

## **Board of Education**

**June 23, 2022 6:00 PM**

Central Services Board Room

1. Call to Order - Mr. Jim Inman
2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman
3. Welcome to Visitors - Mr. Jim Inman
4. Special Recognition - Mr. Jim Inman
5. Roll Call
6. Declaration of Conflict - Mr. Earl Patton
7. \*Approval of Minutes
8. \*Approval of Agenda
9. Acknowledgement of Elected Officials
10. Community Comments
11. School Board Reports
  - 11.A. TLN Report - Mr. Robert Safdie
12. Board Member(s) Report from Training(s)
13. Legal Report - Mr. Earl Patton
14. \*Coordinated School Health Report
15. \*TDOE Early Literacy Network Agreement Year 2
16. Director's Report - Dr. Ina Maxwell
  - 16.A. Coordinated School Health Services Report
  - 16.B. \*Approved Field Trip List
  - 16.C. \*ARP Homeless Grant Participation Letter
  - 16.D. Annual Planning Calendar
  - 16.E. FYI
    - 16.E.1. ESSER Report
    - 16.E.2. Administrative Meeting Agenda
    - 16.E.3. Attendance Report
    - 16.E.4. Personnel Report
    - 16.E.5. Substitute List
    - 16.E.6. Professional Development Report
    - 16.E.7. School News Articles
    - 16.E.8. School Calendar of Events
17. School Board Committees
  - 17.A. Policy Committee-Mr. Tony Brock
    - 17.A.1. \*Approval of First Reading of Policies
    - 17.A.2. \*Approval of Second Reading of Policies
  - 17.B. Athletic Committee - Mr. Tony Brock
  - 17.C. Budget Committee Meeting - Mr. Chris King
  - 17.D. Building and Grounds Committee-Mr. Robert Safdie
  - 17.E. Safety Committee-Mrs. Rebecca Hamby
  - 17.F. Contract Committee-Ms. Teresa Boston
  - 17.G. Contract Committee-Ms. Teresa Boston
    - 17.G.1. G. Earl Patton Contract
    - 17.G.2. Stellar Therapy Services
    - 17.G.3. Sericia Seiber and CC Schools for Speech/Language Services
    - 17.G.4. Sidekick Therapy Partners
    - 17.G.5. Global Therapies/Karyn Henderson OT Services
    - 17.G.6. Volunteer Behavioral Health MOA Project BASIC
    - 17.G.7. Volunteer Behavioral Health MOA Positive Action Program
    - 17.G.8. Volunteer Behavioral Health MOU Project Anchor

- 17.G.9. Volunteer Behavioral Health MOU Dept. of Mental Health and Substance Abuse Services
- 17.G.10. Centerstone of TN MOU
- 18. Chief Financial Officer's Report-Mrs. Kacee Harris
- 18.A. Monthly Financial Report
- 18.B. Monthly Sales Tax Report
- 18.C. \*142 Budget Amendments
- 18.D. \*143 Budget Amendments
- 19. \*Consent Agenda
- 19.A. \*Approval of Volunteers
- 19.A.1. SMHS Volunteer List
- 19.A.2. Middle School Volunteer List
- 19.B. \*Approval of Overnight and Out of State Field Trips
- 19.B.1. Brown Elementary Overnight Request  
-Nashville, TN. June 27-27, 2022 National Beta Convention
- 19.B.2. CCHS Overnight Request  
-TN Tech Cookeville, TN July 12-14, 2022 Football Camp
- 19.B.3. SMHS Overnight Request  
-Maryville College Soccer Camp, Maryville, TN July 17-July 20, 2022- Girls' Soccer Team
- 19.C. \*Approval of Contracts
- 19.C.1. CCHS and Josten's Agreement
- 19.C.2. -SMHS and Vendor Agreements  
-Five Star Food Service  
-Josten's Pix  
-Pro Studio 7  
-Josten's
- 19.D. \*Approval of Grants
- 19.E. \*School Wide Fundraisers
- 19.F. \*Approval of Disposal of Surplus Property
- 19.F.1. Crab Orchard Retirement List
- 19.F.2. CTE, Food Service, SPED Retirement List
- 19.F.3. South Elementary Retirement List
- 19.F.4. Stone Elementary Retirement List
- 19.F.5. Transportation Retirement List
- 19.G. \*Executive Approval
- 20. Old Business
- 21. Questions from Media
- 22. Adjournment
- 23. (\*) Indicates Board Approval Required

**Board of Education**  
**May 26, 2022 6:00 PM**  
Central Services Board Room

The Cumberland County Board of Education met in a regular session on Thursday, May 26, 2022, in the Central Services Board Room, where the meeting was called to order by Chairman Inman at the approximate hour of 6:01pm.

**PRESENT:** Brock, King,  
Inman, Parris, Hamby,  
Hale, Karge, Boston  
  
Earl Patton (Attorney)  
Moirra "Mo" Charnot (Media)

**ABSENT:** Safdie

**STUDENT REPRESENTATIVES:** None

1. Call to Order - Mr. Jim Inman
2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman - After a moment of silence, Dr. Maxwell introduced RJ Toth. She stated, tonight we have with us Mr. RJ Toth. He is the son of Eric and Kimberly Toth. He graduated from SMHS last week. He won first place in Criminal Justice at the State Skills USA Competition in April. RJ will be the only Criminal Justice Competitor representing Tennessee in the National Skills USA Competition in Atlanta and he is going to lead us with the Pledge. RJ Toth led the audience in the Pledge of Allegiance. RJ Toth was awarded a certificate of appreciation for his participation in tonight's meeting.
3. Welcome to Visitors - Mr. Jim Inman - Inman advised, next item on the agenda is Welcome to Visitors. Thank you everybody for being here and I don't see any of our Student Representatives. I guess they graduated and school is out. But anyway, thank you for everybody for being here.
4. Special Recognition - Mr. Jim Inman - Inman advised, the next item is the Special Recognition and I will turn it over to Dr. Maxwell. Maxwell advised, tonight we have several students we want to recognize and Mrs. Polson is here to help me with this. Dr. Maxwell awarded each student with a certificate for his or her participation. Polson advised, every year on the even years we do Pacer Scores in PE and they do it at the beginning of the year and they do it at the end of the year and the coaches wanted to recognize these folks, because they excelled in their Pacer Scores this year. Pacer Scores you start and it's running. They run laps but they run them progressively faster. So it is more about endurance than anything. So these are people who endure. Not only do they show up for class, probably all of their classes they do well in, but they also show up for PE and run and run and run. They work. As a matter of fact we were just talking about the scores and there is a gentleman from Martin who had 131 laps and he was the overall district. His name is Triston Futrell and he overall was 131 laps, which is

remarkable, remarkable. All of these folks did a great job and we're very proud of them for excelling in PE.

