

Contract Committee Meeting
April 14, 2022 4:30 PM
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence - Mrs. Teresa Boston
3. Approval of Meeting Minutes
4. *Repair and Maintenance of A-4B aircraft
5. *Benchmark Athletic Trainer Services
6. *MOU between Mr. Holland's Opus and CC Schools
7. *Amended Volunteer Behavioral Health MOU
8. *New DOS Proposed Contract
9. Other Discussion
10. Adjournment

**Contract Committee Meeting November 23, 2021
Central Services Board Room**

The Contract Committee met on Wednesday, November 23, 2021, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 4:32 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT:

Mrs. Teresa Boston, District 8
Mrs. Rebecca Hamby, District 7
Dr. Ina Maxwell, Director of Schools
Mr. Earl Patton, Attorney
Mrs. Stephanie Barnes, CAO
Mr. Jim Inman, District 1
Ms Anita Hale, District 4
Earl Patton, Board Attorney
Heather Mullinix, Media
Ms. Kacee Harris, CFO

ABSENT:

Stace Karge, District 9
Robert Safdie, District 2

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

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

All Ayes

MOTION: Carried Unanimously

4. TSBA Policy Manual Agreement

Boston introduced the policy. Hamby moved to approve for discussion. Boston with a second and opened the floor for discussion.

Boston: I have a couple of questions-Kacee is this outside our membership?

Harris: This is outside the membership and it is a service to post and organize online.

Boston: The policies. Ok, what about-how much is our membership each year? Is it about \$17,000? Or is it more than that?

Harris: Our membership...I think it's about \$7200. 7-8 thousand, I would say.

Boston: Ok, and then this one was \$14,000?

Harris: This, yes, it's 4250.00 a year for 3 years.

Boston: So, \$13,000.

Harris: And I did check, and they did not increase the price from our previous....

Boston: And this is a service that is very well received and very used so I would not have a problem with it, who is our liason on the administrative staff?

Harris: So that would be Ms. Diane.

Boston: Any other questions? All in favor say aye.

Hamby/Hale: Aye

Boston: All opposed?

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

All Ayes

MOTION: Carried Unanimously

5. MOU with Cumberland Mountain Mental Health/Project Anchor

Boston introduced the MOU.

Hamby: I make a motion we approve.

Boston: I will second that motion. Explain yourself.

Maxwell: Ok, so this is a memorandum-Mr. Magnusson, Dr. Maddox and his staff have worked with them. This is for them to come into the schools to provide services to students. And they have worked through this memorandum of understanding so that Cumberland Mountain Mental Health and CC Schools are all on the same page with the students that they see and the services that they provide.

Patton: Are you still on Cumberland Mountain Mental Health or are you on TNTP?

Boston: I think I'm on...well it says Cumberland Mountain Mental Health, Volunteer Behavior.

Patton: Ok, I apologize.

Hamby: It's actually written together, the TNTP and Cumberland Mountain Mental Health it's actually written together.

Boston: No.

Patton: I've got 2 different attachments.

Boston: No, they are 2 different...

Hamby: No? Is that two different...ok.

Boston: They are 2 different contracts. I think, Dr. Maxwell, you and I discussed this briefly. Do we have any idea who is providing services to our students?

Maxwell: Well, that is what we are doing. We are trying to find out who is coming in and providing services. And we are working with each group to establish these memorandums of understanding so we know who is working with our students and when, and all the parameters that go with that.

Boston: When you get that information, would you let the board be aware of just who's coming in? We had talked and I had talked to Dr. Maddox and I think Mrs. Barnes was even in on that conversation. We have no idea who we're approving these contracts and these agreements, and we certainly want our children to be serviced but we have no idea who's coming in, who's not coming in, what contracts are building utilized, what's not. So, if we can get that information, that would be helpful.

Maxwell: Sure.

Inman: Madam Chair, may I ask a question? On all these different groups that's coming in. They're bringing different people in from outside, do they use the same certifications that we do as far as volunteers, things of that nature? Background checks? See, that would be my concern.

Hamby: See, that's my concern also, have they been fingerprinted, background checks?

Barnes: They have to, the Raptor system is used at all the schools so when they come in, they are supposed to show us their driver's license and their ID. Like wherever they work, that ID as well as their DL. Their driver's license is going to run through the Raptor, which should show any issues.

Hamby: Is there a way that we can make sure that our Raptor system is being utilized and that they are all up and working? I have heard a couple of times that, and I can't remember which school, they were having a couple of issues again where they weren't working. I had some parents let me know that they do not get asked for their ID when they go in.

Patton: I was just going to say that this memorandum does provide that CMMHS will be subject to any new procedures and/or board policy deemed appropriate by Cumberland County Schools. I think you could fall under that.

Boston: If they are coming in from Cumberland Mountain Mental Health and they are coming in here to service our child, then they've got the credentials. I'm pretty comfortable that they have their credentials, but I don't know if they're bringing somebody with them or not. That I don't know.

Maxwell: Well, it's my understand and Ms. Barnes, you may be able to help me, it's not just that anyone is walking in off the street, you know what I'm saying? To provide these services. They have to be credentials with their badge, they have to sign in. It's not like they're just coming in and saying, ok today I'm going see Jim Inman and there's no verification of that.

Boston: I would think that would be protocol as well.

Maxwell: Right.

Boston: My concern, and the biggest concern I had is that you've got Cumberland Mountain Mental Health, we passed another agreement about 2 months ago for them to provide mental health services. Mental health is so broad at this point and it's going to be an even more prevalent focus. If we could just get some kind of system going, ok, you're coming to see this child on this day, that's awesome. But also, are they coordinating with their safe school counselors, is Scott Hull involved in any of this?

Maxwell: He is involved in all of this.

Boston: And I would assume so, but if we just had some kind of idea of how this is working. Any further discussion? All in favor?

Hamby/Hale: Aye

Boston: All opposed?

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

All Ayes

MOTION: Carried Unanimously

6. Literacy Implementation Grant Contract

Boston: Now comes your TNTP contract. I'll make a motion to approve this contract.

Hamby: I'll second.

Boston: Obviously I'm going to have to have... please, discussion.

Maxwell: So, the purpose of this...the back story is in January this year when the state Legislature met and passed four wide-sweeping pieces of legislation. Literacy was one of those pieces. To improve literacy and ensure our children were progressing as they should with literacy. So, reading 360 is the phrase that the state has coined with all their literacy initiatives are falling under. Cumberland County was named a participating district in March, well actually in February but I included it in the March meeting.

Boston: Is this the grant that we received?

Maxwell: So, this is a part of it. So, one of the pieces of it is High Quality Instructional Materials. This is that particular grant. It's \$83,000.00 a year from the State. The purpose of this is to provide professional development for our teachers and leaders. When I say leaders, that includes our ELA Instructional Coach, Ms. South, who works with our teachers with English Language Arts. Ms. Helton who is our instructional facilitator that provides training, Ms. Bernabei. This training is available to any and all teachers, supervisors, leaders in any capacity. The purpose of it is to help move the needle in literacy for our students-to improve the teaching of literacy. Now, the last page, Lisa Koons, who is one of the assistant commissioners to the commissioner, she worked with us because we said here's what we need-here's the support that we need but how can we do a 5-year contract? The funding is a question. So, they sent us today, the letter that explains that this is a grant award for 5 years. From the state. An obligation from the state.

