, Inc	✓	✓	✓	✓	✓	✓	26.00	196.00	1,796,000.00 Deduct 17,000.00
Helton Construction	✓	✓	✓	✓	✓	✓	25.00	300.00	1,816,000.00 Add 5,000.00
Integrated Properties	✓	✓	✓	✓	✓	✓	25.00	61.00	2,044,292.00
J&J Contractors, Inc.	✓	✓	✓	✓	✓	✓	11.50	175.00	1,716,400.00
K&F Construction									No Bid
Robert Roberts, LLC	✓	✓	✓	✓	✓	✓	46.00	330.00	1,800,000.00
TU Parks Construction	✓	✓	✓	✓	✓	✓	27.50	330.00	2,000,000.00 Deduct 23,000.00
Wilder Contracting, LLC	✓	✓	✓	✓	✓	✓	25.00	210.00	1,787,000.00

RECOMMEND AWARD OF BID TO: J&J Contractors, Inc.

BID SENT TO 14 **VENDORS** 10 **VENDORS RESPONDED**

FUNDS TO BE PROVIDED BY:



Athletic Field House & Concessions Building- Sale Creek Middle High Stadium
 (Bid File 20-30)
Tabulation Sheet

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J&J Contractors, Inc.	✓	✓	✓	✓	✓	✓	11.50	175.00	1,716,400.00
K&F Construction									No Bid
Robert Roberts, LLC	✓	✓	✓	✓	✓	✓	46.00	330.00	1,800,000.00
TU Parks Construction	✓	✓	✓	✓	✓	✓	27.50	330.00	2,000,000.00 Deduct 23,000.00
Wilder Contracting, LLC	✓	✓	✓	✓	✓	✓	25.00	210.00	1,787,000.00

RECOMMEND AWARD OF BID TO: J&J Contractors, Inc.

BID SENT TO 14 **VENDORS** 10 **VENDORS RESPONDED**

FUNDS TO BE PROVIDED BY:

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Justin Witt

DATE: June 18, 2020

RE: RFP 20-36-Red Bank High Gym Reroof

Bids were received by the HCDE purchasing department at 2:00 P.M. on May 7, 2020 for the Red Bank High Gym Reroof. The apparent low bidder was JDH Company in the amount of \$579,100.00.

I recommend approval.

Funding provided by 18/19 Capital.

Attachments: Bid Tabulation

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

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Dr. Bryan Johnson, Superintendent

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Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Justin Witt
FROM: Ron Smith, Manager Capital Projects
DATE: May 26, 2020
RE: Bid File (20-36) Red Bank High School Reroofing

Bids received on May 7, 2020 at 2:00 PM

I request School Board approval for the reroofing the gym at Red Bank High School.

Recommend the low base bid of \$579,100.00 be awarded to JDH Company

Funds provided from 2018/19 Capital Projects Budgets

Sincerely,

Ron Smith

Hamilton County Department of Education
 Bid Opening – May 7, 2020 – 2:00 PM.
 Bid File 20-36 Tab Sheet Reroofing Red Bank high School Gym

Bidder	Receipt of Addendum	Sign/ Dated Cert of Compl	Non-Collusion Affidavit	Drug Free Workplace	Iran Divestment	Addendum to Agreement	Bid Bond
Foam Crete	✓	✓	✓	✓	✓	✓	✓
JDH Co.	✓	✓	✓	✓	✓	✓	✓
Tri State Roofing	✓	✓	✓	✓	✓	✓	✓

Bidder	Base Bid	Additive Alternate Warranty 20 To 30 Years Total Cost	Unit Price to Replace Damaged Tectum Board Per SF	Unit Price To Replace Damaged Existing Steel Roof Decking Per SF	Unit Price To Replace Damaged Ceiling Tiles Per Tile
Foam Crete	877,440	37,915	15.25	12.00	25.00
JDH Co.	579,100	635,044	10.00	6.00	13.00
Tri State Roofing	673,869	50,140	20.00	5.00	25.00

Recommend Award of Bid To: JDH Company

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

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FROM: Ron Smith, Manager Capital Projects
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JDH Co.	✓	✓	✓	✓	✓	✓	✓
Tri State Roofing	✓	✓	✓	✓	✓	✓	✓

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Tri State Roofing	673,869	50,140	20.00	5.00	25.00

Recommend Award of Bid To: JDH Company

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, HCDE Superintendent

FROM: Dr. Justin Robertson, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: June 18, 2020

RE: Recommendation for Approval for the School Nutrition Program

It is recommended that the following vendors be approved to provide the following products/service listed below for the School Nutrition Program for SY 2020-2021:

<u>Company/Vendor/Non-Food</u>	<u>Product/Service</u>	<u>Bid File Number</u>
T.S. RAUSLTON	Plumbing Services	RFP File # 20-48
Coca-Cola Company	Beverages	Bid File # 20-43
MAYFIELD/Dean Foods	Milk and Milk Products	Bid File # 20-43
T&T PRODUCE	Fresh Produce	Bid File # 20-45
HERSHEY CREAMERY	Ice Cream Products	RFP File # 20-44
BIMBO BAKERIES	Bread Products	RFP File # 20-46

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Hamilton County Department of Education
 Bid Opening – May 20, 2020 – 2:30 pm.
 RFP File 20-48 Tab Sheet Plumbing Services

Bidder	Service Visit Fee/ Minimum Fee:	Technician – Regular time hourly rate	Technician – After hour/hourly rate	Technician's helper – Regular hourly rate	Technician's helper – After hour/ hourly rate
T.S. Raulston Inc	127.00	77.00	98.00	52.00	65.00

Recommend Award of Bid To: T.S. Raulston Inc

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Bottled Water, unflavored, 20 fl oz	Bottled Water, unflavored, 12 fl oz	Bottled Water, unflavored, enhanced ingredients: magnesium and potassium; 20 fl oz	Bottled Water, purified, Strawberry or Raspberry flavored, 20 fl oz	Bottled Water, Grape flavored 20 fl oz	Water Enhanced w/ vitamins Strawberry Lemonade, 20 fl oz
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$7.50	\$6.00	\$15.50	\$7.50	N/A	\$8.87
Bidder	Water Enhanced w/ vitamins Lemonade or Lemon, must, 20 fl oz	Water Enhanced w/ vitamins Acai Berry, 20 fl oz	Water Enhanced w/ vitamins Orange and/or Mango 20 fl oz	Water Enhanced w/ vitamins Dragonfruit, 20 fl oz	Water Enhanced w/ vitamins Mixed Berries, 20 fl oz	Water Enhanced w/ vitamins Pomegranate 20 fl oz
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$8.87	\$8.87	\$8.87	\$8.87	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Sports Drink, 12 oz Blue Color	Sports Drink 12 oz Fruit Punch	Sports Drink 12 oz Grape	Sports Drink 20 oz White Cherry	Sports Drink 20 oz Orange	Sports Drink 20 oz Blue Color
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$9.00	N/A	N/A	N/A	N/A	\$11.00

Bidder	Sports Drink, 20 oz Fruit Punch	Sports Drink 20 oz. Grape	Juice 10 oz Apple	Juice 10 oz Orange
Pepsi Foodservice	NON-RESPONSIVE			
Coca-Cola Co.	\$11.00	\$11.00	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Buttermilk, ≤1.5% fat Gallon	Buttermilk, ≤1.5% Half Gallon	Cottage Cheese, low 5#	Milk, 1% fat, fortified with Vitamins Gallon	Milk, 1% fat, fortified with Vitamins Half Gallon	Milk, chocolate ½ Pint
Mayfield/Dean Foods	3.95	1.99	8.00	3.90	1.99	.24

Bidder	Milk, Strawberry ½ Pint	Milk 1% fat ½ Pint	Milk fat free skim ½ Pint	Milk lactose-free skim or 1% ½ Pint	Milk vanilla fat free ½ Pint	Milk Whole ½ Pint
Mayfield/Dean Foods	.27	.24	.22	.53	.27	.27

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Orange Juice 100% pure ½ Pint	Orange Juice 100% pure 4 oz	Sour Cream 5#
Mayfield/Dean Foods	.24	.15	8.00

Recommend Award of Bid To: Coca-Cola Co. for Beverages and
 Mayfield/Dean Foods for Milk/Dairy
 Products & Juice

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
Bid Opening – May 20, 2020 – 1:30 pm.
Bid File 20-45 Tab Sheet Fresh Produce

Bidder	Total Bid
IWC	302,710.38
T and T Produce	231,588.50

Recommend Award of Bid To: T and T Produce

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:00 pm.
 RFP File 20-44 Tab Sheet Ice Cream Products

Bidder	Bar or Push Up Pop, Orange Sherbet	Bar, Chocolate, Coated with Cake Pieces	Bar, Cotton Candy	Bar, Fudge	Bar, Strawberry, Coated with Cake Pieces	Cone, Cookies & Cream
Hershey Creamery	\$0.28	\$0.32	\$0.28	\$0.28	\$0.32	\$0.51
Mayfield/Dean Food	\$0.31	\$0.46	\$0.31	\$0.25	\$0.42	\$0.54

Bidder	Cone, Ice Cream (no Chocolate),	Cup, Chocolate Ice Cream	Cup, Strawberry Ice Cream	Cup, Vanilla Ice Cream	Cup, Vanilla Ice Cream with Chocolate Sauce	Cup, Vanilla Ice Cream with Strawberry Sauce
Hershey Creamery	\$0.51	\$0.29	N/A	\$0.29	\$0.29	\$0.29
Mayfield/Dean Food	\$0.54	\$0.31	\$0.31	\$0.27	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:00 pm.
 RFP File 20-44 Tab Sheet Ice Cream Products

Bidder	Frozen Treat, Sour Apple	Frozen Treat, Sour Blue Raspberry	Popsicle, Cherry or Fruit Punch	Sandwich, Cookies & Cream Ice Cream and Chocolate Wafers	Sandwich, Reduced Fat Vanilla Ice Cream and Chocolate Wafers	Sandwich, Vanilla Ice Cream and Chocolate Wafers
Hershey Creamery	\$0.28	\$0.50	\$0.28	\$0.46	\$0.46	\$0.29
Mayfield/Dean Food	N/A	\$0.46	\$0.31	\$0.37	N/A	\$0.26
Bidder	Stick, Fudge Fat Free					
Hershey Creamery	N/A					
Mayfield/Dean Food	\$0.19					

Recommend Award of Bid To: Hershey Creamery

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:30 pm.
 RFP File 20-46 Tab Sheet Fresh Bread Products

Bidder	BREAD - LOAF, SANDWICH SLICED	BUNS - HAMBURGER, SLICED	BUNS - HOAGIE, SLICED, WHOLE GRAIN	BUNS - HOAGIE, SLICED, WHITE	BUNS - HOT DOG, SIDE CUT
Bimbo Bakeries	1.83	2.05	1.74	1.68	2.48

Recommend Award of Bid To: Bimbo Bakeries

Funds To Be Provided By: School Nutrition

DE.jg



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, HCDE Superintendent

FROM: Dr. Justin Robertson, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: June 18, 2020

RE: Recommendation for Approval for the School Nutrition Program

It is recommended that the following vendors be approved to provide the following products/service listed below for the School Nutrition Program for SY 2020-2021:

<u>Company/Vendor/Non-Food</u>	<u>Product/Service</u>	<u>Bid File Number</u>
T.S. RAUSLTON	Plumbing Services	RFP File # 20-48
Coca-Cola Company	Beverages	Bid File # 20-43
MAYFIELD/Dean Foods	Milk and Milk Products	Bid File # 20-43
T&T PRODUCE	Fresh Produce	Bid File # 20-45
HERSHEY CREAMERY	Ice Cream Products	RFP File # 20-44
BIMBO BAKERIES	Bread Products	RFP File # 20-46

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter

addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Hamilton County Department of Education
 Bid Opening – May 20, 2020 – 2:30 pm.
 RFP File 20-48 Tab Sheet Plumbing Services

Bidder	Service Visit Fee/ Minimum Fee:	Technician – Regular time hourly rate	Technician – After hour/hourly rate	Technician's helper – Regular hourly rate	Technician's helper – After hour/ hourly rate
T.S. Raulston Inc	127.00	77.00	98.00	52.00	65.00

Recommend Award of Bid To: T.S. Raulston Inc

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Bottled Water, unflavored, 20 fl oz	Bottled Water, unflavored, 12 fl oz	Bottled Water, unflavored, enhanced ingredients: magnesium and potassium; 20 fl oz	Bottled Water, purified, Strawberry or Raspberry flavored, 20 fl oz	Bottled Water, Grape flavored 20 fl oz	Water Enhanced w/ vitamins Strawberry Lemonade, 20 fl oz
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$7.50	\$6.00	\$15.50	\$7.50	N/A	\$8.87
Bidder	Water Enhanced w/ vitamins Lemonade or Lemon, must, 20 fl oz	Water Enhanced w/ vitamins Acai Berry, 20 fl oz	Water Enhanced w/ vitamins Orange and/or Mango 20 fl oz	Water Enhanced w/ vitamins Dragonfruit, 20 fl oz	Water Enhanced w/ vitamins Mixed Berries, 20 fl oz	Water Enhanced w/ vitamins Pomegranate 20 fl oz
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$8.87	\$8.87	\$8.87	\$8.87	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Sports Drink, 12 oz Blue Color	Sports Drink 12 oz Fruit Punch	Sports Drink 12 oz Grape	Sports Drink 20 oz White Cherry	Sports Drink 20 oz Orange	Sports Drink 20 oz Blue Color
Pepsi Foodservice	NON-RESPONSIVE					
Coca-Cola Co.	\$9.00	N/A	N/A	N/A	N/A	\$11.00

Bidder	Sports Drink, 20 oz Fruit Punch	Sports Drink 20 oz. Grape	Juice 10 oz Apple	Juice 10 oz Orange
Pepsi Foodservice	NON-RESPONSIVE			
Coca-Cola Co.	\$11.00	\$11.00	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 1:30 pm.
 Bid File 20-43 Tab Sheet Beverages, Milk, Dairy Products and Juices