**Pacer Awards**

- COE-Gabriel Garcia, Winton Stofflet
- PHOENIX-Jacob Brown, Tyler Thompson, Joseph Carter, Devon Flynn, Kaylee Dougherty
- PHS-Braxton Sears, Price Barnwell, Chloe Waldo
- MES-Keith Stultz, Rosie Patterson
- SCE-Dalton Loshbough, Ivy Watson
- CCHS-Alexis Page, Jeffery Smith
- SMHS-Thomas Houston, Laney Wiley
- OVERALL HIGHEST IN DISTRICT-Triston Futrell

Inman advised, congratulations everyone. For what I understand, that Pacer Test is tough. That's what my grandkids tell me. I'm not going to try it.

5. Donor Appreciation (See Exhibit #1) - Inman advised, next item on the agenda is the Donor Appreciation and I'll give that to Dr. Maxwell. Maxwell advised, so in your packets you will find donor lists or partnerships from all of the schools. They sent in a list to be recognized. To recognize those who have contributed to the school in one way or another. So you'll see that in your agenda.

6. Roll Call (See above)

7. Declaration of Conflict - Mr. Earl Patton - Mr. Earl Patton - Declarations of Conflict- Per TCA 49-2-202 Board of Education Members who have relatives (per the statute: relative means: Spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you) employed by the system are asked to raise your hands to identify yourself. "Do you certify that the votes that you make tonight will be in the best interest of the school system, regardless of the effect that your vote may have upon the employment of your relative or relatives?" Brock, Boston, and Inman certified by saying individually, "I do."

8. \*Approval of Minutes (See Exhibit #2 and #3) - Inman advised, next item is approval of the minutes. Karge advised, move to approve both. King advised, second. Inman advised, I've got a motion from Mrs. Karge and a second from Mr. King. A Voice Vote was taken.

- 4-28-22 BOE Minutes
- 5-12-22 Special Called

**VOICE VOTE:**

Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:**

**Motion Carried**

9. \*Approval of Agenda (See Exhibit #4) - Inman advised, next is the Approval of the Agenda. Karge advised, move to approve. Brock advised, second. Inman advised, I've got a motion by Mrs. Karge and a second by Mr. Brock. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
Brock (seconder-yes)  
All Ayes

**MOTION:** Motion Carried

10. Acknowledgement of Elected Officials - Inman advised, next is Acknowledgement of Elected Officials. Have we got any elected officials? I didn't see any. Karge advised, Ms. Shannon Stout. She will be the incoming District 9 BOE. Inman advised, okay. Ms. Stout, thank you for being here. Hamby advised, and Ms. Elizabeth Stull is here also and Ms. Sheri Nichols. Inman advised, oh okay. Alright, good; thank you for being here. Did I miss one? Nichols replied, Sheri Nichols, District 3. Inman replied, okay; District 3. Thank you for being here, appreciate it.

11. Community Comments - Inman advised, next item is Community Comments and we have three people who have signed up and the first is Chris Bonine. Inman advised, and before you get started as you go up to the podium let me remind everybody that please keep your remarks to business as in the Cumberland County School System. Do not; we can't talk about personnel issues, because this board has no say so with personnel issues. So just remember that please and you'll have three minutes and it will start after you tell us your name and your address and then you can get started. .

Chris Bonine 267 West End Road Rockwood or Westall - Subject: Pine View Elementary pertaining to the lack of communication and notification for different events. School environment today versus previous years.

Inman advised, once again please confine your remarks to anything but personnel and I think you've done this before.

Amber Cook 142 Days Road Rockwood - Subject: Rotation of Principals at Pine View. Requesting a leadership/roles/culture change. Pine View last few years versus this year. Pine View is a sinking ship.

Inman advised, once again please keep your remarks to anything, but personnel, okay and if you will tell us your name and your address and then your three minutes will start.

Brandi Carter 2090 Dogwood Road Rockwood - Daughters experiences at Pine View last year versus this year. Discussed least to greatest of her concerns in detail. Discussed her older daughter's experience with bullying and how it was handled.

Inman advised, thank you Mrs. Carter. If you would before you leave would you talk to Mr. Bo Magnusson down there about the bullying issue and maybe he can help. Okay, but thank you.

12. School Board Reports

12.A. TLN Report - Mr. Robert Safdie - Inman advised, next item on the agenda is the School Board reports. Normally Mr. Safdie would be here to give that report and since he is not here unless he has talked to anybody about; okay he has not mentioned anything to me about it. Okay, so we will move on.

13. Board Member(s) Report from Training(s) - Inman advised, next item is Board Member(s) Report from Training. Has anybody had any training they want to talk about? Hamby advised, we went to Nashville for the Wardrobe and Finance. I don't know what it is called. It was a lot of great information. It was just; it was a lot to take in, but it was very informative. So I mean I'm glad we went. Inman advised, okay thank you. Anybody else? King advised, I do the Legal Lunch Webinar. They are very good. Inman replied, okay. Alright, anyone else? No one responded.

14. Legal Report - Mr. Earl Patton - Inman advised, next item is the Legal Report, Mr. Patton. Patton advised, the board has some active litigation as you know. They're not really any updates. There's still a motion to dismiss set in the Hester Case for June the 9th and again that is in Putnam County. If anybody has any questions about that feel free to call me in my office.

15. \*Discussion of Attorney Contract (See Exhibit #5) - Inman advised, next item is the Discussion of Attorney Contract. Now I had this put on the agenda for us to look at. We can; now the contract doesn't run out until June 30th. So we can actually; we could actually vote on this at the June meeting if you want to or we can vote on it tonight. It's up to this board what y'all want to do. Hamby advised, that Contract should go before the Contract Committee before it comes to the full board. Inman replied, that's fine. Well like I said I just put it on here basically for information. I wanted everybody to see it and so we don't have to vote on it or anything tonight. Mrs. Boston, we'll just send that to the Contract Committee and let y'all bring it to us in the June meeting. How's that? Boston replied, sure. Inman asked, does that sound alright to you Mr. Patton? Patton replied, that's fine. Inman advised, like I said I just wanted to get it on, out in front of everybody you know before we waited too late and not have a contract. Patton replied, yes sir.

16. Director's Report - Dr. Ina Maxwell

16.A. \*Literacy Teacher Training Stipend Grant (See Exhibit #6) - Maxwell advised, the first item, which will require a board vote is the Literacy Teacher Training Stipend Grant. This is the second year that we have received this money from the state to provide a stipend to our teachers in the summer time for taking the training that the state has adopted and Mrs. Barnes is here to answer any questions that you might have. Karge advised, move to approve. King advised, second. Inman advised, I've got a motion by Mrs. Karge and a second by Mr. King. Is there any discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:**

Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:**

**Motion Carried**

16.B. \*Strategic Compensation/Differentiated Pay Plan (See Exhibit #7) - Maxwell advised, the next item will require board approval. This is the Strategic Compensation and Differentiated Pay Plan. Mrs. Bray has met with a committee of members from all of the schools and this is what they are proposing and Mrs. Bray is here to answer any questions that you might have. Inman asked, do I hear a motion? King replied, move to approve. Inman advised, I've got a motion by Mr. King. Brock advised, second. Inman advised, a second by Mr. Brock. Any discussion? Any questions? Hale advised, I have one. Is this what we did last year, the same amount? I thought it looked familiar. So this is basically just redoing what we had done last year? Bray replied, that is correct. It's been pretty much very similar. Inman asked, any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** King (mover-yes)  
Brock (seconder-yes)  
All Ayes