Boston: So, are these guaranteed funds, entitled funds?

Maxwell: So, this letter at the very end that they sent today, is what the state is saying that ensures that these are funds for the next 5 years.

Boston: What will you do with this? I know we have to enter this contract, I mean, it reads fine.

Maxwell: Through the procurement process, the state developed these contracts. They vetted the providers, the vendors and then they provided us a list of vendors, just like they do when they provide us a list of textbooks to select from, the vendors for those. What we will do with this, as you can see, the majority of the amount goes to the vendor, TNTP, they will come in and provide trainings, they will work with us, they will work with our teachers on planning and implementation of literacy lessons. It's a great way for us to have additional support without having additional people here in our building. That's what I'm saying.

Boston: Earl? Have you looked at this contract?

Patton: I have. I refuted...

Boston: I mean they are giving us money to provide these services, I'm not sure what these...it doesn't really tell us what these services are going to be except for you're going to get some online training at \$300 an hour, for a webinar.

Patton: The phrase intentionally vague came to mind.

Boston: Exactly. That's what I'm saying.

Maxwell: Well, they leave it open so we can say here's what we need. Like, we may have a third grade teacher who says I need additional help with understanding how to plan this particular piece of my literacy lesson. We can say to TNTP, this is what we need. Our teachers are wanting assistance with this particular planning piece. It might be with questioning. How can I improve the questioning during this part of the literacy lesson. It could be with the sounds first, which is the state-wide initiative with teaching sounds to students. I need additional support in how to help my students manipulate these particular sounds so that they can make application when they're reading a text. It is vague, because it does allow us the freedom to ask for the support we need in the teaching of literacy.

Boston: Question for you. TNTP, they reached out to us or they were contracted by the state of TN?

Maxwell: They were one of the approved vendors that we selected from. There were like 4 vendors.

Boston: And we like what they offer better?

Maxwell: Yes.

Patton: I don't know...I think the only thing that I saw that jumped out at me was the fact that they make New York State the state that applies, the state where any conflicts got to be resolved. But my thinking is that they will probably not be willing to change that.

Boston: Well, this is obviously their contract.

Patton: Absolutely.

Boston: And if I'm doing a contract for Cumberland County...

Patton: With the state being involved on the front end like this, I don't know what flexibility we have as far as bargaining with this group, if there is such a thing.

Boston: Will they actually come into our building?

Maxwell: They will come, they will have one person assigned to us and they will come here and go out into the schools with Ms. South or Ms. Helton, to work with teachers. Besides the webinars and the online trainings, we actually will have a person that will come to help.

Hamby: This is a 5-yr contract. If something were to happen in that 5 years, can we change companies?

Boston: I don't think so.

Maxwell: No, the 4 vendors that we had to select from, in years past, this district had done some work with one of those vendors and we were not satisfied with their approach that they took. We looked for a vendor that is very teacher oriented and we felt like this was the best vendor choice. We want people that can work with our teachers and work with us.

Boston: So, we've talked to the TNTP representative?

Maxwell: Yes.

Hale: May I ask a question madam Chair?

Boston: Absolutely.

Hale: I'm understanding this like when we used to have workshops with the textbooks and someone would come in and show us how to do everything and then say ok, figure it out yourselves. This is more ok, I forgot this (inaudible), I can go, as a teacher, a classroom teacher, I can go to a resource that we're going to have here in Central Office to say please help me to understand this better, what I'm trying to accomplish.

Maxwell: Right, but this person is not going to be stationed here, they will come in. But yes ,it's to train all of us really. It could be every one of us in Central could be trained, with the teachers. And that's a great example. It's not a one and done, this is actually embedded PD that's continuous and research shows the one and done are just not effective. But the continual support does help move the needle.

Boston: Will the teacher contact the coach and the coach be in contact with TNTP or would the teacher be able to contact TNTP directly?

Maxwell: The teacher wouldn't, well actually the relationship that I envisioned, they would probably tell the teachers, hey reach out to us if you have questions but ideally we would be able to coordinate, like if this teacher needs help with this piece of a planning, we might find out if there are others who would like to have that assistance and then coordinate a time to meet the needs of several at one time.

Boston: Earl unless you tell me there's something that I can get around, and I've looked at it.

Patton: Right. I don't see anything inherently...

Boston: It's just so vague.

Patton: It is. I understand the purpose of that and I'm sure that there's a component where our staff is going to be notified of the availability of these potential services, so you know time will tell if the company fills those needs.

Maxwell: Yes. And they will work directly through people here.

Boston: Let's say for instance we get into this 2 years down the road and they are not offering any services, it's very difficult to get in touch with them, they are not giving us the answers we had hoped for, we can't change vendors at that time because this is a 5 year contract. But also, if we were to cancel the contract, it's going to be costly to us, is that correct? Because even though we are getting these funds, do the funds come to us and we pay TNTTP?

Maxwell: The funds will flow through us yes, but they are specified specifically for this. But if they don't hold up their end of the bargain, would that not be a breach?

Patton: Absolutely, there is a section on termination for breach. And there are opportunities to cure and things like that, so I didn't see anything...

Boston: Earth shattering?

Patton: No.

Boston: Ok, all in favor?

Hamby: Aye

Boston: All opposed? Ok, let's give it a whirl.

Maxwell: Thank you, I think it will be beneficial.

Boston: You know, it's easy to look on paper and say well I see this, this, this and this. But in real life, it works totally different. I was trying to compare real life to paper.

Patton: And some of these services we see through these grants are really difficult to contract for because of the nature and when you think about what's being proposed to be done.

Boston: That's true.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. TRANE Service Agreement

Boston: Next on our agenda is the TRANE Service Agreement. I'm going to make a motion that we table that until we get the evaluation done and see where we stand with TRANE and see what we're doing, that way we don't obligate ourselves to any more money.

Hamby: I'll second.

Harris: Ok, yeah, just a little background.

Boston: Yeah, but I know the background.

Harris: This is just the preventative maintenance and the back up, it does not involve any new equipment, it's just really servicing the equipment and the automation services that we already have in place. We're required repair hours and preventative maintenance visits anyway and the contract just saves us...

Boston: Do we always have to use this TRANE?

Harris: So, for the schools that are listed in this agreement they're all on the TRANE automated system.

Boston: So, where they automatically set our thermostats?

Harris: Right, there's a software that we input, our folks input, the turn on and turn off points. This can save us about 32/hour by going with the contract.

Boston: When you say service, what are you talking about?

Harris: So, if there's a kink in the software and we can't figure it out...

Boston: So, this is software only?

Harris: It could be software, it could be a machine that we can't figure out how to fix it, or we've tried it and we've ran into a roadblock. I think it includes programming, if there's failed points that flash in the software system and we can't fix them, we call TRANE.