Bidder	Buttermilk, ≤1.5% fat Gallon	Buttermilk, ≤1.5% Half Gallon	Cottage Cheese, low 5#	Milk, 1% fat, fortified with Vitamins Gallon	Milk, 1% fat, fortified with Vitamins Half Gallon	Milk, chocolate ½ Pint
Mayfield/Dean Foods	3.95	1.99	8.00	3.90	1.99	.24

Bidder	Milk, Strawberry ½ Pint	Milk 1% fat ½ Pint	Milk fat free skim ½ Pint	Milk lactose-free skim or 1% ½ Pint	Milk vanilla fat free ½ Pint	Milk Whole ½ Pint
Mayfield/Dean Foods	.27	.24	.22	.53	.27	.27

Hamilton County Department of Education
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Recommend Award of Bid To: Coca-Cola Co. for Beverages and
 Mayfield/Dean Foods for Milk/Dairy
 Products & Juice

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
Bid Opening – May 20, 2020 – 1:30 pm.
Bid File 20-45 Tab Sheet Fresh Produce

Bidder	Total Bid
IWC	302,710.38
T and T Produce	231,588.50

Recommend Award of Bid To: T and T Produce

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:00 pm.
 RFP File 20-44 Tab Sheet Ice Cream Products

Bidder	Bar or Push Up Pop, Orange Sherbet	Bar, Chocolate, Coated with Cake Pieces	Bar, Cotton Candy	Bar, Fudge	Bar, Strawberry, Coated with Cake Pieces	Cone, Cookies & Cream
Hershey Creamery	\$0.28	\$0.32	\$0.28	\$0.28	\$0.32	\$0.51
Mayfield/Dean Food	\$0.31	\$0.46	\$0.31	\$0.25	\$0.42	\$0.54
Bidder	Cone, Ice Cream (no Chocolate),	Cup, Chocolate Ice Cream	Cup, Strawberry Ice Cream	Cup, Vanilla Ice Cream	Cup, Vanilla Ice Cream with Chocolate Sauce	Cup, Vanilla Ice Cream with Strawberry Sauce
Hershey Creamery	\$0.51	\$0.29	N/A	\$0.29	\$0.29	\$0.29
Mayfield/Dean Food	\$0.54	\$0.31	\$0.31	\$0.27	N/A	N/A

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:00 pm.
 RFP File 20-44 Tab Sheet Ice Cream Products

Bidder	Frozen Treat, Sour Apple	Frozen Treat, Sour Blue Raspberry	Popsicle, Cherry or Fruit Punch	Sandwich, Cookies & Cream Ice Cream and Chocolate Wafers	Sandwich, Reduced Fat Vanilla Ice Cream and Chocolate Wafers	Sandwich, Vanilla Ice Cream and Chocolate Wafers
Hershey Creamery	\$0.28	\$0.50	\$0.28	\$0.46	\$0.46	\$0.29
Mayfield/Dean Food	N/A	\$0.46	\$0.31	\$0.37	N/A	\$0.26
Bidder	Stick, Fudge Fat Free					
Hershey Creamery	N/A					
Mayfield/Dean Food	\$0.19					

Recommend Award of Bid To: Hershey Creamery

Funds To Be Provided By: School Nutrition

DE.jg

Hamilton County Department of Education
 Bid Opening – May 19, 2020 – 2:30 pm.
 RFP File 20-46 Tab Sheet Fresh Bread Products

Bidder	BREAD - LOAF, SANDWICH SLICED	BUNS - HAMBURGER, SLICED	BUNS - HOAGIE, SLICED, WHOLE GRAIN	BUNS - HOAGIE, SLICED, WHITE	BUNS - HOT DOG, SIDE CUT
Bimbo Bakeries	1.83	2.05	1.74	1.68	2.48

Recommend Award of Bid To: Bimbo Bakeries

Funds To Be Provided By: School Nutrition

DE.jg

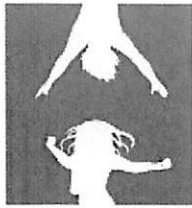
Hamilton County Department of Education
 Bid Opening – June 9, 2020 – 11:00 AM.
 Bid File 20-75 Tab Sheet Contract for HVAC Supplies for the Maintenance Department

Bidder	Carrier motor assay induce 48SS400626	# 90-290q Stevco relay	Climate Master 68173408 motor	McQuay P C board Mark IV A C Kit 056792401K	Copeland Compressor 230V, 1PH	240 to 24 volt 20 va transformer
Teamair Distributing	209.00	3.75	175.00	TBD	368.00	6.35
Wholesale Supply Group Inc	155.04	5.50	195.00	350.00	215.00	8.61
Bidder	Run Capacitor 10 @ 370	2 pole 40 amp 208/240 contactor	AX 35 Belts	Cutler Hammer AN16NN0A Starter	½" x 10' EMT Conduit	½" Seal Tight Flex Conduit
Teamair Distributing	1.09	10.75	4.75	TBD	TBD	TBD
Wholesale Supply Group Inc	1.67	6.98	9.50	2,892.00	40.01 PER 100	97.13 PER 100
Bidder	50 Amp 3 Pole Breaker	% Off Of All Items Not Listed In Catalog Or Price List				
Teamair Distributing	10.85	TBD				
Wholesale Supply Group Inc	60.28	0				

Recommend Award of Bid To: All Vendors

Funds To Be Provided By: Maintenance/Capital Budget

DE.jg



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

REQUEST FOR EMERGENCY/EARLY APPROVAL

MEMORANDUM

TO: Executive Committee of the Hamilton County Board of Education

FROM: Dr. Justin Robertson, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: May 13, 2020

RE: Bid file # 20-56 Serving line Counters

The emergency/early approval for this bid is needed by May 22nd in order to meet the deadline for obtaining purchase orders.

Due to Covid19 and the reschedule of the bid openings, bid file # 20-56 for Serving lines couldn't follow regular procedures for Board Approval. We understand that if this request is approved, we can go ahead and order the items from the bid with full ratification by the Board on May 21st.

Bid File # 20-56 Serving Line Counters for Howard Connect and Hixson High School.

Recommended vendor: CITISCO-BOELTER

Due to the increase on enrollment at Howard Connect, the new serving line counters are needed by the beginning of the school year 2020-2021. Hixson High School serving lines are also needed for the new school year because the existing lines are presenting a lot of issues that compromise the quality of the food served; being able to get the project started with the manufacturer will hasten the overall completion of the schools getting their lines installed.

I respectfully request your approval in this matter so we can proceed with the completion of our requisitions for purchase orders.

PRINCIPAL or DIRECTOR:

ASSOCIATE, DEPUTY, CFO, CHIEF or
OF OPERATIONS or, ASSISTANT SUPERINTENDENT:

DocuSigned by:
Kristen Nauss
CAS22E8DD7248C...

(signature)

DocuSigned by:
Justin Robertson
4D76312655B8468...

(signature)

Approved:

DocuSigned by:
Dr. Bryan Johnson
2AAC931BA37540D...

Superintendent/Date

Joe White 5/20/20

Board Chairman/Date

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Hamilton County Department of Education
 Bid Opening – May 12, 2020 – 11:00 am.
 Bid File 20-56 Tab Sheet Furnish and Install Serving Line Counters

Project 1 Howard Connect Academy

Bidder	Grab N Go Merchandizer 36"W Model H-GNG-LPRO- 3 Piper Products Qty 2		Hot Food Serving Counter Model 5-HF- MOD 36"Hx74"Wx28"D Piper Products Qty 2		Cold Wells Serving Counter Model # 5- BCM-MOD 36"H x 74"W x 28"D or Piper Products Qty 2	
	Unit	Total	Unit	Total	Unit	Total
BRESCO	11,417.00	22,834.00	15,837.00	31,674.00	11,612.00	23,224.00
Citisco-Boelter	10,270.40	20,540.80	14,315.73	28,631.46	10,526.28	21,052.56
Douglas Equipment						
Hotel and Restaurant Supply	10,641.00	21,282.00	14,759.00	29,518.00	10,823.00	21,646.00
Katom	12,539.87	25,079.74	17,243.61	34,487.22	12,748.79	25,497.58
Mobile Fixture and Equipment	11,736.00	23,472.00	16,263.00	32,526.00	11,937.00	23,874.00
Strategic Equipment	11,085.70	22,171.40	15,465.27	30,930.54	11,385.20	22,770.40
Windrock Enterprises	10,992.00	21,984.00	14,556.00	29,112.00	10,715.00	21,430.00

Hamilton County Department of Education
 Bid Opening – May 12, 2020 – 11:00 am.
 Bid File 20-56 Tab Sheet Furnish and Install Serving Line Counters

Project 1 Howard Connect Academy

	Cashier Stand Serving Counter Model 4-ST-Mod 36"H x 60"W x 28"D Piper Products Qty 1	Utility Serving Counter Model 3-ST-MOD 36"H x 46"W x 28"D Qty 1	Elite Cool Breeze Cold Food Serving counter Model 3-CB 36"H x 46"W x 28"D Qty 1	Project 1 Total
Bidder				
BRESCO	7,776.00	8,052.00	7,442.00	101,002.00
Citisco-Boelter	7,043.53	7,298.18	6,752.56	91,319.09
Douglas Equipment				Non-responsive
Hotel and Restaurant Supply	7,243.00	7,507.00	6,937.00	94,133.00
Katom	9,059.34	9,352.42	8,704.09	112,180.39
Mobile Fixture and Equipment	8,058.00	8,345.00	7,718.00	103,993.00
Strategic Equipment	7,849.70	8,115.75	7,527.21	99,365.00
Windrock Enterprises	7,214.00	7,398.00	6,840.00	93,978.00

Hamilton County Department of Education
 Bid Opening – May 12, 2020 – 11:00 am.
 Bid File 20-56 Tab Sheet Furnish and Install Serving Line Counters

Project 2 Hixson High School

Bidder	Grab N Go Merchandizer Model R-GNG-LPRO-a 56"H x 48"W x 34.38"D Piper Products Qty 1	Hot Food Serving Counter Model # 5-HF 36"H x 74"W x 28"D Piper Products Qty 2		Hot & Cold Serving Counter Model # 2-HCM 36"H x 46"W x 28"D Piper Products Qty 2		Cold Serving Counter Model # 4-BCM 36"H x 60"W x 28"D Piper Products Qty 2		Total Project 2
		Unit	Total	Unit	Total	Unit	Total	
BRESCO	10,442.00	18,251.00	36,502.00	13,176.00	26,352.00	12,190.00	24,380.00	97,676.00
Citisco-Boelter	9,390.88	16,493.66	32,987.32	11,917.81	23,835.62	11,039.26	22,078.52	88,292.34
Douglas Equipment								Non-responsive
Hotel and Restaurant Supply	9,734.00	17,009.00	34,018.00	12,281.00	24,562.00	11,362.00	22,724.00	91,038.00
Katom	11,783.39	20,092.45	40,184.90	14,694.28	29,388.56	13,644.44	27,288.88	108,645.73
Mobile Fixture and Equipment	10,792.00	18,780.00	37,560.00	13,544.50	27,089.00	12,574.00	25,148.00	100,589.00
Strategic Equipment	10,424.99	17,966.035	35,932.07	13,065.93	26,131.86	12,113.605	24,227.21	96,716.13
Windrock Enterprises	9,599.00	16,774.00	33,548.00	12,110.00	24,220.00	11,205.00	22,410.00	89,777.00

Recommend Award of Bid To: Citisco-Boelter

Funds To Be Provided By: School Nutrition

2. Financial Reports

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer

DATE: June 18, 2020

SUBJECT: Monthly Financial Report

Attached is the monthly financial report comparing budget to actual through April, 2020. The presentation of the monthly financial statement compares actual year-to-date expenditures to the original adopted budget and the year-to-date amended budget.