**MOTION:** Motion Carried

16.C. \*Personnel Recommendations for 2022/2023 (See Exhibit #8) - Maxwell advised, the next item, which for years we have brought requiring a board vote. It is just notification of the Personnel Recommendations for 2022/2023 school year. Inman asked, do I hear any motions? Boston replied, motion to approve. Inman advised, Mrs. Boston with a motion. King advised, second. Inman advised, Mr. King with the second. He beat you by just a second. Is there any discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Boston (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:** Motion Carried

16.D. \*Transportation Safety Specialist Job Description (See Exhibit #9) - Maxwell advised, the next item that will also require board approval. This is a Transportation Job Description. This is not a new person position. Mrs. Bray is here and Mr. Conatser is here to answer any questions that you might have. Karge advised, move to approve. King advised, second. Inman advised, I've got a motion by Mrs. Karge. Mr. King with a second. Alright, is there any discussion? Any questions? Boston advised, I don't know which one I ask. This is not a new position? Bray replied, no. We had two part time doing safety, but basically we're going to have half of it will be safety and half of it's going to be working with our new routing software, which the two are going to be kind of intricate together. Because we're going to be doing a lot with as far as driver qualifications. The software will keep up with that as well as routing for the software. So basically we've got; we had two people that kind of did the training part-time and now we're just going to make it compiled into one. Boston asked, what schedule will they be on and I'm assuming it's a non-certified position. Bray replied, correct; level 5. Boston advised, so we've got two half-time positions combining it to one. What happens to the two people that are doing it now? Bray replied, well they won't be doing that unless they decide to apply for this job, but they also drive. Boston replied, okay so they are drivers. So no one is going to be. Bray replied, no. Boston continued, okay. That is what I needed to know. Bray replied, no, no, no.

Boston replied, I am good. Hamby advised, that was my question. Thank you for asking. Bray replied, they are both perfectly able to if they want to apply. Boston advised, apply for the job. Inman asked, any further discussion? No one responded. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
King (seconder-yes)  
All Ayes

**MOTION:** Motion Carried

16.E. Annual Planning Calendar (See Exhibit #10) - Maxwell advised, the next item is the Annual Planning Calendar. This is just an FYI. We've said that, I've said this many times. Time flies when you are having fun. We have one month left and before the new fiscal year begins. So you can see that we are ticking things off the list. The other information in my report is for your information and that is all that I have Mr. Inman. Inman asked, does anybody have any questions on any of the reports? No one responded.

- 16.F. FYI (See Exhibit #11)
  - 16.F.1. ESSER Report
  - 16.F.2. Administrative Meeting Agenda
  - 16.F.3. Attendance Report
  - 16.F.4. Personnel Report
  - 16.F.5. Substitute List
  - 16.F.6. Professional Development Report
  - 16.F.7. School News Articles
  - 16.F.8. School Calendar of Events

17. School Board Committees - Inman advised, we are down to 17, School Board Committees. We will begin with Mr. Brock with the Policy Committee.

17.A. Policy Committee-Mr. Tony Brock - Brock advised, it may be the end of the school year, but it is the time for policies. For your First Reading consideration folks we've got Policy 2.702 about Inventory, Policy 3.206 Community Use of School Facilities, Policy 5.204 Retirement Incentive, and Policy 6.4031 Head Lice. Honestly what we are doing on most of these folks is just updating and some changes do to changes in state law. Where you normally have. I would like to point out one thing. There is a Retirement Incentive and I would like to thank everybody who worked on coming up with that. The committee members and staff and other people. I think we really came up with a very nice benefit for our certified and non certified people and I encourage you to look at that and the committee encourages you, give your approval to it. Inman advised, okay this came out of committee so it doesn't need a second. Is there any discussion? No one responded. A Voice Vote was taken.

- 17.A.1. \*Approval of First Reading of Policies (See Exhibit #12)
  - 17.A.1.a. Policy 2.702 Inventories
  - 17.A.1.b. Policy 3.206 Community Use of School Facilities
  - 17.A.1.c. Policy 5.204 Retirement Incentive: Retiree Health Insurance
  - 17.A.1.d. Policy 6.4031 Pediculosis (Head Lice)

**VOICE VOTE:** Brock (mover-yes)  
(no second necessary)  
All Ayes

**MOTION:** **Motion Carried**

17.A.2. \*Approval of Second Reading of Policies (See Exhibit #13) - Brock advised, next for Second Reading I am sure you are familiar with these from the previous month. Attached to that are just a couple of annual reviews policies. Those do not require anything but the board to recertify that you are aware of them and what they are. So these continue to have our support. Inman advised, once again coming out of committee does not need a second. Is there any discussion on any of them? No one responded. A Voice Vote was taken.

- 17.A.2.a. Policy 1.102 Board Members Legal Status
- 17.A.2.b. Policy 2.702 Inventories
- 17.A.2.c. Policy 2.8041 Travel

**VOICE VOTE:** Brock (mover-yes)  
(no second necessary)  
All Ayes

**MOTION:** **Motion Carried**

- 17.A.3. Annual Review Policies (See Exhibit #14)
- Policy 2.804 Expenses and Reimbursements
  - Policy 6.204 Attendance of Non-Resident Students

17.B. Athletic Committee - Mr. Tony Brock - Inman advised, we've gotten all of the policy. Now Mr. Brock, Athletic Committee. Brock advised, nothing to report at this time.

17.C. Budget Committee Meeting - Mr. Chris King - Inman advised, Mr. King, Budget Committee. King advised, it is Budget Committee meetings. We've had many and we are about 2/3 of the way through getting to a recommendation. So we will be meeting to finish up. Soon, we will have something after that. Karge asked, I understand we have a meeting on Tuesday? King replied, the 31st. Inman advised, so the Budget Committee will meet on next Tuesday at 4:35pm and to try to finish up the budget and if they get it finished. Then we will try to have a Special Called Meeting on Thursday. That's June the 2nd. Correct? King replied, yes. Inman continued, in order to pass the budget. In order to get it ready for the County Commission on June the 7th. Is that correct Mrs. Haris? Harris replied, yes. Inman continued, so we're kind of in a time crunch, but we do not want to rush this. So if there is still questions, then we will deal with it. Okay, but anyway that's kind of the plan right now and it's subject to change.

17.D. Building and Grounds Committee - Mr. Robert Safdie - Inman advised, Mr. Safety is not here.

17.E. Safety Committee - Mrs. Rebecca Hamby - Inman advised, Mrs. Hamby the Safety Committee. Hamby advised, I don't have anything to report at this time.



Parris - Pass, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried (7 - Yes, 1 - Pass)**

18.D. \*142 Budget Amendments (See Exhibit #17) - Harris advised, the next are 142 Federal Budget Amendments. The descriptions are there and we also have our Federal Programs staff present if there's any questions. Karge advised, move to approve all four. Inman advised, Mrs. Karge with a motion. King advised, second. Inman continued, a second with Mr. King. Is there any discussion? Does anybody got any questions on any of these four 142 Budget Amendments? No one responded. A Roll Call Vote was taken.