Boston: They come in? And they charge?

Harris: Oh, there's always a charge. So, with the contract, the contract is...off the rack it's a \$152/hour now and the contract rate in here is \$120. So, it just gives us kind of a scope, they agree, they're going to do this at a minimum and we know we use about that many hours, so it just a mechanism to get a discount.

Boston: The contract is \$17,000/year?

Harris: \$17,400.

Boston: I'll withdraw my motion.

Hamby: I'll withdraw mine.

Boston: I'm going to make a motion that we approve.

Hamby: I'll second.

Boston: Because we need those automated, we almost have to have the automated temperatures.

Harris: It helps. Like I said, we're going to use these hours anyway and they have graciously locked our prices in since 2018.

Boston: And they don't physically come in and do the repairs unless we can't figure it out.

Harris: Right. They are our Butterball turkey hotline.

Boston: They are our experts. And we've approved this contract as written. And I don't have last years to compare it to but it's not changed except for the dates?

Harris: Only the dates. I have read every line.

Boston: I read it last year but I just scanned through it this year but I was comfortable since it was a renewal. There a motion on the floor to approve and you (referring to Hamby) seconded it. All in favor?

Hamby/Hale: Aye

Boston: Let's go forward with it. Any further discussion? I'll entertain a motion to adjourn.

Hamby: I make a motion we adjourn.

Boston: All in favor:

Hamby/Hale: Aye

8. Adjournment

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

(The meeting was adjourned at the approximate hour of 5:00 p.m.)

Dr. Ina Maxwell
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE

AGREEMENT BETWEEN
THE CUMBERLAND COUNTY BOARD OF EDUCATION
AND
THE CITY OF CROSSVILLE
FOR
REPAIR AND MAINTENANCE OF A-4B aircraft BUNO 148572

THIS AGREEMENT made and entered into on this ____ day of _____, 2022, by and between the CUMBERLAND COUNTY BOARD OF EDUCATION , (hereinafter referred to as “School Board”); and THE CITY OF CROSSVILLE, TENNESSEE (hereinafter referred to as “City”).

RECITALS

WHEREAS, City is a party to a contractual agreement (attached hereto as Exhibit A) with the UNITED STATES OF AMERICA, acting through the Naval Air Systems Command Headquarters (hereinafter referred to as “U.S. government”) dated February 29, 1980, in which City received a conditional gift, in the form of a retired A-4B aircraft BRUNO 148572 (hereinafter referred to as “aircraft” or “the aircraft”); and

WHEREAS, School Board, is a third party beneficiary, and the primary beneficiary of this agreement between City and U.S. government, inasmuch as the A-4B aircraft BRUNO 148572 received by City was, at all relevant times, intended to be, and has actually been, placed upon the premises of Cumberland County High School, as a symbol of the school mascot “The Jets”; and

WHEREAS, the aircraft is a beloved and iconic symbol of Cumberland County High School and the many generations of students that have attended this school; and

WHEREAS, City, under the agreement with the U.S. government, is obligated to:

- a) Maintain the aircraft and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance and use will not discredit the donor;
- b) Use the donated property for display or educational purposes only;
- c) Protect the aircraft from vandalism by displaying it behind fences, on high pedestals, or by other suitable means to deter easy access by mischievous youngsters or unscrupulous individuals;
- d) Place the aircraft on display within ninety (90) days following physical acceptance of the property and to provide the donor with an 8x10 photograph, depicting how the donated property is displayed;
- e) Furnish the donor a notarized statement within fifteen (15) calendar days following the last day of each calendar year, certifying that the aircraft is still in the possession of the

donee and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes;

- f) Maintain the aircraft consistent with Attachment A to the Conditional Deed of Gift, attached hereto as Exhibit A to this agreement.

WHEREAS, the donated aircraft currently requires certain repairs and maintenance and City has been given notice of same by the U.S. government, under threat of repossession of the aircraft; and

WHEREAS, a volunteer campaign has been organized which has raised, and is raising funds and the labor necessary to make the required repairs, and ideally, to fund the continuing cost of maintenance to the aircraft; and

WHEREAS, School Board wishes to indemnify and relieve City from these contractual obligations to the extent possible, taking primary responsibility for the required repairs and maintenance of the aircraft in the years to come.

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

1. To the extent that donated funds and labor does not cover the cost of the repairs the aircraft currently requires, School Board will endeavor to pay for same, so as to relieve City of the monetary obligation associated with aircraft;
2. School Board will additionally develop a plan of maintenance for the aircraft, consistent with Attachment A to the Conditional Deed of Gift, attached hereto as Exhibit A to this agreement, and particularly paragraphs 2 through 7 of said attachment;
3. School Board will provide annual reports to City concerning maintenance performed consistent with this agreement;
4. City will share with School Board any and all communications it receives from U.S. government which relate to the Conditional Deed of Gift attached hereto as Exhibit A;
5. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

Director of Schools
Cumberland County Board of Education
368 4th Street
Crossville, Tennessee 38555

City Manager
City of Crossville

392 North Main Street
Crossville, Tennessee 38555

6. The School Board, the City of Crossville and their respective representatives, agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement;
7. The parties intend for this various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections;
8. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity to do so;
9. This Agreement shall be governed and interpreted in accordance with the laws of the state of Tennessee;
10. This Agreement represents the entire agreement of the parties and supercedes any verbal or written representations of, to or by the parties to each other.

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

This ____ day of _____, 2022.

INA MAXWELL
Director of Schools
Cumberland County Board of Education

GREG WOOD
City Manager

JIM INMAN
Chairman
Cumberland County Board of Education

ATHLETIC TRAINER SERVICES AGREEMENT WITH CUMBERLAND COUNTY SCHOOLS

This Athletic Trainer Services Agreement (“Agreement”) is made and entered into by and between Benchmark Rehabilitation Partners, LLC (and its affiliates, hereinafter referred to as “Benchmark”) and Cumberland County Schools (hereinafter referred to as “School”).

WITNESSETH:

WHEREAS, the School desires to have athletic training services and related services available for its student athletes participating in the School’s athletic programs as set forth in paragraph II.B. below; and

WHEREAS, Benchmark employs athletic trainers who are appropriately licensed, qualified, and certified to provide athletic training services, with experience in providing athletic training services and related services; and

WHEREAS, Benchmark is willing to provide services of its athletic trainers to the School.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Benchmark and the School hereby agree as follows:

I. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- A. “Athletic Trainer” shall be a person currently licensed as an athletic trainer in the state in which the School resides, who, upon the advice and written consent of a physician, carries out the practice of prevention, recognition, evaluation, management, disposition, treatment, or rehabilitation of athletic injuries.
- B. “Athletic Training Services” shall mean those support services which relate to prevention, recognition, evaluation, management, disposition, rehabilitation, and treatment of athletic injuries.
- C. “Athletic Injury” shall mean any injury sustained by a person as a result of such person’s participation in exercises, sports, games, or recreation requiring physical strength, agility, flexibility, range of motion, speed, or stamina or any comparable injury which prevents such person from participating in such activities.
- D. “Medical Director” shall mean an independent physician, who is not an employee of Benchmark or any of its affiliates, who may provide advice and written consent to Athletic Trainers pursuant to this Agreement.