**HAMILTON COUNTY SCHOOLS
REVENUE/OBLIGATIONS VS BUDGET
PERIOD ENDED
APRIL, 2020**

REVENUES		Adopted			Federal Programs			Self-Funded Programs			Child Nutrition			Grand Totals		
		Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual	Budget	Revised Budget	YTD Actual
LOCAL TAXES		230,600,000	233,600,000	192,631,706									230,600,000	233,600,000	192,631,706	
LICENSES AND PERMITS		12,000	12,000	8,792									12,000	12,000	8,792	
CHARGES FOR CURRENT SERVICES		543,000	543,000	363,902				3,814,990	4,851,360	4,758,663	3,699,602	3,699,602	2,917,694	8,057,592	9,093,962	8,040,259
OTHER LOCAL REVENUES		3,000,000	3,000,000	3,750,699				2,835,424	3,686,506	1,562,705	163,409	163,409	95,874	5,998,833	6,849,915	5,409,278
STATE OF TENNESSEE		173,110,000	173,242,502	154,700,300										173,110,000	173,242,502	877,625
OTHER STATE REVENUES		600,000	4,192,687	877,625							190,000	190,000	195,900	790,000	4,382,687	1,056,798
FEDERAL GOVERNMENT		850,000	850,000	860,898	30,939,539	37,881,971	18,309,204				17,051,674	17,051,674	14,158,843	48,841,213	55,783,645	33,328,945
OTHER SOURCES		1,285,000	1,285,000	667,436										1,285,000	1,285,000	667,436
RESERVES/FUND BALANCE		8,000,000	22,800,200						1,360,026			818,313		8,000,000	24,978,539	-
TOTAL REVENUES		418,000,000	439,525,389	353,861,358	30,939,539	37,881,971	18,309,204	6,650,414	9,897,892	6,321,368	21,104,685	21,922,998	17,368,311	476,694,638	509,228,250	395,860,241
EXPENDITURES																
REGULAR INSTRUCTION PROGRAM	71100	207,590,129	216,117,878	150,896,547	8,746,312	10,105,756	6,111,174	2,434,817	3,898,977	2,203,782				218,771,258	230,122,611	159,211,503
SPECIAL EDUCATION INSTR PROG	71200	42,092,235	39,867,193	28,283,842	4,748,150	5,490,513	3,729,725	300,000	777,013	762,557				47,140,385	46,134,719	32,776,124
VOCATIONAL ED INSTR PROG	71300	8,941,335	9,094,814	6,393,178	475,526	623,074	500,186		157,697	27,827				9,416,861	9,875,585	6,921,191
ATTENDANCE	72110	2,738,609	2,709,550	1,783,385										2,738,609	2,709,550	1,783,385
HEALTH SERVICES	72120	4,848,133	5,015,045	3,504,053		150		42,500	64,500	55,345				4,890,633	5,079,695	3,559,398
OTHER STUDENT SUPPORT	72130	13,847,708	13,432,081	8,659,106	3,414,555	4,335,784	2,091,700	75,655	416,655	56,453				17,337,918	18,184,520	10,807,259
REG INST SUPPORT	72210	12,524,627	15,274,361	9,285,987	7,477,787	9,913,423	5,620,319	277,938	656,052	276,665				20,280,352	25,843,836	15,182,971
SPECIAL ED INST SUPPORT	72220	3,387,635	3,583,985	2,564,390	3,281,875	3,305,971	2,408,641							6,669,510	6,889,956	4,973,031
VOCATIONAL ED INST SUPPORT	72230	246,915	297,086	221,140	12,500	65,500	11,247							259,415	362,586	232,387
EDUCATION TECHNOLOGY	72250	4,634,807	7,875,490	6,617,192	164,324	258,052	173,980							4,799,131	8,133,542	6,791,172
BOARD OF EDUCATION	72310	6,199,378	6,188,626	5,010,592										6,199,378	6,503,786	5,192,042
OFFICE OF SUPERINTENDENT	72320	2,285,392	2,535,600	1,502,221										2,376,622	2,629,230	1,561,862
OFFICE OF PRINCIPAL	72410	28,496,993	29,277,782	21,377,287				91,230	93,630	59,641				28,496,993	29,282,199	21,381,704
FISCAL SERVICES	72510	3,369,030	3,581,850	2,401,553				10,000	10,000	1,959				3,379,030	3,591,850	2,403,512
HUMAN RESOURCES	72520	1,858,157	1,901,237	1,402,395					2,294	1,477				1,858,157	1,903,531	1,403,872
OPERATION OF PLANT	72610	25,624,131	25,604,619	22,161,072										25,624,131	25,604,619	22,161,072
MAINTENANCE OF PLANT	72620	9,493,178	10,191,233	7,973,262										9,493,178	10,245,473	7,989,894
TRANSPORTATION	72710	18,940,008	19,217,921	18,388,100	266,340	349,095	141,312		54,240	16,632				19,206,348	19,587,016	18,531,162
CENTRAL AND OTHER	72810	388,597	743,297	608,302					8,983	96				388,597	752,280	608,398
FOOD SERVICE	73100	-	169,265	170,045												
COMMUNITY SERVICES	73300	470,311	556,067	374,598	491,184	1,127,267	489,179	3,222,512	3,222,512	2,208,065	21,104,685	21,922,998	19,654,630	21,104,685	22,092,263	19,824,675
EARLY CHILDHOOD EDUCATION	73400	2,997,170	3,060,793	2,030,650				195,762	195,762	133,414				4,184,007	4,905,846	3,071,842
REGULAR CAPITAL OUTLAY	76100	197,000	347,000	69,863										3,192,932	3,256,555	2,164,064
EDUCATION DEBT SERVICE		975,000	975,000	-										197,000	347,000	69,863
EDUCATION CAPITAL PROJECTS		3,000,000	9,000,000	9,000,000										975,000	975,000	-
CHARTER SCHOOLS (TRANSFERS)		12,853,522	12,853,522	11,735,407	1,860,986	2,307,386	22,436							3,000,000	9,000,000	9,000,000
TRANSFERS-STATE GRANTS			54,094											14,714,508	15,160,908	11,757,843
TOTAL EXPENDITURES		418,000,000	439,525,389	322,414,167	30,939,539	37,881,971	21,299,899	6,650,414	9,897,892	5,991,530	21,104,685	21,922,998	19,654,630	476,694,638	509,228,250	369,360,226

3. Budget Amendments

a. Federal Grants, State Grants and Self-Funded Programs

STATE PROGRAMS
SOURCE OF FUNDS

June 18, 2020

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
Competitive Priority School State Grant	-	-	1
	-	-	

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer

DATE: June 18, 2020

SUBJECT: Budget Amendments – Federal Grants, State Grants and Self-Funded Programs

The following budget amendments for Federal Grants, State Grants and Self-Funded Programs for FY2020 are recommended for your approval.

The State Programs budget is amended by item #1. Item #1 consists of a current year award.

The Self-Funded Programs budget is amended by item #2. Item #2 consists of a current year award.

1. Competitive Priority School State Grant, with transfers between line items
2. Supplemental Salaries Self-Funded Program, with transfers between line items.

STATE PROGRAMS
USE OF FUNDS

June 18, 2020

<u>BUDGET AMENDMENTS</u>	<u>OTHER STUDENT SUPPORT 72130</u>	<u>TOTAL AMENDMENT AMOUNT</u>	<u>AMENDMENT ITEM #</u>
Competitive Priority School State Grant	-	-	1
	<u>-</u>	<u>-</u>	

SELF FUNDED PROGRAMS
SOURCE OF FUNDS

June 18, 2020

	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS			
Supplemental Salaries	-	-	2
	-	-	

SELF FUNDED PROGRAMS
USE OF FUNDS

June 18, 2020

BUDGET AMENDMENTS	OTHER STUDENT SUPPORT 72130	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Supplemental Salaries	-	-	2
	-	-	

**HAMILTON COUNTY DEPT OF EDUCATION
STATE PROGRAMS
COMPETITIVE PRIORITY SCHOOL STATE GRANT
BUDGET FISCAL YEAR 2019-2020**

FY2019-20 Budget \$963,339.

12040000	41416590	OTHER STATE EDUCATION REVENUE	963,339		963,339
USE OF FUNDS					
	71100	Regular Instruction	424,330	-	424,330
	72130	Other Student Support	359,303	7,000	359,303
	72210	Instructional Support	140,592	-	140,592
	72710	Transportation	16,770	-	16,770
	99100	Indirect Cost	22,344	-	22,344
		Total Use of Funds	963,339	7,000	963,339

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED BUDGET 2/20/2020	INCREASE (DECREASE)	AMENDED BUDGET 6/18/2020
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The Howard School

12045143	51101161	Certified Bi-Lingual ESL Instructor (1)	48,651		48,651
12045143	51101161	Certified Lead Instructor Project Rise (211 day) (1)	49,800		49,800
12045143	51101166	1 part-time interventionist (ESL)	15,930		15,930
12045143	51101166	2 part time Interventionist	24,288		24,288
12045143	51101409	Extended Contracts	21,600		21,600
12045143	51102011	Social Security	10,595		10,595
12045143	51102041	Retirement	11,707		11,707
12045143	51102061	Life Insurance	114		114
12045143	51102071	Health Insurance	16,625		16,625
12045143	51102081	Dental Insurance	604		604
12045143	51102101	Unemployment Compensation	315		315
12045143	51102121	Medicare	2,478		2,478
12045143	51102991	Other Fringes	122		122
		Total 71100--Regular Instruction	213,829	-	213,829
12045143	51231231	Bi-Lingual Counselor (1)	42,970	(7,000)	35,970
12045143	52131899	Behavior Management Specialist (1)	22,800	5,000	27,800
12045143	52131899	College and Career Advisor (1)	28,000	2,000	30,000
12045143	52132011	Social Security	5,814		5,814
12045143	52132041	Retirement	12,035		12,035
12045143	52132061	Life Insurance	130		130
12045143	52132071	Medical Insurance	19,000		19,000
12045143	52132081	Dental Insurance	690		690
12045143	52132101	Unemployment Comp.	360		360
12045143	52132121	Medicare	1,360		1,360
12045143	52132991	Other Fringes	188		188
		Total 72130--Other Student Support	133,347	7,000	133,347
12045143	59005901	Indirect Costs	8,351		8,351
		Total 99100	8,351	-	8,351
		Total School	355,527	7,000	355,527

Orchard Knob Middle

12046162	51101161	Certified Teacher (Middle Grades)	51,786		51,786
12046162	51101409	Extended Contracts	5,000		5,000
12046162	51101631	Educational Assistant (2)	39,021		39,021
12046162	51102011	Social Security	6,139		6,139
12046162	51102041	Retirement	11,582		11,582
12046162	51102061	Life Insurance	195		195
12046162	51102071	Health Insurance	28,500		28,500
12046162	51102081	Dental Insurance	1,035		1,035
12046162	51102101	Unemployment Compensation	540		540
12046162	51102121	Medicare	1,436		1,436
12046162	51102991	Other Fringes	188		188
12046162	51103999	Contracted Services	9,654		9,654
12046162	51104291	Instructional Supplies	16,107		16,107
12046162	51105999	Other Charges - Field Experiences	8,240		8,240
		Total 71100--Regular Instruction	179,423	-	179,423

ORGANIZATION KEY	OBJECT CODE	EXPENDITURE DESCRIPTION	AMENDED			AMENDED
			BUDGET 2/20/2020	INCREASE (DECREASE)	BUDGET 6/18/2020	
12046162	52131899	Behavior Management Specialist (3)	71,800			71,800
12046162	52132011	Social Security	5,493			5,493
12046162	52132041	Retirement	10,554			10,554
12046162	52132061	Life Insurance	130			130
12046162	52132071	Medical Insurance	19,000			19,000
12046162	52132081	Dental Insurance	690			690
12046162	52132101	Unemployment Comp.	360			360
12046162	52132121	Medicare	1,041			1,041
12046162	52132991	Other Fringes	143			143
12046162	52135241	Staff Development	6,120			6,120
		Total 72130--Other Student Support	115,331	-	-	115,331
12046162	52211961	Stipends	25,000			25,000
12046162	52212011	Social Security	1,550			1,550
12046162	52212041	Retirement	2,657			2,657
12046162	52212121	Medicare	363			363
		Total 72210--Instructional Support	29,570	-	-	29,570
12046162	527103141	Contracts with Public Carriers	16,770			16,770
		Total 72710 -- Transportation	16,770	-	-	16,770
12046162	59005901	Indirect Costs	8,359			8,359
		Total 99100	8,359	-	-	8,359
		Total School	349,453	-	-	349,453
Woodmore Elementary						
12047501	51101981	Substitutes	1,026			1,026
12047501	51102011	Social Security	63			63
12047501	51102121	Medicare	15			15
12047501	51103999	Contracted Services	1,409	-		1,409
12047501	51107221	Instruction Equipment	28,565			28,565
		Total 71100--Regular Instruction	31,078	-	-	31,078
12047501	52131899	Behavior Management Specialist (1)	29,700			29,700
12047501	52131899	Community Schools Specialist (1)	22,008			22,008
12047501	52132011	Social Security	3,205			3,205
12047501	52132041	Retirement	7,350			7,350
12047501	52132061	Life Insurance	89			89
12047501	52132071	Medical Insurance	13,063			13,063
12047501	52132081	Dental Insurance	475			475
12047501	52132101	Unemployment Comp.	248			248
12047501	52132121	Medicare	750			750
12047501	52132991	Other Fringes	100			100
12047501	52133081	Consultant	33,637			33,637
		Total 72130--Other Student Support	110,625	-	-	110,625
12047501	52211899	Academic Coach - Literacy (1)	37,614			37,614
12047501	52212011	Social Security	2,325			2,325
12047501	52212041	Retirement	3,986			3,986
12047501	52212061	Life Insurance	41			41
12047501	52212071	Health Insurance	5,938			5,938
12047501	52212081	Dental Insurance	216			216
12047501	52212101	Unemployment Compensation	113			113
12047501	52212121	Medicare	521			521
12047501	52212991	Other Fringe Benefits	72			72
12047501	52213081	Consultant	13,300			13,300
12047501	52215241	Staff Development	46,896			46,896
		Total 72210--Instructional Support	111,022	-	-	111,022
12047501	59005901	Indirect Costs	5,634			5,634
		Total 99100	5,634	-	-	5,634
		Total School	258,359	-	-	258,359
		TOTAL GRANT	963,339	7,000	(7,000)	963,339

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 SUPPLEMENTAL SALARIES
 BUDGET FISCAL YEAR 2019-2020**

SOURCE OF FUNDS SUMMARY

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASE (DECREASE)	AMENDED BUDGET 6/18/2020
34930000	41434570	Contributions & Gifts	74,579		74,579

USE OF FUNDS SUMMARY

72130	Other Student Support	74,579	74,579
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ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASE (DECREASE)	AMENDED BUDGET 6/18/2020
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District - College Access Counselor

34930000	52131409	Stipend	-	10,044	10,044
34930000	52131899	Other Salaries	-	50,772	50,772
34930000	52132011	Social Security	-	3,771	3,771
34930000	52132041	State Retirement	-	9,110	9,110
34930000	52132121	Employer Medicare	-	882	882
Total 72130 - Other Student Support			-	74,579	74,579

East Ridge High - College Access Counselor

34935023	52131899	Other Salaries	5,995	(5,995)	-
34935023	52132011	Social Security	372	(372)	-
34935023	52132041	State Retirement	627	(627)	-
34935023	52132061	Life Insurance	27	(27)	-
34935023	52132071	Medical Insurance	3,990	(3,990)	-
34935023	52132081	Dental Insurance	145	(145)	-
34935023	52132101	Unemployment Compensation	76	(76)	-
34935023	52132121	Employer Medicare	75	(75)	-
34935023	52132991	Long Term Disability	12	(12)	-
Total 72130 - Other Student Support			11,319	(11,319)	-