- TN ALL Crps Budget Amendment
- ARP Homeless Budget Amendment
- ESSER 2.0 Budget Amendment
- ESSER 3.0 Budget Amendment

**ROLL CALL VOTE:** Karge (mover-yes)  
King (seconder-yes)  
Parris - Pass, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried (7 - Yes, 1 - Pass)**

18.E. \*143 Budget Amendments (See Exhibit #18) - Harris advised, the next item are 143, which is our School Nutrition Funds. There are two amendments there and Mrs. Hamby is here as well if you have questions. Karge advised, move to approve both. King advised, second. Inman advised, Mrs. Karge with a motion and Mr. King with a second. Is there any discussion? Does anybody got any questions? No one responded. A Roll Call Vote was taken.

- Food Services Budget Amendment (No Kid Hungry Grant Attached)
- CCSNP Budget Amendment

**ROLL CALL VOTE:** Karge (mover-yes)  
King (seconder-yes)  
Parris - Pass, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried (7 - Yes, 1 - Pass)**

19. \*Consent Agenda (See Exhibit #19) - Inman advised, next on the agenda is the Consent Agenda. Karge advised, move to approve. King advised, second. Inman advised, Mrs. Karge with a motion and Mr. King with a second. Is there any discussion? Does anybody have any questions about the Consent Agenda. No one responded. A Voice Vote was taken.

- 19.A. \*Approval of Volunteers
- 19.B. \*Approval of Overnight and Out of State Field Trips
  - 19.B.1. CCHS Cheer Team-June 21-24, 2022 UCA Cheer Camp Tn Tech
  - 19.B.2. SMHS Cheer Team-June 21-24, 2022 UCA Cheer Camp Tn Tech
- 19.C. \*Approval of Contracts
  - 19.C.1. CCHS and Herff Jones Yearbook Agreement
  - 19.C.2. CCHS and Smilestone Photography
  - 19.C.3. Pine View and Simple Pix Agreement
  - 19.C.4. HES and Simple Pix Agreement
- 19.D. \*Approval of Grants
- 19.E. \*School Wide Fundraisers
- 19.F. \*Approval of Disposal of Surplus Property
  - 19.F.1. Federal Programs Retirement List
  - 19.F.2. General and SPED Retirement
  - 19.F.3. HES Retirement List
  - 19.F.4. North Retirement List
  - 19.F.5. Pine View Retirement List
  - 19.F.6. Crab Orchard Retirement List
  - 19.F.7. SMHS Retirement List
- 19.G. \*Executive Approval

**VOICE VOTE:**                      Karge (mover-yes)  
    King (seconder-yes)  
    All Ayes

**MOTION:**                              **Motion Carried**

20. Old Business - Inman asked, does anybody have any Old Business they want to bring up? No one responded.

21. Questions from Media - Inman advised, Questions from Media. Do you have any questions? Charnot replied, no.

22. Adjournment - Karge advised, motion to adjourn. Inman advised, I've got a motion to adjourn. King advised, second. Inman advised, I've got a second. The meeting adjourned at 6:39pm.

**VOICE VOTE:**                      Karge (mover-yes)  
    King (seconder-yes)  
    All Ayes

**MOTION:**                              **Motion Carried**

23. (\*) Indicates Board Approval Required

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**Dr. Ina Maxwell**

**Director of Schools**

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**Mr. Jim Inman**  
**Chairman of the Board**

I, Tabitha Webb, do hereby certify that I reported the foregoing minutes and that I delivered said minutes to the office of the Director of Schools on June 13, 2022.

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**Tabitha Webb**  
**Board of Education Recorder**

**Special Called Meeting**

**June 6, 2022 5:00 PM**

Central Services Board Room

The Cumberland County Board of Education met in a special called session on Monday, June 6, 2022, in the Central Services Board Room, where the meeting was called to order by Chairman Inman at the approximate hour of 5:00 pm.

**PRESENT:** Brock, King, Safdie  
Inman, Parris, Hamby,  
Hale, Karge, Boston  
  
Earl Patton (Attorney)  
Moirra "Mo" Charnot (Media)

**ABSENT:** None

**STUDENT REPRESENTATIVES:** None

1. Call to Order - Mr. Jim Inman
2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman - After a Moment of Silence Mr. Inman led the board in the Pledge of Allegiance.

Inman advised, let me start out with saying thank you for everybody being here. We appreciate everyone for coming out on this nice rainy day.

3. Roll Call (See above) - Inman advised, first item is Roll Call and by the way since this is all about budget we will have to do Roll Call Vote on everything. Okay, so don't let me forget.
4. \*Approval of Agenda (See Exhibit #1) Inman advised, next item is the Approval of the Agenda. Karge advised, move to approve. Hale advised, second. Inman advised, you've got Mrs. Karge with a motion and Mrs. Hale with a second. A Voice Vote was taken.

**VOICE VOTE:** Karge (mover-yes)  
Hale (seconder-yes)  
All Ayes

**MOTION:** Motion Carried

5. \*Salary Scales (See Exhibit #2) Inman advised, the next item is the Salary Scales and I would like to start us off with a motion. I'm going to make a motion that we approve the Salary Scales with a couple of things different. I'd like to move the School Attendance Clerk, which is listed on the new pay scale under #5. I'd like to move it to #6. Put the School Attendance Clerk with the School Bookkeeper, because we had those two positions at the same level for many, many years. Now all of the sudden we have taken the School Attendance Clerk and moved them back. I just feel like that's fair to them. Karge advised, I will second that. Inman replied, wait a second. I am not done. I've got one more. Then also in that motion I would also like to include that we pass this with the pay raises that we are giving everybody. I'd like to do the non-certified supervisors and certified supervisors instead of a 4.8%