II. OBLIGATIONS OF BENCHMARK

Benchmark shall:

- A. Provide licensed, certified Athletic Trainers who have experience in the provision of Athletic Training Services and related services, including provision of services to athletes (hereinafter referred to as “Services”) to provide Services as set forth herein.
- B. Provide and ensure quality of Services to the following school(s):
 1. Stone Memorial
 2. Cumberland Co High School
 3. _____
 4. _____
- C. Provide Services to the School student athletes (“Athletes”) who have a current valid medical consent and release form and a current physical on file at the School and who participate in any of the following athletic programs:
 1. One (1) full time athletic trainer at Stone Memorial, home and away football, home varsity games and;
 2. One (1) full time athletic trainer at Cumberland County High School, home and away football, home varsity games _____; and
 3. Up to 40 hours per week _____.
- D. Ensure that each Athletic Trainer providing Services under this Agreement shall:
 1. Be appropriately licensed, qualified and certified in the jurisdiction in which the School resides throughout the term of this Agreement.
 2. Have experience in the provision of Athletic Training Services and related services including experience in provision of Services to Athletes.
 3. Maintain confidentiality of Athletes’ medical information.
- E. Provide Services, upon the advice and written consent of the Medical Director, or his/her designee, which shall include, but not be limited to, the following:
 1. Development and implementation of a plan for sports related injuries which shall include a plan for care in the event of an emergency.
 2. Maintenance of accurate records of all accidents and subsequent actions.
 3. Review of Athlete’s medical history, which shall be obtained and provided by the School.
 4. Use of only those therapeutic modalities permitted by applicable laws and/or regulations and in compliance with such applicable laws and/or regulations.
 5. Serve as liaison between the Medical Director, or his/her designee, and the School.
 6. Provision of medically pre-approved post-injury guidelines and educational materials to Athletes and their parents.

- F. Maintain professional and general liability insurance covering Benchmark and its employees for and against loss or damage resulting from Services performed pursuant to this Agreement. The professional liability coverage shall have minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. The general liability coverage shall have minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. Benchmark shall provide a certificate of such insurance coverage upon written request by the School. This provision shall survive the termination or expiration of this Agreement.

III. OBLIGATIONS OF THE SCHOOL

The School shall:

- A. Provide a copy of a current, valid, and properly executed medical consent and release form to Benchmark for each Athlete.
- B. Provide access to a current medical history for each Athlete in the possession and control of the School which shall include disclosing any health disorders of significance that impact the Athlete's ability to participate in athletic programs and pre-participation physicals as well as proof of health insurance for each Athlete participating in the School's athletic programs.
- C. Maintain adequate supervision of, and authorize Athletic Trainers access to, athletic training room, school facilities and equipment.
- D. Work cooperatively with Athletic Trainers and team physicians in the selection and use of sports protective equipment.
- E. Not allow an injured Athlete evaluated by an Athletic Trainer to re-enter competition until cleared by the Athletic Trainer or team physician.
- F. Make reasonable and prudent decisions concerning any Athlete's health and safety.
- G. The School will carry general liability insurance providing coverage in minimum amounts of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the annual aggregate. Student Athletes shall carry accident insurance offered through the School, or shall provide proof of alternate healthcare insurance coverage. The School shall provide a certificate of such insurance coverage upon written request by Benchmark. This provision shall survive the termination or expiration of this Agreement.

IV. COMPENSATION AND SCHEDULE

- A. Subject to the terms and conditions set forth herein, Benchmark shall provide the Services of Athletic Trainers for each school listed in Paragraph II.B., at times as

mutually agreed to by the parties. There will be no compensation for Services provided.

- B. As additional, in-kind compensation for the Services provided hereunder, School shall provide the marketing support set forth on Exhibit A attached hereto, which is incorporated herein by reference and made a part of this Agreement.
- C. In the event two or more athletic events occur on the same day and at the same time at two or more locations, Benchmark and the School shall mutually agree on a case-by-case basis where Athletic Trainers shall provide coverage (e.g., at home or away events).
- D. Benchmark reserves the right to prioritize Athletic Trainer responsibilities and location assignments based on the needs of injured Athletes and at the School. Unavoidable changes in Athletic Trainer coverage initiated by Benchmark will be communicated by Benchmark to each school's Athletic Director.
- E. The School shall provide a training room, equipment and supplies sufficient for Athletic Trainers to provide Services hereunder and for provision of appropriate care to Athletes. It is understood and agreed that Benchmark may provide certain equipment and supplies for the training room

V. INDEPENDENT CONTRACTOR STATUS

- A. In the performance of the Services under this Agreement, it is mutually understood and agreed that Benchmark and its employees are performing as independent contractors and shall not be deemed to be agents, employees, partners or joint venturers of the School. The School shall neither have nor exercise any control or direction, nor shall the School have the right to exercise any control or direction, over the methods or manner in which Benchmark performs the Services required under this Agreement; provided, however that such Services shall be rendered in a manner consistent with applicable standards. Except for requiring the general coverage called for in this Agreement, the School shall not have the right to set the specific working hours of Benchmark employees. Benchmark and its employees shall not be entitled to, nor receive, any benefits normally provided to the School employees such as, but not limited to, salary, vacation payment, retirement, health care or sick pay. The School shall not be responsible for withholding income or other taxes from the payments made to Benchmark. Benchmark shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Benchmark pursuant to this Agreement.
- B. The School understands and agrees that Medical Directors who provide advice and consent to the Athletic Trainers are not employees of Benchmark or its affiliates.

VI. TERM AND TERMINATION

- A. Unless terminated sooner as set forth herein, this Agreement shall be for an initial period of three (3) years, commencing on and June 1, 2022, and will renew automatically thereafter for two (2) successive one (1) year terms, terminating on and May 31, 2025.
- B. Either party may terminate this Agreement without cause upon giving sixty (60) days prior written notice as provided in this Agreement to the other party of such intent to terminate.

VII. COMPLIANCE WITH LAWS

- A. Each party hereby warrants that it is in compliance with and that it shall remain in compliance with all federal, state and local laws, regulations, rules and orders applicable to its performance under this Agreement.
- B. Each party agrees that it will comply in all material respects with all applicable federal, state and local laws, regulations, rules or orders governing privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA").

VIII. GENERAL PROVISIONS

- A. Non-Recruitment. During this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, the School shall not, directly or indirectly, on the School's own behalf or on behalf of others, solicit, entice, persuade, induce or divert (or attempt to do any of the foregoing) any employee, independent contractor or consultant of Benchmark to: (a) terminate his or her employment, independent contractor or consulting relationship with Benchmark, or (b) become employed by, or an independent contractor or consultant to, the School or any person or entity engaging in any business competitive with Benchmark. In the event of a breach of the non-recruitment covenants set forth herein, Benchmark may petition any court of competent jurisdiction to enforce such covenant. The parties agree that because the determination of damages would be difficult to ascertain, Benchmark shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages or posting bond. The parties specifically agree that the covenants set forth in this paragraph are reasonable and the reasonableness of such covenants shall not be challenged in any action seeking to enforce the covenants. In addition to injunctive relief, Benchmark may seek compensatory damages in an amount to be awarded by any court of competent jurisdiction.
- B. Entire Agreement; Amendment. Except as specifically provided herein, this Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior negotiations, understandings and agreements of the parties, whether oral or written, which relate to the subject matter of this Agreement. No supplement, amendment, or

modification of this Agreement shall be binding unless executed in writing by the parties hereto.