Howard School - College Access Counselor

34935143	52131899	Other Salaries	7,638	(7,638)	-
34935143	52132011	Social Security	474	(474)	-
34935143	52132041	State Retirement	687	(687)	-
34935143	52132061	Life Insurance	60	(60)	-
34935143	52132071	Medical Insurance	8,708	(8,708)	-
34935143	52132081	Dental Insurance	316	(316)	-
34935143	52132101	Unemployment Compensation	165	(165)	-
34935143	52132121	Employer Medicare	111	(111)	-
34935143	52132991	Long Term Disability	15	(15)	-
Total 72130 - Other Student Support			18,174	(18,174)	-

Tyner Academy - College Access Counselor

34935163	52131899	Other Salaries	8,260	(8,260)	-
34935163	52132011	Social Security	512	(512)	-
34935163	52132041	State Retirement	864	(864)	-
34935163	52132061	Life Insurance	11	(11)	-
34935163	52132071	Medical Insurance	1,596	(1,596)	-
34935163	52132081	Dental Insurance	58	(58)	-
34935163	52132101	Unemployment Compensation	30	(30)	-
34935163	52132121	Employer Medicare	120	(120)	-
34935163	52132991	Long Term Disability	10	(10)	-
Total 72130 - Other Student Support			11,461	(11,461)	-

Signal Mountain Middle/High - College Access Counselor

34935183	52131899	Other Salaries (1 Part-Time)	16,787	(16,787)	-
34935183	52132011	Social Security	1,041	(1,041)	-
34935183	52132041	State Retirement	5,430	(5,430)	-
34935183	52132061	Life Insurance	65	(65)	-
34935183	52132071	Medical Insurance	9,500	(9,500)	-
34935183	52132081	Dental Insurance	345	(345)	-

ORGANIZATION KEY	OBJECT CODE	DESCRIPTION	FY2020 BUDGET DOCUMENT	INCREASE (DECREASE)	AMENDED BUDGET 6/18/2020
34935183	52132101	Unemployment Compensation	180	(180)	-
34935183	52132121	Employer Medicare	243	(243)	-
34935183	52132991	Long Term Disability	34	(34)	-
		Total 72130 - Other Student Support	33,625	- (33,625)	-
		Total Budget	74,579	74,579 (74,579)	74,579

4. Approval of School Accounts Payable - Outstanding Obligations

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

ACTION ITEM

TO: Hamilton County Board Of Education
Dr. Bryan Johnson, Superintendent

FROM: Brent Goldberg, Chief Business Officer

DATE: June 18, 2020

SUBJECT: Approval of School Accounts Payable

The State requires every school to clear all contractual obligations by June 30 of each year. If this cannot be done, authorization to carry over accounts payable must be obtained from the Board of Education. The attached accounts payable items are being submitted for approval. These items could not be paid prior to fiscal year-end because orders were either not received, were partially received, or invoices were not yet available. Sufficient funds are on hand to cover these outstanding obligations.

Recommendation: It is recommended that the Board of Education approve the outstanding obligations at June 30, 2020, for carryover into the 2020-2021 fiscal year.

Attachment

Recommendation: It is recommended that the Board of Education approve contractual obligations at June 30, 2020, for carry-over into 2020-2021 Fiscal Year as follows:

<u>School Name</u>	<u>Amount</u>
Allen Elementary School	\$ -
Alpine Crest Elementary School	\$ 700.00
Apison Elementary School	\$ 514.37
Barger Academy of Fine Arts	\$ -
Battle Academy for Teaching and Learning	\$ 1,900.00
Big Ridge Elementary School	\$ 1,404.00
Brainerd High School	\$ -
Brown Academy for Classical Studies	\$ -
Brown Middle School	\$ -
Central High School	\$ 4,000.00
Chattanooga High Center for Creative Arts	\$ 3,142.25
Clifton Hills Elementary School	\$ -
Chattanooga School for Arts and Science	\$ 1,110.14
Chattanooga School for Liberal Arts	\$ 2,232.30
Daisy Elementary School	\$ -
Dalewood Middle School	\$ -
Dawn School	\$ 589.50
Donaldson Elementary School	\$ -
Dupont Elementary School	\$ 1,500.00
East Brainerd Elementary	\$ 8,893.87
East Hamilton School	\$ 2,500.00
East Lake Academy of Fine Arts	\$ -
East Lake Elementary School	\$ -
East Ridge Elementary School	\$ -
East Ridge High School	\$ -
East Ridge Middle School	\$ -
East Side Elementary School	\$ -
Hardy Elementary School	\$ -
Harrison Bay Future Ready Center	\$ 6,381.10
Harrison Elementary School	\$ 5,000.00
Hillcrest Elementary School	\$ -
Hixson Elementary School	\$ 2,774.03
Hixson High School	\$ -
Hixson Middle School	\$ -
Howard Connect Academy	\$ 5,500.00
Howard High School	\$ 66.95
Hunter Middle School	\$ -
Lakeside Academy of Math, Science and Technology	\$ 2,500.00
Loftis Middle School	\$ -

Lookout Mountain Elementary School	\$ 475.17
Lookout Valley Elementary School	\$ -
Lookout Valley High-Middle School	\$ 2,025.75
McConnell Elementary School	\$ -
Middle Valley Elementary School	\$ -
Nolan Elementary School	\$ -
Normal Park Museum Magnet	\$ -
North Hamilton County Elementary School	\$ -
Ooltewah Elementary School	\$ -
Ooltewah High School	\$ 14,500.00
Ooltewah Middle School	\$ -
Orchard Knob Elementary School	\$ -
Orchard Knob Middle School	\$ -
Red Bank Elementary School	\$ -
Red Bank High School	\$ -
Red Bank Middle School	\$ -
Rivermont Elementary School	\$ 1,469.30
Sale Creek Mid/High School	\$ 650.00
Sequoyah High School	\$ -
Shepherd Elementary School	\$ -
Signal Mtn Middle/High School	\$ -
Smith Elementary School	\$ 23,600.00
Snow Hill Elementary School	\$ 2,294.50
Soddy Daisy High School	\$ 7,000.00
Soddy Daisy Middle School	\$ 7,080.17
Soddy Elementary School	\$ -
Spring Creek Elementary School	\$ -
Stem School	\$ -
Thrasher Elementary School	\$ -
Tyner Academy	\$ -
Washington Alternative	\$ -
Westview Elementary School	\$ -
Wolftever Elementary School	\$ -
Woodmore Elementary School	\$ -
	<u>\$ 109,803.40</u>

The State requires that each school clear all contractual obligations by June 30 of each year. If this cannot be done, written authorization for any carry-over must be obtained from the Board of Education. The following items are being submitted for approval.

<u>School Name</u>	<u>Vendor Name</u>	<u>Item</u>	<u>Name of Account</u>	<u>Amount</u>
Allen Elem	NONE			- -
Alpine Crest Elem	Schoolmate Division	Agenda Mate Planners	Inst-General	\$ 700.00 \$ 700.00
Apison Elem	CDW Government CDW Government	Fax Machine Kindle Fire	Admin Equipment Student Incentives	\$ 193.49 \$ 320.88 \$ 514.37
Barger Academy	NONE			- -
Battle Academy	Coole School Inc	Student Planners	Inst-General	\$ 1,900.00 \$ 1,900.00
Big Ridge Elem	Coole School Inc	Agenda Mates	Inst-General	\$ 1,404.00 \$ 1,404.00
Brainerd High	NONE			- -
Brown Academy	NONE			- -
Brown Middle	NONE			- -
Central High	Essa Group	Meridian Array	Harbor Freight Grant	\$ 4,000.00 \$ 4,000.00
Chattanooga Center for Creative Arts	Coole School Inc Copy Connection	Agenda mates Parent Agendamates	Inst-General/Admin Suppl Inst-General	\$ 2,457.25 \$ 685.00 \$ 3,142.25
Clifton Hills Elem	NONE			- -
CSAS	Perma Bound Books CDW	Library Books Chrome Bk	Library-Bk Fair Inst-Equip	\$ 707.23 \$ 402.91 \$ 1,110.14
CSLA	Schoolmate Division	Student Agendas	BOE-Core Inst Materials	\$ 2,232.30 \$ 2,232.30
Daisy Elem	NONE			- -
Dalewood Middle	NONE			- -
Dawn School	Amazon	Acrylic Sheets	Special Shop-CTE	\$ 589.50 \$ 589.50
Donaldson Elem	NONE			- -
Dupont Elem	Schoolmate Division	Agendas	Inst-General	\$ 1,500.00 \$ 1,500.00
East Brainerd Elem	Gametime Inc	Playground Equip	Oper/Maint Equip	\$ 8,893.87 \$ 8,893.87

East Hamilton MHS	School Datebooks Inc	Agenda Mates	Inst-General	\$ 2,500.00
				\$ 2,500.00
East Lake Academy	NONE			-
				-
East Lake Elem	NONE			-
				-
East Ridge Elem	NONE			-
				-
East Ridge High	None			-
				-
East Ridge Middle	NONE			-
				-
East Side Elem	None			-
				-
Hardy Elem	NONE			-
				-
Harrison Bay Future Ready Ctr	CDW Government	Lenovo Thinkpad	Arch/Const Eng Des	\$ 2,381.10
	CDW Government	Lenovo Thinkpad	Arch/Const Eng Des	\$ 2,000.00
	CDW Government	Lenovo Thinkpad	Information Tech	\$ 2,000.00
				\$ 6,381.10
Harrison Elem	Amazon	Books for Students	BOE-Core Inst	\$ 1,925.80
	Amazon	Books for Students	Instr-General	\$ 574.20
	Barnes and Noble	Books for Students	Literacy Resoure Alloc	\$ 51.31
	Barnes and Noble	Books for Students	Inst-General	\$ 2,448.69
				\$ 5,000.00
Hillcrest Elem	NONE			-
				-
Hixson Elem	Memory Book Company	Yearbooks	School Yearbook	\$ 2,774.03
				\$ 2,774.03
Hixson High	NONE			-
				-
Hixson Middle	NONE			-
				-
Howard Connect Academy	Amazon	Materials and Supplies	Inst-General	\$ 5,500.00
				\$ 5,500.00
Howard School	Bulk Apothecary	Medical Supplies	Health Science CTE	\$ 66.95
				\$ 66.95
Hunter Middle	NONE			-
				-
Lakeside Academy	School Mate	School Agendas	Inst-General	\$ 2,500.00
				\$ 2,500.00
Loftis Middle	None			-
				-
Lookout Mountain Elem	Schoolmate Division	Pocket Folders	Inst-General	\$ 304.50
	COS	Purell Hand Sanitizer	Oper/Maint Supply	\$ 170.67
				\$ 475.17
Lookout Valley Elem	NONE			-
				-
Lookout Valley High-Middle School	Locker Pro	Locker Rekey and Maint	Oper/Maint	\$ 2,025.75
				\$ 2,025.75
McConnell Elem	NONE			-
				-
Middle Valley Elem	NONE			-
				-

Nolan Elem	NONE				-
					-
Normal Park Museum Magnet	NONE				-
					-
North Hamilton County Elem	NONE				-
					-
Ooltewah Elem	NONE				-
					-
Ooltewah High	Starkey Printing Co.	Graduation Programs	Senior Fees	\$	3,500.00
	Rydin Decals	Parking Permits	Inst-Parking	\$	1,000.00
	Chattanooga Conv/Trade Ctr	Prom	Prom	\$	7,500.00
	Ooltewah Nursery	Soccer Field Roll and Redress	BOE Facilities and Grounds	\$	2,500.00
				\$	14,500.00
Ooltewah Middle	NONE				-
					-
Orchard Knob Elem	NONE				-
					-
Orchard Knob Middle	NONE				-
					-
Red Bank Elem	NONE				-
					-
Red Bank High	NONE				-
					-
Red Bank Middle	NONE				-
					-
Rivermont Elem	CDW Government	Epson Powerlite	Oper/Maint Equip	\$	1,469.30
				\$	1,469.30
Sale Creek Mid/High	Gil and Curt's Flowers	Graduation Flowers	Senior Fees	\$	400.00
	Party City	Balloons/Décor for Grad	Senior Fees	\$	250.00
				\$	650.00
Sequoyah High	None				-
					-
Shepherd Elem	NONE				-
					-
Signal Mtn Middle/High School	NONE				-
					-
Smith Elementary	Lifetouch	Yearbook	School Yearbooks	\$	5,000.00
	Central Technologies	Smartboards	PTA Donations	\$	18,600.00
				\$	23,600.00
Snow Hill Elem	Coole School, Inc	Student Planners	BOE - Core Instr Mat/Supp	\$	2,294.50
				\$	2,294.50
Soddy Daisy High	Lifetouch Publishing	Yearbooks	School Yearbooks	\$	7,000.00
				\$	7,000.00
Soddy Daisy Middle	Amsterdam Printing	Refill Calendars	BOE Core Inst Materials	\$	80.17
	Read Window Products	Shades for Classrooms	Facilities and Grounds	\$	7,000.00
				\$	7,080.17
Soddy Elem	NONE				-
					-
Spring Creek Elem	NONE				-
					-
Stem School	NONE				-
					-
Thrasher Elem	NONE				-
					-
Tyner Academy	NONE				-
					-
Washington Alternative	NONE				-
					-

Westview Elem	NONE	<u>-</u>
		-
Wolftever Elem	NONE	<u>-</u>
		-
Woodmore Elem	NONE	<u>-</u>
		-

5. Competitive Priority School State Grant (CPSSG)



Memorandum

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Brent Goldberg, CPA
Chief Business Officer

Date: June 18, 2020

Re: Competitive Priority School State Grant (CPSSG)

Permission is requested to apply carry forward funds from the fiscal year 2020 CPSSG to fiscal year 2021. Budget appropriations will be presented to the Board for approval in July 2020.

Name	Description	Director/Coordinator	Estimated Allocation
CPSSG	Comprehensive Support and Improvement	Angelia Askins	\$307,988

Federal Programs Summary

CPSSG

(Comprehensive Support and Improvement)

Personnel – These funds will be used to provide for a Certified Lead Instructor for Project Rise and College & Career Advisor at The Howard School as well as three Behavior Management Specialists at Orchard Knob Middle School.