increase. I'd like to put them at a 1.5% increase. Now I am ready for a second. Hamby replied, second. Inman advised, I've got a motion and a second; discussion. Boston asked, can I have clarification on one thing? When you said non certified supervisors, certified supervisors. Does that include principals? Inman replied, no. Boston asked, anybody above principals? Inman replied, anybody above principals, that is considered a supervisor. So we are just talking about limited positions. We are not talking about a lot. Karge advised, so if I am understanding this correct. You are going to say that the certified and non certified supervisors are only getting a 1.8%? Inman replied, no; 1.5%. Karge continued, a 1.5% increase. They are not going to get 4.8%. Inman replied, right. They will get everything else that we discussed. Karge asked, do we think that is fair? Inman replied, well I do. 4.8% on \$70,000 is a whole lot more than 4.8% on \$35-\$40,000. Karge replied, I get that. I understand that. Inman advised, and that is where I am coming from. The teachers, even 4.8% is a decent pay increase, but whenever you are talking about \$75 to \$100,000 over here at Central Office a 4.8% is a huge increase. That is where I am coming from. Brock advised, more than a question than anything Mr. Inman. So essentially we are talking about if you are in a school building, principal, assistant principal, teacher it's a full 4.8%? Inman replied, yes. Brock continued, those people, it would apply. Inman replied, yes. We are only talking about supervisors. Brock replied, thank you for clarifying. Karge asked, Mr. Chair would you be willing to maybe meet halfway? I think that, that's kind of harsh. When a typical business is giving a 2 ½ to 3% and for us to be only giving 1 ½%. I hear what you are saying, but are you willing to. Inman replied, I will amend my motion to 2%. Mrs. Hamby will you amend; are you willing to amend your second to 2%? Hamby replied, yes. Karge asked, do I hear 2 ½? Inman replied, no. Karge replied, I tried. Safdie asked, do you foresee a change in the future where; under what circumstances will our supervisors get a 4 or 5%? Inman replied, this is only for one year. This is just for this budget. What the next school board, with the next budget, you can do anything that you want to with it. Safdie replied, okay. Inman asked, any other discussion? Karge asked, in the past haven't supervisors been given the same percentage as everybody else? Harris replied, I can speak for the last 5 years. District wide raises included everyone. Inman advised, there was one year. I don't remember what year it was. Mr. Safdie you'll have to help me with this, but there was one year that everybody from assistant principal down got a pay raise. Everybody from principal up did not get a pay raise. That was several years ago. That has been done in the past. Am I not correct Mr. Safdie? Safdie replied, yes it was several years ago. King advised, and I didn't like it then either. Inman replied, I understand. Karge advised, here's where my hesitation is. I understand when you are up in the upper scales those numbers start rapidly multiplying, but on the same flipside of that I don't want anyone to not feel appreciated. That is why I am saying I would feel more comfortable if we met in the middle. Inman replied, this has nothing to do with whether we appreciate them or not. This is just business stuff. I mean they've got a good job over here at Central Office. I don't think you are going to have anybody that is going to quit, because they get a 2% increase instead of a 4.8%. I have said this many times before and I will say it again. I am tired of people over here getting a huge pay raises and the people out in the schools, their pay raises are less than half of what they get over here. Karge replied, I grant you that, but what I am saying is the way that companies show appreciation is in titles and in raises and it is nice to say we appreciate you and love you, but if I am not seeing that in my paycheck I don't know if I really truly feel appreciated. I would feel happy if we could at least meet halfway. Inman replied, well a 2% pay raise at \$75-\$80,000 a year is still a pretty good bump. Karge replied, I would like to meet halfway. Inman replied, well the motion stands at 2%

for the non certified supervisors and certified supervisors. Is there any further discussion? Safdie advised, call for question. A Roll Call Vote was taken.

- Full 22-23 Pay Scales 6-6-22

**ROLL CALL VOTE:** Inman (mover-yes)  
Hamby (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - N, Brock - Y, King - N  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** Motion Carried (7 - Yes, 2 - No)

Inman advised, we've got the Salary Scales down. The next item is the Federal Budget. Boston advised that was only one area of the salaries. Can we go back individually and approve the salaries? Inman replied, yes we have not left that yet. Now we approved all the Salary Scales. Well I forgot something on my motion. Boston asked, can you make another motion? Brock advised, make another motion. Inman replied, yes. In the Salary Scales, I make a motion that no one takes a cut in their hourly wage, because I know of one person and I would say there is more than one out there that has contacted us and they are actually going to take a pay cut in their hourly wage with these new pay scales. I don't like that. I don't think that is fair. So my motion is that no one takes a cut in their hourly wage. It has to stay the same or above. Safdie replied, I will second that. Harris asked, just a point of clarification. That was discussed at the Salary Presentation that there were about 8 or 10 people that would fall into that category and it was shared at that point that we would have to move them on the scale to insure that no one. It was never the intent that anyone would make less, but I appreciate the motion. Inman replied, well I remember during that presentation that we were assured that no one would lose or go down. I am just trying to make sure that doesn't happen. Harris replied, we did share that with principals and department supervisors today. Those questions started to bubble up and we shared that with them so they would hopefully talk to their employees as well and put those fears to rest. Hamby advised, just for clarification, because one of the emails that went out today showed where they would take that payout. Harris asked, what email are you referencing? Hamby replied, it was the Salary Scale, well the maintenance custodian for instance. Harris replied, right. Typically our custodian line and our maintenance custodian line that is where these 8 to 10 people are and we, I am not sure what email you are referencing. We sent out just a statement to principals and supervisors just saying please tell them to not fret. That, that is part of the salary plan. Hamby replied, okay. Well just for instance a 26 year employee on the other scale would have went up to \$19.90 an hour, but with this one they're going to \$19.78. That is a cut to me. Harris replied, right. They will have to be adjusted to where they don't get a cut. Hamby asked, okay so they will get that \$19.90? Harris replied, yes. No one, I will repeat. No one will get a pay cut. Hamby advised, I just wanted that clarified. Thank you for doing that. Karge asked, so would then they being filled into a different category since they are still going to get the 4.8% on top of that. Correct? So that they're actually going to get a raise from where they are at? Harris replied, so with the non certified scale those percentages vary. So the 4.8% is for the certified side. So that is something that we will have to identify case by case. We are going to hand calculate those folks and make sure if it means that they move one step. If it means they move two steps. We will have to adjust those and we will document that. Karge advised, I would just want to make sure that they are not staying level. That they're still going to get a pay raise. Harris replied, yes. Bray advised, yes, there are ten people that we identified. Boston asked, have you already? You identified those ten people. Have you already moved them to a different scale? Bray replied, not until they have been approved. We are going to do that and hand calculate everyone. So we will just move them up on the column that they are in. So that they will be assured that they get a

pay increase. Boston asked, so if I am in the maintenance column for 19 years and I am making \$21.00 an hour and I am already making \$21.07. Where am I going to be moved to? Harris replied, so you would be moved to where you would be getting a pay increase and we've just gone as far as to identify them and say we know this is going to be an issue. So until it approves the scale we have not gone farther. Karge asked, we have to approve another scale for those folks? Harris replied, it would just be their placements on the scale. Bray replied, they are placed based on years. So we could bump them up a couple of, so instead of being at 25 years or 23 years it would go to 26 years. Something along those lines. Like I said, out of 600 people there are 8 to 10. Hamby asked, so if they have been here 26 they could go to 27 or 28? Boston replied, no, because there is no 27 or 28. Hamby replied, that is what I am concerned about. Harris replied, right and we will have to figure out what that looks like. Again we weren't going to do that until. Hamby replied, 26 is top out. Harris continued, until this is approved. Boston asked, once this is approved could you come back to the board? I don't want names. I just want positions, years, and where you have placed them. So we can approve those as well to take a look at what has been determined for these individuals that are being bumped up. Brock advised, I just have a question to assure me. For those people who have not yet reached that point on the scale, but will in the coming years. The same thing will be done or the scale will be adjusted for them? Harris replied, no. So in essence those ten people will be grandfathered in. To make sure they get a raise this year and then going forward. Brock asked, and then? Harris continued, everyone else on the scale would just follow. Brock continued, as the scale years accumulate. Harris advised, so we are talking, ten people. As they retire, they will roll off. Brock replied, okay, thank you. Inman advised, we have a motion and a second. Is there any further discussion? No one responded. A Roll Call Vote was taken.