- C. No Waiver. No waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.
- D. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns.
- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- F. Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.
- G. Severability. If any provision of this Agreement is rendered illegal or invalid or violative of future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.
- H. Assignability. Nothing contained in this Agreement shall be construed to permit the assignment by the School of its rights or obligations set forth herein, and such assignment is expressly prohibited without the prior written consent of Benchmark. Any attempted assignment shall be void and of no effect if not in accordance with this provision.
- I. Notices. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be in writing and shall be deemed sufficiently given (i) on the day personally delivered, or (ii) when delivered if mailed by United States mail or recognized overnight courier service, postage prepaid, in each case at the address of the party to receive the notice, demand or consent as set forth below:

Benchmark: Benchmark Rehabilitation Partners, LLC
6397 Lee Highway, Suite 300
Chattanooga, TN 37421
Attention: President

School: Cumberland County Schools _____
BOE Central Services
368 Fourth Street

Each party may change its address indicated above by giving the other party written notice of the new address in the manner set forth in this section.

- J. Renegotiation. If the School determines that any provision of this Agreement becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, revenue procedure or administrative or judicial decision, subjects any individual to any form of excise tax or monetary penalty, or jeopardizes the tax-exempt nature of any bonds that have been issued by or on behalf of the School, then the School may, at its option, alter the terms of this Agreement so that it no longer violates the same, or no longer subjects any individual to any form of excise tax or monetary penalty. In such event, the School shall have the option of terminating this Agreement immediately upon written notice to Benchmark.
- K. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state in which the School resides, without giving effect to any state's conflicts of laws provisions.
- L. No Third Party Beneficiaries. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
- M. Force Majeure. Neither party shall be liable to the other party for any interruption or delay arising from causes beyond such party's reasonable control, including without limitations, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies.

Signature page follows.

Exhibit A
(check all that apply)

School shall provide Benchmark with the following:

X at least three (3) public address announcements made during all home athletic events.

X authorization for Benchmark to place its logo on School's website, if any, with a link to www.benchmarkpt.com

X signage in the training room and other athletic venues, including on digital scoreboards, where available.

X prominent advertisement placement in major sports printed materials such as the football program.

X identification of Benchmark as a "Partner in Education" with the School in the School's yearbook and season calendars.

X pay for supplies.

X recognition/exclusivity as the official sports medicine provider.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MR. HOLLAND’S OPUS FOUNDATION
AND CUMBERLAND COUNTY SCHOOLS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between The Mr. Holland’s Opus Foundation (MHOFF), whose address is 4370 Tujunga Ave., Suite 110, Studio City CA 91604, and Cumberland County Schools whose address is 368 4th St., Crossville, TN 38555.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which MHOFF’s proprietary Music (and Arts) Education District Support Services® (MEDSS) will be provided to Cumberland County Schools (at no cost to Cumberland County Schools) in support of arts education in Cumberland County Schools. MEDSS will include comprehensive arts education program audits to identify and assess the types of art classes offered at each school, student participation/retention in art classes, gaps in sequential K – 12 arts education offerings within feeder patterns and inventory and support needs in order for all students to have access to arts education. The arts education program results will serve as a resource to Cumberland County Schools and MHOFF indicating which schools may need resources/support so that all students have access to quality, sequential and sustainable arts education. Audit results will be supported by MHOFF recommendations and consultation.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect through school year 2022/23. This MOU may be terminated, without cause, by either party upon 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Cumberland County Schools.** Cumberland County Schools will notify MHOFF in writing if other organizations or agencies approach the district with services or projects that would duplicate or impact MHOFF’s MEDSS services. Cumberland County Schools will provide MHOFF with the following data reflecting the 2021/22 school year no later than four weeks from signing this MOU:

- Master list of schools within the district organized by feeder patterns/clusters. Specialty and charter schools that are not part of a feeder pattern/cluster may be listed separately.
- Master list of art teacher names, email addresses and school phone numbers
- Master data document(s) with the following for each school in the district (**please see attached sample – Sample Overall School Data**):

- School zip code
- School NCES ID number
- Grades served by the school
- Total school enrollment
- Student ethnicity enrollment
- Economically disadvantaged enrollment
- Enrollment by gender
- Homeless/foster enrollment
- Migrant enrollment
- Military enrollment
- English Language Learner enrollment
- Special Education enrollment (or equivalent)
- Student attendance rates
- Student achievement data in ELA and Math

Additionally: list of art courses (including but not limited to music, dance, theatre, media art and visual art) offered at each school including the following information **for each art course offered (please see attached sample –**

Sample Overall Course Specific Data):

- Enrolled student ID number
 - Enrollment by grade
 - Enrollment by ethnicity
 - Economically disadvantaged enrollment
 - Enrollment by gender
 - Homeless/foster enrollment
 - Migrant enrollment
 - Military enrollment
 - English Language Learner enrollment
 - Special Education enrollment (or equivalent)
 - Schoolwide attendance rates for students enrolled in arts courses
 - Schoolwide achievement data in ELA and Math for students enrolled in arts courses
- If a centralized inventory system exists: Master list of district-wide musical instrument inventory including quantities, types, makes, models, condition (and/or age) and school sites/locations where instruments are located

5. Responsibilities of The Mr. Holland's Opus Foundation (MHOF).

MHOF will be responsible for distributing, collecting and analyzing arts educator surveys, conducting the MEDSS audit/assessment as to the state of arts education at each school and provide a final report to Cumberland County Schools with key findings and supporting recommendations.

6. Sharing MEDSS Information

For avoidance of doubt and notwithstanding anything else to the contrary in this agreement, Cumberland County Schools agrees that MHOF may share MHOF's MEDSS (including reports, surveys and other documents prepared by MHOF in the course of performing MEDSS services) and the underlying data provided by Cumberland County Schools to MHOF with the CMA Foundation and the Tennessee Department of Education; provided, however, that neither the CMA Foundation nor the Tennessee Department of Education shall acquire any rights in the MEDSS Intellectual Property by reason of MHOF sharing the MEDSS information with them.

7. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Los Angeles County, CA.

D. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The Mr. Holland's Opus Foundation and Cumberland County Schools and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under

this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H. Intellectual Property of MHOF. MHOF's MEDSS (including reports, surveys, presentations and other documents prepared by MHOF in the course of performing MEDSS services) contains intellectual property of MHOF which is protected by copyright, trademark, trade secret and other intellectual property rights ("MEDSS Intellectual Property"). During the Term of this MOU MHOF grants Cumberland County Schools a limited, non-exclusive, royalty-free license to use and copy the reports, surveys, and other documents prepared by MHOF, such use and copying to be solely for the purposes set forth in this MOU. Other than as provided in the previous sentence, Cumberland County Schools acquires no rights to MEDSS Intellectual Property as a result of the services provided by MHOF.