Professional Development– This funding will provide consultants and staff development for the teachers at Woodmore Elementary School.

6. Coronavirus Aid, Relief, and Economic Security (CARES) Act Elementary and Secondary School Emergency Relief (ESSER) Fund Application



Memorandum

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Brent Goldberg, CPA
Chief Business Officer

Date: June 18, 2020

Re: Coronavirus Aid, Relief, and Economic Security (CARES) Act Elementary and Secondary School Emergency Relief (ESSER) Fund Application

Permission is requested to apply for CARES/ESSER grant funds. Following are the preliminary allocations organized by the focus areas required by the grant guidelines. Final budget appropriations will be presented to the Board for approval in July 2020.

Total Allocation	\$ 10,712,854
Private School Allocation	\$ (1,383,973)
Charter School Allocation	\$ (303,833)
Non-charter Public School Allocation	\$ 9,025,048
ESSER Focus Area	Budget
Purchasing Education Technology	\$ 5,168,931
Providing Summer Learning & Supplemental After School Programs	\$ 1,865,000
Planning for Long-term Closures	\$ 668,474
Addressing the Unique Needs of Special Populations	\$ 425,000
Providing Mental Health Supports	\$ 362,000
Conducting Other Necessary Activities	\$ -
Administrative Costs	\$ 535,643
Total Expenditures	\$ 9,025,048

Note: Preliminary allocation. Final budget to be presented in July 2020.

The Elementary and Secondary School Emergency Relief Fund (ESSER Fund) provides an economic stimulus to individuals, businesses, and schools. The U.S. Department of Education (ED) has identified key focus areas for CARES funding, as well as reporting and data collection aligned with these areas. While these are one-time funds, they should continue to align with your district plan. The majority of the funds (80–85%) should be used to plan for re-opening in the fall and addressing student learning gaps.

Allowable uses of funds for Local Education Agencies (LEAs) include but are not limited to*:

- 1. Purchasing Education Technology:** such as purchasing hardware and/or software and addressing connectivity issues to support online/distance learning
- 2. Providing Summer Learning and Supplemental After School Programs:** such as providing opportunities for learning acceleration based on student need/learning gaps, including online/distance learning
- 3. Planning for Long-Term Closures:** such as providing meals to eligible students, conducting professional development opportunities to provide education services during closures, and providing guidance for carrying out requirements under IDEA; and/or planning to ensure other educational services can continue to be provided consistent with all federal, state, and local requirements
- 4. Addressing the Unique Needs of Special Populations:** such as providing guidance for carrying out requirements under IDEA, providing teletherapy service for students, and providing virtual instructional tools and resources designed to support English language development
- 5. Providing Mental Health Supports:** such as conducting wellness checks, providing professional development for teachers, conducting teletherapy sessions with students, counseling and mental health supports, and conducting training for school personnel on suicide prevention, trauma, and related topics.
- 6. Conducting Other Necessary Activities:** such as taking necessary steps to maintain the operation of services, continuing to employ staff, coordinating activities, or providing principals and school leaders necessary resources. Note: Items in this category will require a more detailed rationale/support.

** Including allowable uses of funds authorized under ESEA, CTE, IDEA, Adult Education, and McKinney-Vento.*

D. Chief of Staff - Dr. Nakia Towns Edwards

1. Board Policies - Second Reading

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421**

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Bryan Johnson
Superintendent

FROM: Dr. Nakia Towns
Chief of Staff

Keith Fogleman
Chief Talent Officer

DATE: June 18, 2020

RE: Second Reading
Proposed Policy Revisions

Based on administration review of policies related to Personnel Policies, the following recommendations have been made, please see attached proposed revisions for impacted board policies as outlined below.

No.	Policy #	Policy Title	Proposed Revisions
1.	5.301	Religious, Emergency and Legal Leave	Revise the language for classified and certified employees. Update to include all counts.
2.	5.302	Sick Leave	Update language to include certificate documentation and change dollar amount.
3.	5.303	Personal and Professional Leave	Update the language for approval to principal.
4.	5.305	Family and Medical Leave	Revise the language to add intermittent leave, special rules for instructional employees, benefits information, husband/wife both employed.
5.	5.306	Military Leave	PULLED FROM AGENDA

No.	Policy #	Policy Title	Proposed Revisions
6.	5.308	Sabbatical Leave	Update language to include educational improvement, overseas teaching, and student teaching and remove any reference to pay.
7.	5.309	Legislative Leave	Update language to include all employees.

This revisions are presented for Board approval upon a second and final reading at the June regular session.

a. Board Policy - 5.301 - Religious, Emergency and Legal Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Religious, Emergency and Legal Leave	Descriptor Code: 5.301	Issued Date: 06/18/15
		Rescinded:	Revised: 06/18/20

1 **RELIGIOUS LEAVE**

2
3 An employee whose religious affiliation requires the observance of a regularly scheduled religious
4 service during an employee's scheduled workday shall be granted paid leave for a maximum of two
5 (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to
6 include wedding ceremonies.

7
8 The employee's immediate supervisor shall grant religious leave upon request, provided that the leave
9 is requested at least one (1) working week in advance of the anticipated absence. Religious leave shall
10 be taken and charged in at least one-half (1/2) day increments.

11 **EMERGENCY LEAVE**

12
13 An immediate supervisor may grant an employee emergency leave during the workday for a maximum
14 of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate
15 attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave, or leave without
16 pay.
17

18 **JURY DUTY**

19
20
21 An employee called for jury duty or subpoenaed as a witness in state court or required by the
22 Board to appear in a state court related proceeding during the workday shall suffer no loss in pay
23 or leave days. All fees or remuneration the employee receives during such leave shall be turned
24 over to the Hamilton County School System.

25 **COURT APPEARANCES**

26
27
28 If an employee appears in state court because of a personal interest, whether as a plaintiff, defendant or
29 witness or voluntarily appears in behalf of family or friends, or when a teacher is required to appear in
30 court either as a defendant or plaintiff in a civil case, personal leave or leave without pay
31 shall be granted in accordance with the established board policies on leaves.

32
33 Any employee who is involuntarily subpoenaed as a witness in a case pending in any court, will be
34 paid for time in attendance in court provided that the time sheet is accompanied by a copy of the
35 subpoena.
36
37
38

1 Any employee who is absent by reason of attending court to participate in the trial of a case either as
2 plaintiff or defendant will not be entitled to pay.

3
4 _____
5

6 Legal References:

- 7
8 1. TCA 49-5-711 (c)(1)(2); OP Tenn. Atty. Gen. 81-5 (Jan. 9, 1981)
9 2. TCA 22-1-103 (a)(3)
10 3. TCA 22-4-108 (b)(1)

b. Board Policy 5.302 - Sick Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 06/16/16
		Rescinded:	Revised: 06/18/20

CERTIFIED PERSONNEL

The time allowed for sick leave for certified personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days.¹

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

A certificate from the employee's physician may be required to support a claim of sick leave.¹

Permanent, cumulative sick leave records for each active professional employee shall be kept in the director of schools' or designee's office.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the director of schools of the system in which the accumulated leave was held provides notarized verification.¹

In accordance with state law, an employee who goes on maternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In order to be eligible to use sick leave, the employee must submit a written request accompanied by a statement from the physician verifying pregnancy. Upon verification by a written statement from an adoption agency or other entity handling an adoption, an employee may also be allowed to use leave for adoption of a child (dependent upon the age of the child) for up to twelve weeks. If both adoptive parents are employed by the district, however, only one (1) parent is entitled to use such leave.

CLASSIFIED PERSONNEL

Sick leave shall be the same for classified personnel as for certified employees.

The time allowed (days earned) for sick leave shall be one (1) day for each month an employee is employed.

Sick leave shall be cumulative for all earned days not used.

At the termination of the employment of any employee, all unused sick leave accumulated shall be administered as follows:

1. In recognition of faithful attendance over the course of an employee’s career, the Board will pay a bonus of \$20 per unused sick leave day accrued by an employee at the time of his or her retirement; provided, however, that the bonus will be \$40 if the employee submits their notice on or before February 1 AND completes the remainder of their contract/work year; and further provided that the administration shall not report this bonus to the Tennessee Consolidated Retirement System as part of the employee’s final compensation.
2. If the employee resigns, his/her leave shall be held in escrow in the event the employee is rehired at a later date.
3. If the employee is hired by another Tennessee Public School System and/or entity that accepts sick leave, the employee may transfer his/her accumulated sick leave provided that the director of school of the system or other appropriate Tennessee official requests the leave to be transferred by HCDE.
4. For any employee absent for more days than leave has been earned at termination of employment, an amount sufficient to cover the excess days used shall be deducted from the employee’s final paycheck.

The immediate supervisor may require a physician's certificate stating the reason for absence.

Legal References:

1. TCA 49-5-710
2. TRR/MS 0520-1-2-.04(2)

Cross References:

- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

c. Board Policy 5.303 - Personal and Professional Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 12/16/04
		Rescinded:	Revised: 06/18/20

1 CERTIFIED EMPLOYEES

2
3 Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and
4 rules and regulations of the State Board of Education.

5
6 Certified employees shall earn personal leave for a total of three (3) days per year. Personal leave that
7 is not used and reported to Payroll prior to the first payroll in June will convert as follows:

8
9 Employees shall be paid seventy-five dollars (\$75) for the first unused personal leave day.
10 The balance will be credited as sick leave.

11
12 If, at the termination of services, any employee has been absent for more days than leave has been
13 earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final
14 salary payment.

15
16 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 17
18 1. Except in emergency, each employee shall give the principal at least one (1) day's notice
19 in writing of intent to take leave;
- 20
21 2. The prior written approval of the principal shall be required under the following
22 conditions:
- 23
- 24 • If more than ten percent (10%) of the teachers in any given school request its use on
25 the same day; however on making this calculation any major fraction shall be considered
26 as one (1); and in schools of five (5) teachers or less, one (1) teacher may take personal
27 leave at his/her discretion;
 - 28 • If requested during any prior established student examination period;
 - 29 • If requested on the day immediately preceding or following a holiday or vacation
30 period.¹
 - 31 • If requested for day(s) scheduled for professional development or in-service training; or
 - 32 • If requested for day(s) scheduled for parent-teacher conferences.
- 33

34 Personal leave shall be taken and charged in at least one-half (1/2) day increments.

35
36 Professional leave is a short, temporary absence for the purpose of attending workshops and other
37 meetings relating to school business or serving on boards and commissions which meet during daytime
38 hours when appointed by a mayor, city council, county executive or county commission
39

1 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

2
3 In addition, certified employees shall be granted leave to serve on any board or commission of the state
4 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
5 against any other accumulated leave credits. The employee shall notify the principal at least five (5)
6 days prior to leave being taken.²

7
8 **CLASSIFIED EMPLOYEES**

9
10 All full-time and part-time classified employees who earn benefits shall earn three (3) personal leave
11 days per year. For part-time classified employees earning benefits, personal leave shall be prorated.
12 Any personal leave remaining unused at the end of a year shall be credited to sick leave.

13
14 If, at the termination of employment, any employee has been absent for more days than leave has been
15 earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final
16 salary payment.

17
18 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 19
20 1. Except in an emergency, each employee shall give his/her immediate supervisor at least one
21 (1) day's notice in writing of intent to take leave;
22
23 2. Leave is subject to the approval of the immediate supervisor and should not be taken
24 without approval;
25
26 3. Immediate supervisors reserve the right to deny leave if requested during a "peak work
27 period" or if more requests are received than an office/department could allow without a
28 decrease in services;
29
30 4. Except in case of an emergency approved by the immediate supervisor, personal be taken
31 on the day immediately preceding or following a holiday or vacation period.
32
33
34
35
36
37
38
39
40
41
42

43
44 Legal References:

- 45
46 1. TCA 49-5-711; TRR/MS 0520-1-2-.04(3)
47 2. TCA 49-5-205

d. Board Policy 5.305 - Family and Medical Leave

Hamilton County Board of Education

Monitoring: Review: Annually in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 12/15/16
		Rescinded:	Revised: 06/18/20

1
2 HCDE complies with the Federal Family and Medical Leave Act guidelines in accordance with United
3 States Department of Labor Regulations 29 CFR Part 825.

4 5 **PURPOSE**

6
7 To provide up to twelve (12) weeks of unpaid leave for the birth and care of the newborn child of
8 an employee , for placement with the employee of a child for adoption or foster care, to care for
9 an immediate family member (spouse, parent or child); to take medical leave when the employee
10 is unable to perform the essential functions of his/her job position because of a serious health
11 condition, or because of any qualifying exigency arising out of the fact that the employee's
12 spouse, child, or parent is a covered military member on active duty (or has been notified of an
13 impending call or order to active duty) in support of a contingency operation.

14 15 **ELIGIBILITY**

16
17 Employees eligible for leave are those who have worked for at least 1,250 hours during the previous
18 12 months prior to the start of the leave and have worked for HCDE for at least 12 months.

19 20 **FAMILY AND MEDICAL LEAVE**

21
22 Employees shall contact the Human Resources department to determine if the reason for leave
23 qualifies as Family and Medical Leave. If the leave is foreseeable, the employee shall give 30 days'
24 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as
25 practicable, but within two (2) business days before leave commences. Furthermore, when
26 certification is requested, the employee shall return the completed certification within 15 days after
27 receipt of the form, unless there are unusual circumstances preventing timely completion and return.
28 If the employee fails or refuses to return a certification or any medical documentation at all without
29 good cause, the leave shall not be treated as authorized under FMLA. The district reserves the right to
30 designate leave as FMLA if provided with adequate medical documentation and/or information
31 concerning the leave.

32
33 HCDE uses the fixed 12-month fiscal year from July 1 to June 30 for leave calculations. Employees on
34 a leave of absence from HCDE may not work for another employer during the time of leave.