**ROLL CALL VOTE:**

Inman (mover-yes)  
Safdie (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:**

**Motion Carried**

Inman asked, did that take care of everything Mrs. Boston? Boston asked, have we; did we approve all of these salary scales? Inman replied, all of the salary scales. That was listed whenever they sent it out. It is on the agenda. It has all of the salary scales. Boston replied, full pay scales. I think you made a motion just on; I don't think your motion, your first motion included the approval of the. It did, It did. Can I ask one more question? This non certified Supervisor and Safe School Counselor Salary Scale. When they were under the Leaf Green, Leapfrog, whatever study. Inman replied, LeanFrog. Boston continued, Leapfrog; that's it. I like Leapfrog, I know that one and we said that they would get a 1% raise. So where did we get these numbers? Harris replied, so the Budget Committee recommended that that scale used the current scale with a 1% plus the district, the 4.8%. So that is where those numbers. Boston asked, that is what this is? Harris replied, that's what this is, but these numbers will not be the same of what you all just approved. Boston replied, okay. Inman asked, any further questions? Boston replied, nope. I'm done.

6. \*142 Federal Budget (See Exhibit #3) Inman advised, next item is the Federal Budget and I don't think; do we need to present everything again? Harris replied, this is passed from the Budget Committee. Approved by them to send to the board. I am happy to hit the highlights. Go over whatever, any questions. Inman advised, with this coming out of committee does not need a second. So is there any

discussion? Does anybody have any questions about the Federal Budget? No one responded. A Roll Call Vote was taken.

- 142 Federal Budget Summary for 22-23 (1)
- Updated 5-19-22 Federal Programs 22-23 Budgets (1)

**ROLL CALL VOTE:** King (Committee Chair)  
(No second necessary)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** Motion Carried

7. \*143 School Nutrition Budget (See Exhibit #4) Inman advised, next item is the School Nutrition Budget. Once again this came out of the Budget Committee. So it does not need a second. Does anybody have any questions for Mrs. Hamby? No one responded. A Roll Call Vote was taken.

- 143 School Nutrition 6-1-22 Budget 2022-2023

**ROLL CALL VOTE:** King (Committee Chair)  
(No second necessary)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** Motion Carried

8. \*141 General Purpose School Budget & Budget Bulletin Board (See Exhibit #5) Inman advised, next item is the General Purpose School Budget. Now this did not come out of the Budget Committee. So we will have to have a first and a second on this. I am going to open it up to Mrs. Boston, because she has got a compromise that I am hoping everyone will like. So that we can get this passed. Boston advised, what I would like to do is make a motion that we maintain \$2,128,884.00 in the Fund Balance that's in addition to the \$1,969,916.00. It's 6 ½ % and then I have deducted \$169,000.00 from that. So it's not an exact percentage, but it is a concession on my part in order to try and make everybody happy. Try to keep our maintenance happy and try to give us some choices for the Bulletin Board. I think if we maintain the \$2,128,884.00 and we go over on our building projects, I think we will be okay. So I am comfortable with that, but that is a start. That number allows for maintenance to maintain and that number allows for \$664,000 for the Bulletin Board Projects. That we can pick and choose anything that we don't choose can roll back into Fund Balance. Hamby asked, is that your motion? Boston replied, that's my motion. Hamby replied, I second it. Inman advised, I've got Mrs. Boston with a first and Mrs. Hamby with a second. Now discussion, Mrs. Karge. Karge asked, so at \$664,000.00 for the Bulletin Board items. What are you seeing that you would like to spend that one? Boston asked, are you asking me? Karge replied, I am asking you. This is your budget. Inman advised, well let's do that in a separate. Karge replied, I need to know, because I don't feel comfortable voting on something when I don't know where I am going with it. Inman advised, we it's. Karge replied, well we are talking about \$664,000.00.

The Bulletin Board items right now are at \$1.465. So that's a million dollars less than what the Bulletin Board items were. So to me that's a huge number and I don't feel comfortable going that high. Talked to TSBA this week on Friday and was told very succinctly that as far as Fund Balance it's all over the map. It's what you need and I am all for a rainy day fund, but we are already raining. So let's get an umbrella instead of anything. That's just me. Inman advised, well I have to; I think we need to err on a side of caution, because of the building program. The things we are going to be embarking on and we never had a building program; Mr. Safdie, you help me on this. I don't think we ever had a building program that has come in under budget. Safdie replied, never. Inman continued, they have always been over budget and I do not feel comfortable leaving the new board and the new Director of Schools with just a real small amount of money in that Fund Balance and not be able to finish those projects, because if we can't finish the project out of our Fund Balance than we've got to go to County Commission and well you guys will have to go to the County Commission and ask for more money. Karge replied, I understand that. Safdie advised, I would prefer not having to do that if we have funds available in our Fund Balance. Karge advised, my problem is to Mental Health Counselors are \$150,000.00. We have CTE teachers for \$225,000.00. I just want to know with this \$664,000.00 what we are looking at, because I don't feel comfortable voting to take away all of our money for these needed items if I don't know what we are looking at. Safdie advised, I would be willing to postpone the development of the tennis courts and just patch them so no one breaks their ankles. So that's almost a million dollars right there. Inman replied, actually in reality that will be over a million dollars when we are talking actual funds to fix those, but. Boston advised, something that needs to be noted is these Bulletin Board items are above and beyond what they had asked for. These are wants. Not necessarily needs. These are not salaries, these are not bathroom partitions, these are not electricity. These are what they have developed that are above and beyond our normal budget. So some things we may want to do and some things we may not want to do. I think that's for the board to decide, but I would like to maintain a \$2,128,884.00 Fund Balance. I would feel comfortable. That is not as conservative as I would like to be, but I think it is a very good compromise. Hamby advised, that is added to the \$1.9 that is already. Boston continued, that's in addition to the \$1.9. Karge advised, which puts us at about 8%. Boston replied, no. Safdie asked, would you Teresa; would you be willing to just for the sake of discussion. Would Mrs. Karge have both Mental Health Counselors and the Behavioral Coach and the CTE employees on a one year contract until TESA takes effect? Boston replied, absolutely. Safdie continued, that is all I have. Boston replied, if you will look, the total without the tennis courts is \$695,000. The Coordinated School Health Nurse is an ESSER position. ESSER has been funding that position and I am not certain that we can afford to pick up every position that ESSER has funded. So in looking at the tennis courts and that position then the \$664,000.00 allows for this board to pick and choose. So nothing is being left out. I mean the tennis courts we just don't have the money to do. Inman replied, I agree. Boston continued, I am sorry. Inman continued, as much as I had pushed to fix those tennis courts more than anybody. Safdie advised, Jimmy you have. That's the truth; I'm sorry. Inman continued, well and I am willing to succeed. We just do not have the money to fix the tennis courts right now, because it is going to be. I think it is going to be a million and a half before it is over with. Before we fix the tennis courts and we just don't have the money, but now Mrs. Boston. Just looking at the figures here at \$664,000.00 that ought to be able to let us do everything on here, except for the tennis courts and the Coordinated School Health. Is that not correct? Boston replied, that is correct. Karge advised, now we will have some money coming back, because instead of a 4.8% increase the certified and non certified supervisors only got 2. Inman advised,