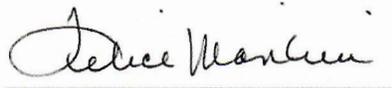
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TO BOTTOM OF PAGE

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

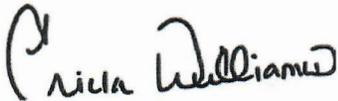
The Mr. Holland's Opus Foundation



December 8, 2021

Felice Mancini, President & CEO

Date



December 8, 2021

Tricia Williams, Program Director

Date

Cumberland County Schools

Dr. Ina Maxwell, Director of Schools

Date

Rebecca Farley, Supervisor of Instruction

Date

MEMORANDUM OF UNDERSTANDING
Between
VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
And
CUMBERLAND COUNTY SCHOOLS

Volunteer Behavioral Health Care System, hereinafter referred to as "VBHCS," and Cumberland County Schools System, hereinafter referred to as "CCS," each individually as the "Party" and collectively as the "Parties," wish to enter into an understanding, hereinafter "MOU," whereby VBHCS will provide school-based mental health therapy and care coordination services in agreed upon schools through the *Project Anchor* program.

THEREFORE, the Parties hereto agree as follows:

- A. PARTIES:** This Memorandum of Understanding with VBHCS will establish a working relationship to make the described services easily accessible for Cumberland County Schools' students by offering *Project Anchor* services on site at participating schools. These mental health services include child and adolescent therapeutic models and care coordination for child and adolescents to the students referred by Cumberland County Schools.
- B. PURPOSE:** The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Cumberland County Schools in reaching the children in need of such services.
- C. AUTHORITIES:** The local VBHCS Center Director will provide oversight for VBHCS. Cumberland County Schools Mental Health Coordination Team will provide oversight for Cumberland County Schools.
- D. CONCEPT AND COOPERATION:** Both Parties will operate separately and independently, but will work cooperatively to enhance the mental health, well-being, and readiness to learn within Cumberland County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.
- E. RESPONSIBILITIES OF THE PARTIES:** In fulfilling the purpose of this MOU, the Parties agree to participate in and be responsible for activities as follows.
 1. Cumberland County Schools will:
 - Provide a suitable private space for individual in-person therapy sessions.
 - Develop a referral system for *Project Anchor's* school-based therapy services.
 - Support the therapy services by working with the therapist to provide access to the student in the classroom and other venues as needed.
 - Provide feedback on the performance of the school-based therapist as requested.
 - Include the *Project Anchor* Therapist(s) in school-based meetings (IEP, S-Team, etc...) for their client(s) at the request of the legal parent/guardian and/or at the discretion of Cumberland County Schools.
 - Inform parents/guardians that the services are available during school hours.
 - Provide an evaluation of the therapist effectiveness and/or other feedback as needed.

- Provide a lockable file cabinet in a secure area for storage of confidential information that can be used at the discretion of VBHCS staff (medical records are electronic and will be maintained through VBHCS's HIPPA compliant Electronic Medical Records).
2. Volunteer Behavioral Health Care System will:
- Provide staff trained in appropriate child and adolescent therapeutic models and care coordination for child and adolescents to the students referred by Cumberland County Schools as deemed appropriate to serve the caseload of students referred.
 - Ensure that *Project Anchor* therapist(s) and/or staff will deliver in-person counseling sessions to students who have opted to participate in VBHCS counseling services and who have received documented consent of treatment by parent(s)/guardians of each participating student.
 - Ensure face-to-face sessions will be the sole method of care when therapist(s) and/or client(s) utilize Cumberland County Schools facilities to conduct counseling sessions.
 - Ensure that in response to situations or circumstances in which face-to-face sessions are not possible, telehealth services are considered a viable option and can be utilized as a means of rendering services to such clients, should the client and/or their guardian agree to telehealth sessions that do not take place on any facility belonging to Cumberland County Schools.
 - Protect the rights of the child and parents/guardian as legally and ethically required.
 - Provide administrative and clinical supervision for staff as dictated by their level and education and/or licensure.
 - Provide liability and employment insurance as required by law.
 - Follow third party payer regulations regarding modality and frequency of therapy and care of coordination services.
 - Facilitate access and referrals to other needed services.
 - Provide teacher consultation, training, and education as requested.
 - Conduct home visits as needed and requested.
 - Provide regular feedback/communicate with designated school staff as needed related to their individual client needs.
 - Communicate with parents/guardians regarding their client's behavior as necessary.
 - Keep all documentation (progress notes, care plans, assessments) in VBHCS electronic medical record.
 - Ensure staff have access to a cell phone and laptop with internet access.
 - Ensure that if/when their client reports/exhibits suicidal or homicidal ideations, psychosis, aggressive behaviors, or any behavior that could potentially pose a threat to themselves or others during services, the *Project Anchor* therapist(s) will follow their own VBHCS protocols, as well those of Cumberland County Schools. In addition, the therapist will immediately notify the school counselor or safe school's counselor.
 - Ensure that each *Project Anchor* therapist(s)/staff will agree to follow Cumberland County School's Mental Health Protocols (Exhibit A) and Procedures for School Based Therapy Sessions (Exhibit B).
 - Be subject to any new procedures and/or Board Policies deemed appropriate by Cumberland County Schools.
 - Ensure that *Project Anchor* therapist(s)/staff will comply with Cumberland County School's child abuse reporting procedures 6.409 and will report to the school's child abuse coordinator (Exhibit C).
 - Ensure that *Project Anchor* therapist(s)/staff adhere to all policies and procedures of the agency, including those on reporting abuse/neglect, obtaining consent to treat minors,

obtaining proper release of information, sharing protected health information (PHI), reporting adverse occurrences, maintaining code of conduct, etc.

- Ensure *Project Anchor* school-based therapists/ care coordinators will meet credentialing requirements required of all VBHCS staff to include background checks, drug screens, and any other requirements necessary to meet CCS standards. Documentation of such screens will be available through VBHCS's Human Resource Department.

F. FERPA: Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.

G. HIPAA COMPLIANCE AND CONFIDENTIALITY: The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information, other than as permitted or required by this MOU for the proper performance of its duties and responsibilities hereunder; (2) use appropriate safeguards to prevent use or disclosure of patient information other than as provided for under this MOU; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this MOU or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' PHI, they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this MOU if they determine that either Party has violated a material term of the MOU.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this MOU, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this MOU.

- H. TERM AND TERMINATION:** This MOU is valid for the 2021- 2022 school year and will be renewed annually unless either Party terminates with a written notice 90 days prior to the termination date. In addition, this MOU may be revised in accordance with each organization's need if both Parties agree to such revisions.

This MOU may be amended only by an instrument in writing signed by the Parties hereto.