35
36 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
37 applicable federal and state laws. An employee shall substitute accrued paid leave for unpaid time. Use
38 of accrued paid leave shall run concurrently with and be counted toward the employee's total period of
39 FMLA leave.
40

1 Special rules apply to school employees which affect the taking of intermittent leave, or leave on a
2 reduced schedule, or return from a leave near the end of an academic term (semester), by
3 instructional employees. These are stated in greater detail below.
4

5 Upon return from FMLA, most employees will be restored to their original or equivalent position
6 with equivalent pay and benefits. An employee returning from medical leave shall provide medical
7 certification of his or her ability to return to work.

8 **MATERNITY/PATERNITY LEAVE**

- 9 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run
10 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
11 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
12 childbirth, and nursing of a newborn child.
13
- 14 2. In accordance with state law, an employee who goes on maternity leave shall be allowed to use
15 all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes. In
16 order to be eligible to use sick leave, the employee must submit a written request accompanied
17 by a statement from the physician verifying pregnancy shall be submitted. Upon verification by
18 a written statement from an adoption agency or other entity handling an adoption, an employee
19 may also be allowed to use leave for adoption of a child (dependent upon the age of the child)
20 for up to twelve weeks. If both adoptive parents are employed by the district, however, only one
21 (1) parent is entitled to use such leave.
22

23 Spouses who are both eligible employees of the school district are limited to a combined total of
24 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
25 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
26 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
27 who share leave for the birth or adoption of a child may be eligible for limited amounts of
28 additional leave for other qualifying FMLA reasons.
29

30 **LEAVE FOR MILITARY FAMILY MEMBERS**

- 31 1. *Qualifying Exigency Leave* - Eligible employees are entitled to up to twelve (12) workweeks of
32 leave because of any "qualifying exigency" arising out of the fact that the spouse, son,
33 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
34 notified of an impending call to active duty, or has been notified of an impended call to active
35 duty status in the Armed Forces. Qualifying exigencies may include:
36
 - 37 a. Issues arising from the service member's short notice deployment;
 - 38 b. Military events and related activities (e.g. official ceremonies, support programs);
 - 39 c. Making or updating financial and legal arrangements;
 - 40 d. Attending counseling;
 - 41 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
42 is on short-term rest and recuperation leave during deployment; or
 - 43 f. Attending post-deployment activities.
44

1 2. *Military Caregiver Leave*- An eligible employee who is the spouse, son, daughter, parent, or next
2 of kin of a covered service member or covered veteran with a serious injury or illness is entitled
3 to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A covered
4 service member is a current member of the Armed Forces, including a member of the National
5 Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise
6 in out-patient status, or is otherwise on the temporary disability retired list for a serious injury or
7 illness.

8
9 A covered veteran is an individual who was a member of the Armed Forces at any time during
10 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
11 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
12 therapy.

13
14 The calculation of this five (5) year period shall not include the interval of October 28, 2009
15 through March 8, 2013. The “single twelve (12) month period” for military caregiver leave begins
16 on the first day the employee takes leave for this reason and ends twelve (12) months later. An
17 eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide
18 care for a covered service member. The maximum of twenty-six (26) workweeks may include no
19 more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child,
20 for the placement of a child for adoption or foster care, for care of a parent who has a serious
21 health condition, or for the employee's own serious health condition.

22 **INTERMITTENT LEAVE**

23 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
24 seriously ill family member, because of the employee's own serious health condition, or for the care for
25 a newborn, a newly adopted child, or a newly placed foster care child. When a licensed employee
26 requests foreseeable leave for planned medical treatment and the employee would be on leave for greater
27 than 20% of the total number of working days in the period during which the leave would extend, the
28 school district may require that such employee elect either to take the leave for periods of a particular
29 duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an
30 available alternative position offered by the school district for which the employee is qualified and that
31 has equivalent pay and benefits and better accommodates recurring periods of leave.

32 **RESTRICTIONS**

33 1. Notice Requirements

34
35 a. *Employee Notice* - For foreseeable leave, the employee shall provide the Director of
36 Schools with at least thirty (30) days written notice before the beginning of the anticipated
37 leave.

38 2. Certification Requirement

39
40 a. HCDE may require that a request for leave be supported by certification issued by a
41 health care provider with the following information:

42 i. The date on which the serious health condition commenced;
43
44

- 1 ii. The probable duration of the condition;
- 2 iii. The appropriate medical facts within the knowledge of the health care provider
- 3 regarding the condition; and
- 4 iv. A statement that the eligible employee is needed to care for the son, daughter,
- 5 spouse, or parent and an estimate of the amount of time that such employee is
- 6 needed.

- 7
- 8 b. If there is any reason to doubt the validity of the certification provided, HCDE reserves
- 9 the right to require, at the expense of the school district, an opinion of a second health
- 10 care provider.

11 3. Period Near the End of an Academic Term (Professional Employees)

- 12
- 13
- 14 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
- 15 Schools may require the employee to continue taking leave until the end of the term if
- 16 the leave is at least three (3) weeks in duration and the return to employment would
- 17 occur during the three (3) week period before the end of the term.
- 18
- 19 b. If the leave is taken within five (5) weeks prior to the end of the term, the Director of
- 20 Schools may require the employee to continue taking leave until the end of the term if the
- 21 leave is greater than two (2) weeks duration and the return to employment would occur
- 22 during the two (2) week period before the end of the term.

23 EMPLOYMENT AND BENEFITS

24 Family and Medical Leave shall run concurrently with Tennessee Maternity Leave, OJI, HCDE sick

25 leave, personal leave, and/or paid vacation time. After using all accrued paid leave, then an

26 employee's Family and Medical Leave shall be without pay.

27 If the employee returns to work, the employee shall be restored to the same position of employment

28 or an equivalent position with no loss of benefits, pay, or other terms of employment and is entitled to

29 seniority, sick leave, and other benefits the employee would have enjoyed before the employee left.

30 The employee's health benefits will continue during the leave unless the employee fails to pay his or

31 her portion of the premiums in a timely manner.

32 The Board may recover the premium(s) paid if the employee fails to return from leave after the period

33 of leave has expired and/or the employee fails to return to work for a reason other than the

34 continuation, recurrence, or onset of a serious health condition or other circumstances beyond the

35 control of the employee.

36 KEY EMPLOYEES

37 Certain key employees may not be eligible to return to the same or similar position upon returning

38 from FMLA leave, if such denial is necessary to prevent substantial and grievous economic injury to

39 HCDE. A key employee is a salaried employee who is among the highest paid ten percent (10%) of

40 the employees employed by HCDE.

e. Board Policy 5.308 - Sabbatical Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sabbatical Leave	Descriptor Code: 5.308	Issued Date: 12/18/14
		Rescinded:	Revised: 06/18/20

1 Sabbatical leave may be granted for a maximum of one (1) calendar year to certified personnel who
2 have been recommended by the director of schools and approved by the Board for graduate study
3 beyond the Master's degree, educational improvement, overseas teaching, and/or student teaching,
4 which will benefit the school system and the pupils of the system.
5

6 Certified personnel may apply for such leave provided they have completed at least seven (7)
7 consecutive years of service in the system prior to the effective date of the leave. (Any other leaves
8 without pay granted by the Board will be considered neither as interruption in computing consecutive
9 years of service nor creditable toward total service in determining eligibility for a sabbatical leave.) A
10 person should not be eligible for more than one (1) sabbatical leave every seven (7) years of
11 consecutive service in the system.
12

13 All requests for sabbatical leave shall be submitted to the Board by January 15 of the calendar year for
14 which the leave would commence.
15

16 Any employee who takes a sabbatical leave shall return to the system for three (3) years of
17 employment.
18

19 **Overseas Teaching Leave of Absence**

20

21 Tenured certificated personnel may request leave without pay and benefits for overseas teaching in
22 military or civilian schools on the elementary, middle, high or post-secondary levels; or the Peace
23 Corps. Such leave shall be subject to the following:
24

- 25 a) Leave will be for one (1) academic year and may be renewed for one (1) additional year.
 - 26 b) Return after leave for one (1) academic year shall be to the employee's former position.
 - 27 c) Return after leave for more than one (1) academic year shall be to a comparable position for
28 which the employee is certificated.
 - 29 d) Overseas teaching leave is limited to two (2) academic years per occurrence.
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38 _____
39 **Cross References:**

- 40
41 1. Board Policy 5.304 Extended Long Leaves of Absence
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f. Board Policy 5.309 - Legislative Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Legislative Leave	Descriptor Code: 5.309	Issued Date: 12/16/04
		Rescinded:	Revised: 06/18/20

1 Any employee who has been elected to state or local law-making bodies shall be granted personal
2 leave or leave without pay for the time those law-making bodies are in official session or while
3 attending official meetings outside the session.¹
4

5 In addition, any employees shall be granted leave to serve on any board or commission of the state
6 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
7 against any other accumulated leave credits. The employee shall notify his or her supervisor at least
8 five (5) days prior to leave being taken.²
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31 _____
32 **Legal References:**

- 34 1. TCA 49-5-702; TCA 49-5-713
- 35 2. TCA 49-5-205

31 _____
32 **Cross References:**

- 34 1. Board Policy 5.304 – Extended Leaves
35 Absence for Certificated/Classified
36 Personnel

2. Board Policies - First and Final Reading

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421**

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Bryan Johnson
Superintendent

FROM: Dr. Nakia Towns Edwards
Chief of Staff

Keith Fogleman
Chief Talent Officer

DATE: June 18, 2020

RE: First and Final Reading
Proposed Policy Revisions

Based on administration review of the policy related to Personnel Policies, the following recommendation has been made for first and final reading.

No.	Policy #	Policy Title	Proposed Revisions
1.	5.3022	Bereavement Leave	Revise language to reflect Board Policy 5.302.

These revisions are presented for Board approval via first and final reading at the June regular session.

a. Board Policy 5.3022 - Bereavement Leave

Hamilton County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Bereavement Leave	Descriptor Code: 5.3022	Issued Date: 09/18/14
		Rescinded:	Revised: 06/18/20

1 Employees who wish to take time off due to the death of an immediate family member should notify
2 their supervisor immediately.

3
4 An employee shall be granted five (5) consecutive work days of paid bereavement leave without loss
5 of pay or benefits, and not chargeable to any other type of leave on the death of parent or court
6 appointed legal guardian, spouse, child of the employee, natural and/or adopted siblings and current
7 parents-in-law if the leave is taken within seven (7) calendar days for the funeral or cremation.
8 Bereavement leave will be provided to employees in the following classification(s):
9

- 10 • Regular full-time employees
- 11 • Regular part-time employees

12
13 Bereavement pay for classified employees is calculated based on the base pay rate at the time of absence
14 and will not include any special forms of compensation, such as incentives, commissions, bonuses, or
15 shift differentials.

16
17 In cases of relationships other than listed in paragraph 2, approval by the director of schools, or a
18 designee, as a special circumstance ~~may grant bereavement leave for to attend memorial services where~~
19 ~~dependent children are involved~~, not to exceed three (3) consecutive work days. **In addition, employees**
20 **may use sick leave to attend services for relationships not covered in paragraph 2.**

21
22 In the event of the death of an employee or student in the Hamilton County School System, and with
23 the agreement of the director of schools, the immediate supervisor may grant to an appropriate number
24 of employees sufficient time to attend the services.

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36 **Cross References:**

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38 **1. Board Policy 5.302 Sick Leave**
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VI. Administrative Business Matters

A. Chief Operations Officer - Dr. Justin Robertson

1. **Approval of CEP Schools 2020-2021



**HAMILTON
COUNTY
SCHOOLS**

School
Nutrition

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, HCDE Superintendent

FROM: Dr. Justin Robertson, Chief Operations Officer
Kristen Nauss, School Nutrition Director

DATE: May 21, 2020

RE: Community Eligibility Provision for the School Nutrition Program

Recommendation:

This is last year of a four-year cycle for the Community Eligibility Provision (CEP). Due to USDA regulations for this program, every four (4) years the District has to recalculate the Identified Student Percentage (ISP) and apply for a new four (4) cycle.

We recommend no changes to the current CEP school's selection. Attached is the list of schools which will be serviced by the Community Eligibility Provision.

If approved, the program would anticipate serving 39 schools with approximately 20,910 students across the District. We respectfully ask to continue participating in the Community Eligibility Provision for the next cycle.