that won't be that much. We are talking less than \$20,000.00. Safdie asked, is there a motion on the floor. Boston replied, yes there is. Inman replied, yes. Safdie asked, has it been seconded? Hamby replied, yes it is. Inman advised, we've got a motion and a second to maintain a \$2.1 million Fund Balance that, which leaves maintenance alone. They get everything that they want and what else was in your motion? Boston replied, that is the only thing and I think that is a good starting point. That the \$2,128,884.00 in addition to the required \$1,969,916.00 and then that leaves in the budget, in our Fund Balance the \$664,000 in order if this board so desires to be able to pick and choose from the Bulletin Board items. So that will be done in the next motion. Inman replied, I was going to say, do you want to amend your motion to include everything but the tennis courts and the Coordinated School Health? Boston replied, I would be more than happy to. Inman replied, okay. Boston continued, I would like to the Mental Health Counselors, The District-wide Emotional Behavioral Coach, I would like to put on a one year contract until we see what TESA is going to pick up, because TESA; the Safe Schools Grant is going away. The Coordinated Health Grant is going away with TESA. So until we see what TESA is going to pick up in the General Fund if we can make those one year contracts. Inman replied, we can make all these positions in this on the Bulletin Board a one year contract. Safdie advised, I would agree with that. Boston replied, that would be fine with me. I will amend my motion to say so. Inman replied, okay. The motion is going to be to keep a \$2.1 million dollar Fund Balance above the minimum and then add all of the items from the Bulletin Board except for the tennis courts and the Coordinated School Health position. Boston replied, yes. Safdie advised, and with the. Inman continued, and they are all one-year positions. Boston replied, yes. Safdie asked, the coaching supplement request, that's not on here. Boston replied, that's recurring. Inman advised, we're just talking about positions right now. Hale advised, that was my question. Are we talking about the coaching and the ballgame duty? Inman replied, no. Hale continued, those are not going to be just one-year? Inman and Boston replied, no. Inman replied, just the position. Boston replied, one-year contracts for positions. Hale replied, okay. Karge asked, the Coordinated School Health Nurse position. Can someone explain to me what that position exactly was? Are we going to eliminate somebody with this? Inman replied, well right now that position is being funded out of ESSER Funds. Karge replied, I understand that. Inman continued, and we have said right from the very beginning with any ESSER Funds that all those positions that we would not pick them up afterwards. That they were for the duration of the ESSER Funds. Karge replied, I just want to know what that position is currently doing. Is that like a head nurse staff? Is it? Maxwell replied, so that position is for ESSER, because it had to be tied with the CoronaVirus. This person assisted Mrs. Polson with all things, because she was absolutely slammed with everything under the sun. Just like everybody else was and it was funded through ESSER and you all are correct, because we said all positions through ESSER were just during that period of time. There is not additional money budgeted for that position. I will say that Mrs. Polson does have a need for that position with the amount of students that we are seeing you know with illnesses. Mrs. Polson is here and she can provide additional information if you would like for her to. Karge advised, I would like to know more about that position. Inman advised, well I have no doubt that this position would help Mrs. Polson, but I am sticking with my guns that we said right from the very beginning that all ESSER positions would be eliminated at the end of the ESSER Funds and if we start; the way I look at it if you do it for one, you have to do it for all of them. I am telling you there is a whole bunch of positions that we created with ESSER Funds and there is no way we can afford to add on that many people. Karge replied, I understand. For me to be able to make an educated and informed decision I just need some more info. Polson advised, with this

particular position as far as definitely being a benefit, a true benefit and has helped me tremendously, because the first year of Covid I did by myself. The second year of Covid I actually was able to do some Coordinated School Health Events, which is part of my job and job description and funding that comes to my department and so this person has not only helped with Covid tracking, but also has helped with every function. Has helped with all of the screenings the county did. Other counties did not do. We did not have the staffing or the luxury of having the Lions Club and other people in the schools to help us. They didn't feel comfortable yet with Covid. So this person and I did every screening for all even grades this year. I don't really know what next year will hold. I look forward to seeing some of the same things happen, but you know that's just the first thing on the list and then because staffing has been difficult for PRNs to get PRN nursing. Sometimes both she and I have to go in, because someone called in. Several times that has happened. Karge replied, Mrs. Polson, so here is my question. So with the Covid numbers have drastically reduced and we are not seeing that. How do you see that need then in the future? Because you didn't have it before. So were you okay before? Do you follow what I am saying? Polson replied, I didn't have it before. I am saying the number of mental health. The number of every chronic condition has almost doubled. I feel like from last year, two years ago to now; diagnosed disorders and with that comes more intense nursing need and so where I have been able to utilize this person as a double for the Phoenix School and to help myself. We have more specific needs that require a nurse to be on staff at Phoenix all the time. I won't be able to utilize her to two positions like I did prior to pre Covid. Karge replied, thank you. That answers my question, I appreciate it. Hale asked, if we do vote and include these staffing positions they are to understand even if they are ESSER that they only have one more year possibly? Inman asked, which positions are you talking about? Hale replied, the nursing; the nurse. Inman asked, are you talking about on the Bulletin Board? Hale replied, yes sir. Inman replied, no we are taking the nursing position off the Bulletin Board. Hale replied, oh okay. Inman continued, that will not be on; that is not in the motion. Sadfie advised, just a reflection. TESA will certainly; there will be funding for nursing positions. Karge advised, I would just feel much better if we would keep the nursing position. Inman asked, any further discussion? Does everyone understand the motion? Hale advised, repeat it again please. Boston replied, the motion is that we maintain a \$2,128,884.00 Fund Balance in addition to the \$1,969,916.00 that is required. That includes; that left all of our Bulletin Boards in the motion all of our Bulletin Board items with the exception of the tennis courts and the Health Coordinated position are included and we will have the money to do so to approve that. Inman replied, and all of the positions that are on the Bulletin Board are for a one-year contract until we find out what TESA. Boston replied, right. Inman replied, okay we will vote. A Roll Call Vote was taken.

- 5-31-22 Budget Draft
- 6-3-22 Budget Bulletin Board and Fact Sheets
- 2022-2023 Maintenance Budget Worksheet 5-9-22
- Master Maintenance Schedule 4-15-2022
- 6-5-22 Fund Balance Calculations
- 6-5-22 Budget Draft
- General Purpose School Budget Notes 6-5-22

**ROLL CALL VOTE:** Boston (mover-yes)  
Hamby (seconder-yes)

Safdie - Y, Parris - Y, Hale - Y  
Karge - N, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried (8 - Yes, 1 - No)**

Boston advised, with that being passed and there are no, there are no further things that are to be decided on. I'll make a motion that we pass the budget with these amendments. Hamby advised, I will second. Inman advised, I've got a motion and a second. Any discussion? No one responded. A Roll Call Vote was taken.