Termination Due to Legislative or Administrative Changes: This MOU shall be construed to be in accordance with any and all applicable laws, including without limitation, laws relating to Medicare, Medicaid, and other third-party payers, the tax-exempt status of any Party, or the tax-exemption of any bonds for which any Party may be liable. In the event there is a change in such laws, whether by statute, regulation, agency, or judicial decision that has any material effect on any term of this MOU, or in the even that counsel to one Party determines that any term of this MOU poses a risk of violating such laws, then the applicable term(s) of this MOU shall be subject to renegotiation, and either Party may request renegotiation of the affected terms or terms of this MOU, upon written notice to the other Party to remedy such condition. In the interim, the Parties shall perform their obligations hereunder in full compliance with applicable law.

- I. INDEMNIFICATION:** VBHCS shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, Cumberland County Schools and it's elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions, whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by Cumberland County Schools or its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this MOU.

Cumberland County Schools shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions, whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this MOU.

- J. INSURANCE:** VBHCS shall secure and keep in force during the term of this MOU the following:

1. Commercial general liability coverage with minimum liability limits of \$1,000,000 per claim, \$1,000,000 per incident, and \$3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

K. FORCE MAJURE: If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

L. GENERAL:

1. Entire Agreement/ Counterparts: This MOU, which contains the entire understanding of the Parties and constitutes the only agreement between the Parties regarding the services set forth above, shall be construed and enforced according to the laws of Tennessee; and it supersedes any and all prior understandings and arrangements; and it cannot be amended orally.
2. Severability: Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction: The language in this MOU shall be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each Party has reviewed the MOU and had an opportunity to review this MOU with legal counsel.
4. Notices: All notices, consents, waivers, and other communications required or permitted by this MOU shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or such other address or person as a Party may designate by notice to the other Parties):

Volunteer Behavioral Health Care System
PO Box 4755
Chattanooga, TN 37405
Attn: Phyllis Persinger, CEO

Cumberland County Schools
368 Fourth Street
Crossville, TN 38555
Attn: Ina Maxwell, Director of Schools

5. Exclusion from Federal Healthcare Programs: VBHCS represents and warrants that neither VBHCS nor any of its agents or employees have been nor are they about to be excluded from participation in any Federal Healthcare Program. VBHCS agrees to notify Cumberland County Schools within one (1) business day of VBHCS's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of VBHCS, its

employer or agent, or any VBHCS-owned subsidiary on the Office of the Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that VBHCS or any agent or employee of VBHCS is excluded from any Federal Healthcare Program, this MOU shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the maternal and Child Health Services Block Grant program, the Block Grants for State Social Services program, any state Children's Health Insurance program, or any similar program. Further, VBHCS agrees to indemnify and hold harmless Cumberland County Schools from and against any loss, liability, judgment, penalty, fine, damages (including punitive and/or compound damages), costs (including reasonable attorneys' fees and expenses) incurred by Cumberland County Schools as a result of VBHCS's failure to notify Cumberland County Schools of VBHCS's or any agent or employee of VBHCS's exclusion from any Federal Healthcare Program.

6. Attorney Fees: Each Party shall be responsible for their respective attorney fees.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

Jim Inman, Chair of the Board
Cumberland County Board of Education

Date

Ina Maxwell, Director of Schools
Cumberland County Schools

Date

Phyllis Persinger, CEO/President/COO
Volunteer Behavioral Health Care System

Date

CONTRACT OF EMPLOYMENT
Between
WILLIAM G. STEPP
and the
Cumberland County Board of Education

Subject to a vote of approval by a quorum of the Cumberland County Board of Education,
this Contract is entered into this ____ day of _____, 2022, by and between the Cumberland County Board of Education, hereinafter referred to as "BOARD", and WILLIAM G. STEPP, hereinafter referred to as ADIRECTOR@ or "DIRECTOR OF SCHOOLS. The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

- 1 . **TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the Minutes of its meeting held on the 12th day of April, 2022, hereby employs, and the DIRECTOR hereby accepts employment as DIRECTOR of the Cumberland County School System for a term of Three (3) years. DIRECTOR's period of employment shall commence on the 1st day of July, 2022, and shall continue until the 30th day of June, 2025, subject to the provisions in Paragraphs 14 and 21 of this Contract.
- 2 . **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall maintain and furnish to the BOARD evidence of his maintaining, throughout the life of this Contract, a valid and appropriate certificate to act as DIRECTOR of Schools of this County in accordance with the laws of the state of Tennessee.
- 3 . **DUTIES.**
 - A. The DIRECTOR shall perform the duties referenced in Tennessee Code Annotated ' 49-2-301, as well as those listed in the job description for DIRECTOR as adopted by the BOARD, or as it may be amended from time to time during the term of this Contract. Such job description, as so amended, is hereby incorporated in this Contract by reference as if fully stated herein.
 - B. The DIRECTOR shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than normal business hours.
 - C. The DIRECTOR shall reside within the boundaries of the school district throughout the term of the contract. This contract shall be void if the DIRECTOR does not meet this residency requirement.
 - D. The DIRECTOR shall foster an attitude of respect among staff for the authority of the Board of Education and shall, within the bounds of the law, share such

information and documentation with members of the Board as will support and inform the Board's policy development and decision making.

4. **COMPENSATION.** The BOARD shall pay the DIRECTOR annual compensation of One Hundred Ten Thousand and 00/100 (\$110,000.00) Dollars in twenty-four (24) equal semi-monthly installments in accordance with BOARD policy. If an adjustment in salary is made during the term of this Contract, all of the other provisions of this Contract, including its termination date shall remain as stated herein. It is expressly understood by the parties to this agreement that in the event DIRECTOR's employment is terminated for cause, as specified in Paragraph 22 (b) of this Contract, DIRECTOR will be paid under this contract only for the months in which she was employed as DIRECTOR of Schools.
5. **INSURANCE BENEFITS.** The BOARD shall provide the same benefits as other twelve (12) month professional employees receive.
6. **SALARY INCREASES.** Beginning July 1, 2021, DIRECTOR shall receive the same percentage increases in salary as do all licensed personnel of the Cumberland County Board of Education.
7. **MEMBERSHIP DUES.** The BOARD shall pay the costs of DIRECTOR's membership in the Tennessee Organization of School Superintendents (TOSS). The Board shall further reimburse the DIRECTOR for expenses in attending related functions, subject to Paragraph 13 of this Contract. The Board may approve dues to other professional organizations in addition to those listed by name in this paragraph, including but not limited to the AASA (American Association of School Administrators).
8. **PROFESSIONAL LIABILITY.** The BOARD shall maintain liability insurance covering alleged wrongful acts and omissions of the BOARD and of the DIRECTOR in the scope of his employment with the BOARD. The BOARD shall, to the extent permitted by law, directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless for demands, claims, suits, and legal proceedings brought by third parties against the DIRECTOR in his official capacity as agent and employee of the BOARD, except that this obligation of the BOARD shall not exist with respect to violations of criminal law, improper personal gain, or willful misconduct, and in no event will individual BOARD members be considered liable for indemnifying the DIRECTOR against such demands, claims, suits and legal proceedings. Nothing herein shall be construed as to require the school system to furnish legal counsel to the DIRECTOR for any costs or expenses which occur as a result of any legal dispute which may arise between BOARD and DIRECTOR with regard to the performance of duties pursuant to this Contract.
9. **PROFESSIONAL GROWTH.** DIRECTOR may attend professional meetings including TSBA and TOSS meetings, approved by the BOARD, the actual and necessary expenses of said attendance to be paid by the School System in accordance with School Board policy, and Paragraph 13 of this Contract, and not to exceed budgeted amount.