Thank you for your consideration.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

SCHOOL	Enrollment
Alpine Crest Elementary School	327
Barger Academy	365
Battle Academy for Teach/Learning	447
Bess T. Shepherd Elementary School	603
Brainerd High School	691
Brown Middle School	472
Calvin Donaldson Environmental Science Academy	536
Clifton Hills Elementary School	689
Daisy Elementary School	438
Dalewood Middle School	389
DuPont Elementary School	320
East Brainerd Elementary School	1249
East Lake Academy of Fine Arts	635
East Lake Elementary School	625
East Ridge Elementary School	1125
East Ridge High School	890
East Ridge Middle School	795
East Side Elementary School	627
Hardy Elementary School	536
Harrison Elementary School (with Hillcrest students)	837
Hixson Elementary School	465
Hixson Middle School	679
Howard Connect Academy	112
Lakeside Academy	460
Lookout Valley Elementary School	324
Orchard Knob Elementary School	548
Orchard Knob Middle School	455
Red Bank Elementary School	620
Red Bank High School	823
Red Bank Middle School	632
Rivermont Elementary School	377
Soddy Elementary School	521
Spring Creek Elementary School	692
The Howard School	1204
Tommie F. Brown International Academy	324
Tyner Academy	549
Tyner Middle Academy	482
Wolftever Creek Elementary School	707
Woodmore Elementary School	340
Total Students	22910

Hamilton County Schools

School Nutrition Department

CEP SCHOOLS FOR SY 2020-21

SY 2020-21

Group # 1

Schools NOT Participating in CEP due to low ISP

Alpine Crest Elementary School	Hixson Elementary School
Barger Academy	Hixson Middle School
Battle Academy for Teach/Learning	Howard Connect
Bess T. Shepherd Elementary School	Lakeside Academy
Brainerd High School	Lookout Valley Elementary School
Brown Middle School	Orchard Knob Elementary School
Calvin Donaldson Environmental Science Academy	Orchard Knob Middle School
Clifton Hills Elementary School	Red Bank Elementary School
Daisy Elementary School	Red Bank High School
Dalewood Middle School	Red Bank Middle School
DuPont Elementary School	Rivermont Elementary School
East Brainerd Elementary School	Soddy Elementary School
East Lake Elementary School	Spring Creek Elementary School
East Lake Middle Academy	The Howard School
East Ridge Elementary School	Tommie F. Brown International Academy
East Ridge High School	Tyner Academy
East Ridge Middle School	Tyner Middle Academy
East Side Elementary School	Wolftever Creek Elementary School
Hardy Elementary School	Woodmore Elementary School
Harrison Elementary School	

Allen Elementary School	North Hamilton County Elementary School
Apison Elementary School	Ooltewah Elementary School
Big Ridge Elementary School	Ooltewah High School
Central High School	Ooltewah Middle School
Chattanooga High Center for Creative Arts	Sale Creek Middle/ High School
Chattanooga Sch Arts and Sci Elem	Sequoyah High School
Chattanooga Sch Arts and Sci High	Snow Hill Elementary School
Chattanooga School for Liberal Arts	Soddy Daisy High School
East Hamilton High School	Soddy Daisy Middle School
East Hamilton Middle School	STEM School Chattanooga
Hamilton County Collegiate High at Chatt State	Wallace A. Smith Elementary School
Hamilton County High School	Westview Elementary School
Hixson High School	
Hunter Middle School	
Loftis Middle School	
Lookout Valley Middle/High School	
McConnell Elementary School	
Middle Valley Elementary School	
Normal Park School	

Non Eligible Schools (No Breakfast Program)

- *Lookout Mtn Elementary School
- *Nolan Elementary School
- *Signal Mountain Middle High School
- *Thrasher Elementary School

VII. Board Matters

A. Chief of Staff - Dr. Nakia Towns Edwards

1. **Calendar for 2021-2022 School Year

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Bryan Johnson
Superintendent

FROM: Dr. Nakia Towns Edwards
Chief of Staff

DATE: June 18, 2020

RE: 2021-22 School Calendar adoption

Please find attached the 2021-22 School Calendar that reflects the feedback from the broad community survey completed in February 2018. In accordance with community preferences, the calendar features:

- a week-long fall break,
- a short week for Thanksgiving, and
- a spring break that is attached to the Good Friday and/or Easter holiday.

In addition, overwhelming feedback gathered from teacher advisory councils, the Hamilton County Principal's Association, and collaborative conferencing with the Hamilton County Education Association in spring 2019, highlighted the need for more planning time for teachers beyond what is currently available.

Based on this feedback, the proposed calendar for 2021-22 continues to include three half-days for students, where buses will run on an early release schedule. The balance of the school day will be available for teachers to engage in individual and/or team planning. These early release days occur before the mid-term point of the first, second, and third quarter.

Additionally, this calendar considered the timing of the Winter Holiday, comparing the option of ending the 2nd quarter on Friday, December 17, versus Wednesday, December 22. With the input of the Superintendent's Teacher Cabinet and the Executive Cabinet, the recommendation is to end 2nd quarter on Friday, December 17, to facilitate more time for family travel and preparation for religious holidays. This means students will return to school on Wednesday, January 5, with a short-week for students to transition into second semester.

Respectfully, we request that the Board approve the proposed calendar for the 2021-22 school year in accordance with Board Policy 1.800 – School Calendar.

HAMILTON COUNTY SCHOOL CALENDAR:
2021-22 Approved by School Board: _____

OPENING DATE – AUGUST 5, 2021

SCHOOL DAYS 180

CLOSING DATE – MAY 26, 2022

1st TERM – 87 DAYS

August 5, Thursday	Administrative In-Service #1 (School-Based)	NO STUDENTS
August 6, Friday	Administrative In-Service #2 (School-Based)	
	Registration Day for Students (no classes)	
August 9, Monday	Administrative In-Service #3 (System-Wide)	NO STUDENTS
August 10, Tuesday	Administrative In-Service #4 (School-Based)	NO STUDENTS
August 11, Wednesday	First Full Day of School	
September 1, Wednesday	HALF-DAY FOR STUDENTS/HALF-DAY PLANNING FOR TEACHERS – BUSES WILL RUN	
September 6, Monday	Labor Day (Paid Holiday #1)	
October 8, Friday	End of 1 st Quarter (42 days)	
October 11–15	Fall Break (5 Non-Paid Days)	
October 18, Monday	Teacher Professional Development #1 (School-Based)	NO STUDENTS
October 22, Friday	Report Cards	
November 10, Wednesday	HALF-DAY FOR STUDENTS/HALF-DAY PLANNING FOR TEACHERS – BUSES WILL RUN	
October 25 – November 23	Schools choose one extended day (3.5 hours) for Parent-Teacher Conferences (FIRST half [1/2] of Administrative In-Service #6)	
November 24-26	Thanksgiving Holiday (1 Non-Paid, Paid Holiday #2 and #3)	
December 17, Friday	HALF-DAY FOR STUDENTS/HALF-DAY PLANNING FOR TEACHERS – BUSES WILL RUN	
	End of 2 nd Quarter (42 days)	

2nd TERM – 96 DAYS

December 20 – December 31	Winter Break (10 Paid Days)	
January 3, Monday	Teacher Professional Development #2 (School-Based)	NO STUDENTS
January 4, Tuesday	Teacher Professional Development #3 (System-Wide)	NO STUDENTS
January 5, Wednesday	School Reopens	
January 7, Friday	Report Cards	
January 17, Monday	Martin Luther King Day (Paid Holiday #4)	
January 24 – March 4	Schools choose one extended day (3.5 hours) for Parent-Teacher Conferences (SECOND half [1/2] of Administrative In-Service #6)	
February 9, Wednesday	HALF-DAY FOR STUDENTS/HALF-DAY PLANNING FOR TEACHERS – BUSES WILL RUN	
February 21, Monday	Presidents' Day (Non-Paid Holiday)	
March 11, Friday	End of 3 rd Quarter (48 days)	
March 14, Monday	Teacher Professional Development #4 (school-Based)	NO STUDENTS
March 18, Friday	Report Cards	
April 11-14	Spring Break (4 Non-Paid Days)	
April 15, Friday	Spring Holiday (Paid Holiday #5)	
May 25, Wednesday	HALF-DAY FOR STUDENTS – BUSES WILL RUN	
	Last Day of School – Report Cards - End of 4 th Quarter (48 Days)	
May 26, Thursday	Administrative In-Service #5 (School-Based)	NO STUDENTS

ADMINISTRATIVE IN-SERVICE 2021-22 (6 DAYS)** Students do not attend classes.

August 5-6 & 9-10, 2021; May 26, 2022

(**The 6th in-service day is an additional half-day added within a six-week window each semester. These extended days are for Parent-Teacher Conferences.)

PAID VACATION – (10 days)

December 20 – December 31, 2021

TEACHER PROFESSIONAL DEVELOPMENT (4 DAYS) Students do not attend classes.

October 18, 2021; January 3-4, 2022; March 14, 2022

PAID HOLIDAYS – (5 days)

September 6, 2021
November 25-26, 2021
January 17, 2022
April 15, 2022

DAYS TO BE COUNTED EACH GRADING PERIOD

1st Term			
1 st Quarter: 8/11 – 10/8	Elem. Mid-Term 9/10	Report Cards 10/22	42
2 nd Quarter: 10/18 – 12/17	Elem. Mid-Term 11/19	Report Cards 1/7	42
2nd Term			
3 rd Quarter: 1/3 – 3/11	Elem. Mid-Term 2/11	Report Cards 3/18	48
4 th Quarter: 3/14 – 5/25	Elem. Mid-Term 4/22	Report Cards 5/25	48
		TOTAL	180

2021-2022 Proposed Calendar

AUGUST

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

SEPTEMBER

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

NOVEMBER

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JANUARY

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

MARCH

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MAY

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Color Key

#	Admin In-Service*	6
#	Full Student Day	176
#	PD Day (Stockpile)	4
#	Paid Holiday	5
#	Winter Break (Paid)	10
TOTAL: 201		
#	Unpaid Holiday	12
#	End of Quarter	
#	Half-day for students; buses run early release schedule.	

1st SEMESTER (84 Days)	
Q1	42 Days
Q2	42 Days

2nd SEMESTER (96 Days)	
Q3	48 Days
Q4	48 Days

Admin In-Service: August 5-6, 9-10
 First Day for Students: August 11
 Early Release Planning Day: September 1
 Labor Day: September 6
 Fall Break: October 11-15
 PD Day: October 18
 Early Release Planning Day: November 10
 Thanksgiving Break: November 24-26
 Winter Break: December 20-31
 PD Days: January 3-4
 MLK Day: January 17
 Early Release Planning Day: February 9
 Presidents Day: February 21
 PD Day: March 14
 Spring Break: April 11-14
 Spring Holiday: April 15
 Last Day for Students/Report Cards: May 25
 Last Day for Teachers/Admin In-Service: May 26

* The 6th in-service day is an additional half-day added within a six-week window each semester. These extended days are for Parent-Teacher Conferences.

2. **Federal Programs Consolidated Application - Angelia Askins, Garfield Adams

Hamilton County Department of Education

3074 Hickory Valley Road
Chattanooga TN. 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Dr. Nakia Towns Edwards, Chief of Staff
Mrs. Angelia Askins, Director of Federal Programs
Mr. Garfield Adams, Director of Exceptional Education

Date: June 18, 2020

Subject: Federal Programs Consolidated Application

Permission is being requested to apply for the following federal grants (preliminary allocations below):

Name	Description	Director/Coordinator	Estimated Allocation
Title I-A	Students in Poverty	Angelia Askins	\$12,203,848
Title II-A	Teacher Quality; Teacher and Principal Professional Development	Angelia Askins	\$1,539,306
Title III-A	English as a Second Language	Angelia Askins, Diego Trujillo	\$424,796
Title I-A Neglected	Serving students who are neglected	Angelia Askins	\$162,540
Title I-D	Serving students who are Delinquent	Angelia Askins	\$70,154
Title IV Part A	Student Support and Academic Enrichments	Angelia Askins	\$890,260
IDEA Part B	Special Education Services for eligible students ages 3-21	Garfield Adams	\$9,826,393
IDEA Preschool	Special Education Services for eligible students ages 3-5	Garfield Adams	\$270,319
Grand Total			\$25,487,616

Below are the summaries of how funds will be used. We recommend you approve this request.

Federal Programs Summary

Title I-A

(Improving the Academic Achievement of the Disadvantaged)

Public Schools – Title I will support 56 schools in Hamilton County (40 HCDE Schools, 8 Private Schools, 4 Charter Schools, 4 Neglected and Delinquent). The funds will be used to pay for supplemental teachers, interventionists, curriculum coaches for literacy and numeracy, educational assistants, parent

coordinators, Family Partnership Specialists, instructional materials, instructional equipment, educational field experiences, parental involvement, and staff development (*Elementary and Secondary Education Act of 1965*, as amended, Title 1, Part A; 20 U.S.C. 6301-6339, 6571-6578).

Pre-Kindergarten – There are 23 pre-kindergarten classes in the district that will be fully or partially funded by Title I. The funds will be used to pay for teachers, educational assistants, instructional materials, instructional facilitators, equipment, parental involvement, and staff development.

Parental Involvement – These funds are allocated to all Title I schools. The schools may use the funds for the following: Family Partnership Specialists; materials and supplies to support parent classes and meetings; refreshments to disseminate technical information for parent meetings, family literacy and numeracy nights. Additionally, funds will be used to provide Title I informational literature, and training opportunities.

School Support – The School Support account pays for district initiatives. Initiatives include: Pre-K, Diploma Completion program, Expectation Graduation, Homeless, Literacy and Numeracy coaches for priority schools, Parental Involvement, support to focus and reward schools, and one Director of elementary schools Title I support.

Indirect Costs – Covers costs not easily allocated to the grants, such as overhead, purchasing, accounting and payroll services, etc.

Title II-A

(Teacher Quality, Professional Development Recruitment/Retention)

These funds are used for personnel, and staff development of teachers and administrators [*Title IX*, Section 9501(b) (3)(B)].

Title III-A

(English Language Acquisition/Language Enhancement/Academic Achievement)

These funds are used for personnel, staff development of ELL teachers, SIOP training for general classroom teachers, administrators, instructional materials, and equipment (*English Language Acquisition, Language Enhancement, and Academic Achievement Act. SEC. 3101*).

Title I, A

Serving students who are neglected

The purpose of Title I, A neglected is to provide services programs for children living in local institutions for neglected children. The students have been voluntarily or involuntarily placed in these facilities due to abandonment, neglect, or death of parent/guardian. Title I A Section 1115 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and service. Funds will be used for the following: Give primary consideration to providing extended learning time, before and after school programs, summer programs and opportunities, help provide accelerated, high quality curriculum, including applied learning, tutoring, supplemental supports, minimize removing children from the regular classroom during regular school hours for instructions,

provide professional development to teachers, principals, and staff, enhance instruction, parent engagement.

Title I, D

Serving students who are delinquent

The purpose of the Title I, D program is to ensure youth who are in neglected or delinquent facilities or institutions: – meet challenging state academic content and achievement standards, are provided services to successfully transition from institutionalization to further schooling or employment, and are provided services to prevent dropping out of school. The students have been placed in this facility due to being adjudicated delinquent or in need of supervision. Title I, D Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services.