DIRECTOR shall be directly entitled to any and all funds received from the State of Tennessee for annual CEO training.

10. **WORK YEAR.** The DIRECTOR shall work twelve (12) months annually. Vacation and paid holidays for the DIRECTOR shall be determined in accordance with the Board policies applicable to twelve (12) month employees.
11. **PERSONAL/PROFESSIONAL LEAVE.** BOARD accepts and acknowledges the DIRECTOR'S accrued Vacation and Sick leave which she accumulated during his employment with the Cumberland County School System.
12. **SICK LEAVE.** The DIRECTOR shall be granted one day of sick leave for each month of contractual employment and two personal/professional leave days each year of employment. Leave days shall be cumulative and any unused leave days may be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System.
13. **EXPENSES.** The BOARD shall reimburse the DIRECTOR for all actual and necessary travel and other expenses required in the performance of the official duties during employment under this Contract subject to such limitations as provided by law and by BOARD policy. It is expressly agreed that DIRECTOR will use a vehicle owned by the system for travel whenever possible, to defray travel expenses.
14. **RENEWAL OF EMPLOYMENT CONTRACT.** The Board may extend the term of this contract at any time with concurrence of the DIRECTOR. However, unless the BOARD acts on or before the 1st day of March, 2023, to extend the contract, such failure to act shall serve as notice to the DIRECTOR that the BOARD does not intend to renew the contract.
15. **ASSUMPTION OF DUTIES.** The DIRECTOR shall assume responsibilities of the position July 1, 2022.
16. **PERFORMANCE EVALUATION.** BOARD shall annually review with DIRECTOR the DIRECTOR'S performance as DIRECTOR of the Cumberland County School District; DIRECTOR'S progress toward goals established by the BOARD and DIRECTOR; the working relationships of DIRECTOR with the BOARD, the staff, the students and community at large; and any other matters relative to the employment of DIRECTOR. The evaluation shall be completed by June 1 of each year.
17. **LOYALTY.** DIRECTOR shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the BOARD of Education and the Cumberland County School District. The DIRECTOR may, however undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of DIRECTOR'S duties and responsibilities hereunder, and may be separately compensated for such employment.

18. **TENURE.** The DIRECTOR shall retain such tenure rights, as she has acquired to date, as a teaching professional in the Cumberland County School System.
19. **ANY OTHER CONTRACT SUPERSEDED.** This Employment Contract sets forth the terms of employment of the DIRECTOR by the BOARD during the term of this Contract, and supersedes any other contract of the BOARD with its employees including any negotiated contract with the Cumberland County Education Association.
20. **DISABILITY.** In the event the DIRECTOR shall be unable to perform his obligations due to mental or physical illness, incapacity, or death, the BOARD, at its option, may terminate this agreement after one hundred twenty (120) days of incapacity or after earned sick leave is exhausted, whichever is longer. Should the Board suspect such disability, Board may request the Director to submit to a comprehensive examination which the Director shall not unreasonably refuse, and Director shall submit the written report of same to the Board Chairperson, who shall keep such records in confidence, only except to the extent that he/she may be required to officially act upon the information contained therein. In the event of a termination due to disability, Board shall be released from all further obligations contained herein.
21. **CONTRACT TERMINATION.**
- A. **Mutual Agreement** - This Employment Contract may be terminated by mutual written agreement of the parties, in writing.
- B. **For Cause** - This Employment Contract may be terminated by the BOARD for cause upon sufficient proof of improper conduct, inefficient service, neglect of duty, or failure to follow board directives and policies. If the BOARD terminates this Contract for cause, the DIRECTOR shall receive no further benefits or compensation.
- C. **Removal from Office** - This contract shall be terminated if the State Board of Education, in accordance with the provisions of Title 49, Chapter 1 of Tennessee Code Annotated as enacted or hereafter amended, orders the removal of the DIRECTOR or takes such action as would disqualify DIRECTOR from holding such position. If such removal is ordered, the DIRECTOR shall receive no further benefits or compensation under the terms of the contract.
- D. **Transfer.** - In accordance with TCA 49-2-203(a)15(A), the BOARD reserves the right to transfer the DIRECTOR to another position within the school system. However, the compensation and insurance benefits included within this agreement shall remain in full force and effect for the duration of the contract as specified in Article I. In the event DIRECTOR declines to accept such transfer, this contract shall be terminated and the DIRECTOR would be entitled to no further benefits or compensation.
- E. **Without Cause.**- The Board may terminate this contract without cause, at its

option, provided that the BOARD provides the DIRECTOR sixty (60) days written notice of such termination. In the event the BOARD elects to terminate this contract without cause, BOARD shall pay unto the DIRECTOR all salary due to the DIRECTOR from the date of termination until the expiration of this contract. The payment provided for herein shall, at the option of BOARD, be made in either monthly installments or in a lump sum payment. Upon payment as provided for herein, BOARD shall have no further liability to DIRECTOR for any payments whatsoever.

F. **Unilateral termination by DIRECTOR.**- The DIRECTOR may terminate this contract at anytime, at his sole discretion, by giving BOARD sixty days written notice of his resignation. In the event of such termination, DIRECTOR shall receive no severance pay and shall be entitled to the salary and benefits unpaid through the effective date of his termination or retirement.

23. **SEVERABILITY.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other portions shall remain fully valid and enforceable.

24. **CRIMINAL BACKGROUND CHECK.** In accordance with the requirements of Tennessee Code Annotated ' 49-5-413, the DIRECTOR agrees to the release of all investigative records to the board for examination for the purpose of verifying the accuracy of the criminal violation information as required by Tennessee Code Annotated ' 49-5-406 (a)(1)(A); and , DIRECTOR agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee Bureau of Investigation. The cost incurred for this investigation shall be paid by BOARD.

25. **AMENDMENTS.** The period of this Contract and any other provisions herein may be extended, modified, changed, or amended, by mutual agreement of the parties, provided such change shall be in writing, signed by the parties, approved by the Board, and placed in the minutes of the Board. Neither party shall be bound by any oral representation concerning modification of this contract.

26. **ENTIRE AGREEMENT** This contract constitutes the entire agreement among the parties and the parties hereto acknowledge that neither has relied upon any oral representation or any agreements by the other and that no such oral representations or agreements shall in any way affect the terms of this agreement and that this agreement may not be modified or changed except by written instrument executed by the parties.

Made and executed by the parties this day and date first above mentioned.

WILLIAM G. STEPP
Director of Schools

Jim Inman
Chairman
Cumberland County Board of Education

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