Funds are used for the following: Programs that assist children and youth with returning to local schools from correctional facilities, programs that assist in the transition of children and youth from facilities to the school environment, dropout prevention programs, coordination of health and social services such as: o A & D counseling, mental health services, mentoring and peer mediation, career and technical programs, career counseling, curriculum-based youth entrepreneurship. Section 1401 of the Elementary and Secondary Education Act (ESEA) as amended by the Every Student Succeeds Act (ESSA), provides additional guidelines for programs and services

Title IV, Part A, *Student Support and Academic Enrichment (SSAE) Grant*

The purpose of Title IV, Part A is to improve students' academic achievement by increasing the opportunity for students to have access to a well-rounded education, improving school conditions for student learning (safe and healthy students), and improving the effective use of technology in order to improve the academic achievement and digital literacy of all students.

IDEA, Part B

These funds are used to provide Special Education Services for eligible students ages 3 -21 under Tennessee Code Annotated; Section 49-10-302, and Federal Regulations for CFDA # 84.027A. This grant covers special education teachers, educational assistants, support staff, staff development, supplies, equipment and contracted services.

IDEA, Part B – 619 Preschool

These funds are used to provide Special Education Services for eligible students ages 3-5 under Tennessee Code Annotated; Section 49-10-302, for IDEA, Part B 619 Preschool Grant, and Federal Regulations CFDA # 84.173A. This grant covers one preschool teacher, one preschool educational diagnostician, two preschool educational assistants, supplies and equipment for eligible preschool students.

B. Chief Business Officer - Brent Goldberg

1. **Washington Hills Lease Agreement



Finance Department
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7169

Memorandum

TO: Hamilton County Board of Education

FROM: Brent Goldberg, CPA
Chief Business Officer

DATE: June 18, 2020

RE: Lease Agreement with the City of Chattanooga for Washington Hills Youth and Family Development Center

Board approval is required to execute a new lease agreement with the City of Chattanooga for operation of the Washington Hills Youth and Family Development Center.

Premises:

Washington Hills YFD Center, 4628 Oakwood Drive, Chattanooga, TN 37416

The Leased Premises specifically excludes the Washington Alternative Learning Center located at 7821 Hancock Road in Chattanooga, TN as well as the adjoining baseball field, outdoor basketball courts, and the undeveloped land to the south.

Enclosed:

Lease agreement for premises listed above.

LEASE AGREEMENT

This lease agreement (this “Lease” or the “Lease”) is made and entered into as of this ___ day of _____, 2020, (the “Effective Date”), by and between the Hamilton County Board of Education (“Lessor”) and the City of Chattanooga, Tennessee, a municipal corporation (“Lessee”).

RECITALS

WHEREAS, the Lessee desires to lease facilities from Lessor to operate a Youth and Family Development Center; and

WHEREAS, the Lessor owns a certain parcel of real property located within the Chattanooga city limits more particularly described as parcel number 129-B-012, consisting of approximately 17.7 acres (the “Property”), and commonly known as the Washington Hills Youth and Family Development Center (the “Recreation Center”); and

WHEREAS, the Lessor uses only a portion of the Property as part of the Hamilton County Schools; and

WHEREAS, the Lessee has for many years operated the Recreation Center on that portion of the Property that the Board does not use; and

WHEREAS, both the Lessor and Lessee would benefit from a clear understanding regarding the use of the Property;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee agree as follows:

1. **Leased Premises.**

- (a) Subject to the terms and conditions herein and pursuant to T.C.A. § 49-2-203(b)(10), Lessor hereby leases to Lessee, and Lessee accepts from Lessor a portion of the Property as more particularly described on **Exhibit A**, attached hereto and incorporated by this reference (the “Leased Premises”). The Leased Premises specifically includes the football field adjoining the Recreation Center and abutting Oakwood Drive.

- (b) The Leased Premises specifically excludes the Washington Alternative Learning Center located at 7821 Hancock Road in Chattanooga, TN as well as the adjoining baseball field, outdoor basketball courts, and the undeveloped land to the south.
- (c) Notwithstanding Section 1(b), the Lessee shall have the right to use any outdoor athletic facilities located on the Property at any time school is not in session and these facilities are not being used for school purposes. The Lessee shall be given preference over other groups that might otherwise wish to use these facilities pursuant to the Lessor's community use policy.
- (d) Lessor and Lessee authorize the Superintendent of Hamilton County of Schools and the City Mayor to establish a formal boundary for the Leased Premises if the respective administrations believe such established boundaries are necessary to effectuate the purpose of this Lease.

2. **Consideration.**

As consideration for this Lease, Lessee hereby agrees to permit Lessor to use, without fee or other cost, the football field and other facilities of the Recreation Center (the "Recreation Center Facilities") provided, however, that this right to use the Recreation Center Facilities will not interfere with any previously scheduled event or program at the Recreation Center.

3. **Permitted Use.**

Lessee is authorized to operate a recreation center on the Leased Premises. Any different or additional use of the Leased Premises must be specifically authorized by Lessor in writing.

4. **Term.**

The initial term of this Lease shall be twenty (20) years commencing on _____, 2020, and ending on _____, 2040 (the "Initial Term"). Upon mutual written consent of the parties, Lessee shall have the right to renew this Lease for an additional term of twenty (20) years immediately following the conclusion of the Initial Term (the "Renewal Term").

5. **Leasehold Improvements to the Leased Premises.**

Lessee shall make all future necessary structural changes and improvements to the building and grounds to continue Lessee's use and occupancy and all repairs or maintenance necessary to comply with federal, state, or local laws, subject to Lessee's budgetary constraints. All improvements made by Lessee to the Leased Premises, other than personal property, shall, upon completion, immediately become the Property of Lessor, and shall remain with the Leased Premises upon the expiration or termination of this Lease.

Notwithstanding the foregoing, any movable structures, playground equipment, improvements, alterations, or additions on the surrounding grounds purchased during the Initial Term or the Renewal Term of this Lease by Lessee may be removed by Lessee at any time within six (6) months of the date of expiration or termination of this Lease. Any personal property not removed by Lessee, then, upon the expiration or termination of this Lease, any such personal property remaining at the Leased Premises shall inure to Lessor's benefit and shall become a part of the Leased Premises and shall belong to the Lessor absolutely thereafter.

For the purposes of this Lease, the term "Leasehold Improvements" shall include, without limitation, all improvements, installations, alterations, and additions from time to time made, erected or installed on or in any part of the Leased Premises by or on behalf of Lessee, including, without limitation, all partitioning, doors, and hardware, heating, air-conditioning, ventilation, mechanical, electrical, and utility installations, light fixtures, floor and window coverings, decorations, finishes, and fixtures, howsoever, affixed and whether movable or immovable, excepting only Lessee's personal property.

6. **Specific Improvements to the Leased Premises.**

During the Initial Term, Lessee shall make the improvements to the Leased Premises as more particularly described on **Exhibit B** (the "Improvements"). On or prior to the Effective Date, Lessee shall submit to Lessor a plan for Lessee's Improvements ("Lessee's Plan") containing a detailed description of the Improvements to be made by Lessee. The Lessee's Plan shall be subject to Lessor's written approval, which the Lessor agrees not unreasonably to withhold. Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval, be deemed to create any obligations on the part of the Lessor to do any work or make the Improvements as set forth in **Exhibit B** or to authorize Lessee to make any further additions, improvements, or alterations to the Leased Premises,

except as may be required by law. Lessor shall not be liable for the cost of the Improvements made by Lessee.

7. **Easements.**

This Lease is subject to any and all existing easements and rights of way. Additionally, Lessor reserves an easement for ingress and egress through the Recreation Center's parking lot onto Oakwood Drive.

8. **Quiet Possession.**

The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease or the Renewal Term.

9. **Termination by Lessor.**

In the event Lessor determines that it has a need to use the Leased Premises for any purpose, then Lessor may terminate this Lease upon giving the Lessee eighteen (18) months advance written notice. If Lessor elects to terminate this Lease on or before the end of the Initial Term or the Renewal Term, Lessor agrees to pay to Lessee the present value of the Improvements made during the Initial Term or the Renewal Term of this Lease as set forth on **Exhibit B**. In determining the present value of any such Improvements, the costs shall be discounted by the City's bond rate applicable to each such Improvement.

10. **Termination by Lessee.**

Lessee shall have the right to terminate this Lease Agreement for the following reasons:

- (a) Loss of government funding that makes continued use of the Leased Premises impractical, in which case the Lessee shall give prompt written notice to the Lessor of the anticipated termination date; or
- (b) Lessee, in its sole discretion, shall choose to terminate the Lease, in which case the Lessee shall give nine (9) months written notice of termination to Lessor.
- (c) In the event Lessee exercises its right to terminate this Lease according to his Section 10, Lessor shall not be obligated to pay the present value

of the Improvements on the Leased Premises otherwise required under Section 9 and described in Exhibit B

11. **Termination and Holding Over.**

Upon termination of this Lease at the expiration of the Initial Term hereof or the Renewal Term, Lessee shall surrender the Leased Premises to Lessor in its good condition as received ordinary wear and tear and damage by fire or other casualty accepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty-one (31) days following the expiration of the term hereof or any extension thereof, including removal of all personnel and property.

12. **Lessee's Insurance.**

Lessee shall maintain at its own expense:

(a) Property, fire, and extended coverage in an amount sufficient to reimburse Lessee for all of its equipment, trade fixtures, inventory, and other personal property located on the Leased Premises, including the Leasehold Improvements constructed both prior to the Effective Date of this Lease and during the term of the Lease. The coverage referred to in this subsection (a) shall include Lessor as a loss payee and provide that any proceeds recoverable in the event of loss shall be payable to both Lessor and Lessee as their interests appear to rebuild the buildings located on the Leased Premises. Lessee, upon execution of this Lease, shall furnish Lessor with a Certificate of Insurance evidencing compliance of this subsection. Should this policy be cancelled before the expiration date, notice will be delivered to Lessor in accordance with the policy provisions governing notice of cancellation to Lessee.

(b) General liability. Lessee is self-insured and does not carry or maintain commercial general liability insurance. A copy of the Lessee's Certificate of Self-Insurance is attached as **Exhibit C**. Lessee shall maintain at its own expense:

13. **Damage or Destruction.**

Reconstruction by Lessor. If all or any part of the Leased Premises are at any time rendered untenable by damage from fire or other casualty, Lessor shall, within thirty (30) days following such destruction or damage, commence diligently to reconstruct, rebuild or repair that part of the Leased Premises which was damaged or destroyed or rebuilt according to plans and specifications and working drawings other than those used in the original construction of the Leased Premises. The nature,

quality, and functionality of the facility and services in the Leased Premises as repaired or rebuilt will be reasonably similar to those in the Leased Premises prior to the damage and destruction. Lessor agrees to complete the reconstruction within one hundred eighty (180) days of the date of damage or destruction. In the event Lessor is delayed in the commencement or completion of repairs by *force majeure* as set forth in Paragraph 17, Lessor's delay for commencement or completion of reconstruction shall be extended in accordance with Paragraph 17. The Lessor's responsibility to repair or rebuild shall not exceed the proceeds of the insurance available to Lessor for this purpose pursuant to Section 12(a).

14. **Operational Costs; Maintenance.**

Lessee agrees to be responsible for all operational costs of the Recreation Center, including, without limitation, to cost of employees, utilities, materials and supplies, and equipment. Lessee shall be responsible for all daily facility care to both the buildings and the grounds of the Leased Premises. Lessee shall provide minor maintenance and repairs that can be performed by maintenance employees of the Youth and Family Development Center. Such maintenance and repairs shall comply with all applicable governmental building and installation codes.

15. **Utility Services and Water Quality Fees.**

Any applications and connections for necessary utility services on the Leased Premises shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, without limitation, for water, gas, electricity, cable, internet, and telephone. Lessee shall also be responsible for the payment of water quality fees charged to the Leased Premises.

16. **Taxes and Assessments.**

The parties agree that Lessor shall be responsible for any and all taxes, rates, levies, charges, and assessments.

17. **Force Majeure.**

The parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond the party's control which shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire, epidemic, or

other casualty, inability to obtain any material, services or financing, or through acts of God.

18. **Miscellaneous Provisions.**

(a) Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant or condition of this Lease. No delay, failure, or omission of Lessor to reenter the leased premises, to insist on strict enforcement of any term, covenant or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option, or be construed as a waiver of or acquiescence in such breach.

(b) Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties pertaining to this Lease Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendments of this Lease Agreement shall be binding unless executed in writing by the parties.

(c) Applicable Law. This Lease Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Tennessee.

(d) Severability. If any provision of this Lease Agreement is held by a court of competent jurisdiction to be illegal or in conflict with an applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

(e) Sublease, Assignment, or Transfer. Lessee shall not sublet, assign or transfer this Lease or any interests therein to anyone without the express written permission of Lessor. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership, unless a receivership is sought by Lessor.

(f) Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, to the addresses and parties as follows:

Lessor: Hamilton County Department of Education
 Attn: Director of Auxiliary Services
 3074 Hickory Valley Road
 Chattanooga, Tennessee 37421

A copy to: D. Scott Bennett, Esq.
Flatiron Building
Suite 300
Chattanooga, Tennessee 37402

Lessee: City of Chattanooga
Real Property of ECD
1001 Lindsay Street
Chattanooga, Tennessee 37402

A copy to: Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

[signatures on following page]

IN WITNESS WHEREOF, we have set our hands as authorized by the Hamilton County, Tennessee, Board of Education and the City of Chattanooga, Tennessee, respectively.

Joe Wingate,
Chairman of the Hamilton Board of Education

Dr. Bryan Johnson,
Superintendent of Hamilton County Schools

Andy Berke, Mayor,
City of Chattanooga

VIII. Information Only

A. Legal Services Report



**HAMILTON
COUNTY
SCHOOLS**

**Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023**

Memorandum

To: Hamilton County Board of Education

Bryan Johnson, Ed.D.
Superintendent

From: Dr. Justin Robertson, Ed.D.
Chief Operations Officer

Date: June 18, 2020

Re: May 2020 Legal Services Summary

The following reflects the legal fees paid for the month of May.

Bennett & DeCamp, PLLC (retainer)	20,000.00
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TOTAL	\$20,000.00
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IX. Adjourn