**ROLL CALL VOTE:** Boston (mover-yes)  
Hamby (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - N, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried (8 - Yes, 1 - No)**

9. \*Budget Amendments (See Exhibit #6) Inman advised, next is the Budget Amendments. The Bus Fuel Budget Amendments, Mrs. Harris. Harris replied, this is just at the end of the year we don't want to end any line in the red. We have been watching fuel and with the increased usage with summer school we want to ensure that we don't overspend this line. It will be taking some extra unspent money from bus drivers and medical insurance and moving it to that fuel line to ensure that we don't overspend that line. Inman advised, I will entertain a motion. Brock and Hamby replied, I make a motion. Hamby replied, second. Inman advised, Mr. Brock with a motion and Mrs. Hamby with a second. Any discussion? Boston asked, with fuel as it is right now. Do you think, I mean we are putting some money in there. Obviously, what about next year if we continue? Harris replied, so we worked with our Transportation Supervisor to estimate a cost increase that is already in the budget. That was our best estimate. We could be here again next year. Boston replied, we will have to wait and see. Harris replied, we think we've got it. Boston replied, fuel scares me. Hale asked, are our buses mainly diesel or gas? Inman replied, I think it is a combination. Hale replied, a combination. Bray replied, diesel. Inman asked, they are all diesel? Bray replied, yes. Inman replied, I thought we may still have some gas. Bray replied, no. Brock advised, they aged out. Inman asked, any further questions? No one responded. A Roll Call Vote was taken,

- Bus Fuel Budget Amendments

**ROLL CALL VOTE:** Brock (mover-yes)  
Hamby (seconder-yes)  
Safdie - Y, Parris - Y, Hale - Y  
Karge - Y, Brock - Y, King - Y  
Hamby - Y, Boston - Y, Inman - Y

**MOTION:** **Motion Carried**

10. Other Discussion - Inman asked, any Other Discussion? No one responded. Inman advised, no other discussion. Then I will entertain a motion to adjourn.

11. Adjournment - Boston moved and Safdie seconded a motion to adjourn at 5:42pm.

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

**MOTION:** Motion Carried

12. (\*) Indicates Board Approval Required

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

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**Mr. Jim Inman**  
**Chairman of the Board**

I, Tabitha Webb, do hereby certify that I reported the foregoing minutes and that I delivered said minutes to the office of the Director of Schools on June 13, 2022.

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**Tabitha Webb**  
**Board of Education Recorder**

**June 23, 2022 at 6:00 PM - Board of Education**

1. Call to Order - Mr. Jim Inman
2. Moment of Silence/Pledge of Allegiance - Mr. Jim Inman
3. Welcome to Visitors - Mr. Jim Inman
4. Special Recognition - Mr. Jim Inman
5. Roll Call
6. Declaration of Conflict - Mr. Earl Patton
7. \*Approval of Minutes

**Attachments:** (2)

- [May 26 Board Minutes](#)
- [June 6 Special Called Minutes](#)

8. \*Approval of Agenda

**Attachments:** (1)

- [Agenda](#)

9. Acknowledgement of Elected Officials
10. Community Comments
11. School Board Reports
  - 11.A. TLN Report - Mr. Robert Safdie
12. Board Member(s) Report from Training(s)
13. Legal Report - Mr. Earl Patton
14. \*Coordinated School Health Report

**Attachments:** (2)

- [CSH letter to the Board from Marsha Polson.docx](#)
- [TN Dept of Education MOU](#)

15. \*TDOE Early Literacy Network Agreement Year 2

**Attachments:** (1)

- [TNTP Literacy Agreement](#)

16. Director's Report - Dr. Ina Maxwell
  - 16.A. Coordinated School Health Services Report

**Attachments:** (1)

- [Coordinated School Health Report](#)

- 16.B. \*Approved Field Trip List

**Attachments:** (1)

- [Field Trip Approved List](#)

16.C. \*ARP Homeless Grant Participation Letter

**Attachments:** (1)

- [ARP Homeless Grant Participation Letter](#)

16.D. Annual Planning Calendar

**Attachments:** (1)

- [Planning Calendar](#)

16.E. FYI

16.E.1. ESSER Report

**Attachments:** (1)

- [ESSER June 2022 Report](#)

16.E.2. Administrative Meeting Agenda

16.E.3. Attendance Report

16.E.4. Personnel Report

**Attachments:** (2)

- [Personnel Report](#)
- [CCSNP Personnel Report June 2022](#)

16.E.5. Substitute List

16.E.6. Professional Development Report

16.E.7. School News Articles

**Attachments:** (1)

- [Brown News](#)

16.E.8. School Calendar of Events

17. School Board Committees

17.A. Policy Committee-Mr. Tony Brock

17.A.1. \*Approval of First Reading of Policies

17.A.2. \*Approval of Second Reading of Policies

**Attachments:** (4)

- [Policy 2.702 Inventories](#)
- [Policy 3.206 Community Use of School Facilities](#)
- [Policy 5.204 Retirement Incentive](#)
- [Policy 6.4031 Pediculosis \(Head Lice\)](#)

- 17.B. Athletic Committee - Mr. Tony Brock
- 17.C. Budget Committee Meeting - Mr. Chris King
- 17.D. Building and Grounds Committee-Mr. Robert Safdie
- 17.E. Safety Committee-Mrs. Rebecca Hamby
- 17.F. Contract Committee-Ms. Teresa Boston
- 17.G. Contract Committee-Ms. Teresa Boston

17.G.1. G. Earl Patton Contract

**Attachments:** (1)

- [Attorney Contract](#)

17.G.2. Stellar Therapy Services

**Attachments:** (1)

- [Stellar Therapy Services Contract](#)

17.G.3. Sericia Seiber and CC Schools for Speech/Language Services

**Attachments:** (1)

- [Sericia Seiber & CC Schools Contract](#)

17.G.4. Sidekick Therapy Partners

**Attachments:** (1)

- [Sidekick Therapy Partners Contract](#)

17.G.5. Global Therapies/Karyn Henderson OT Services

**Attachments:** (1)

- [Global Therapy Contract](#)

17.G.6. Volunteer Behavioral Health MOA Project BASIC

**Attachments:** (1)

- [Project BASIC](#)

17.G.7. Volunteer Behavioral Health MOA Positive Action Program

**Attachments:** (1)

- [Positive Action](#)

17.G.8. Volunteer Behavioral Health MOU Project Anchor

**Attachments:** (1)

- [Project Anchor](#)

17.G.9. Volunteer Behavioral Health MOU Dept. of Mental Health and Substance Abuse Services

**Attachments:** (1)

- [Substance Abuse Services](#)

17.G.10. Centerstone of TN MOU

**Attachments:** (1)

- [Centerstone of TN](#)

18. Chief Financial Officer's Report-Mrs. Kacee Harris

18.A. Monthly Financial Report

**Attachments:** (1)

- [May 22 BOE Financial Statement](#)

18.B. Monthly Sales Tax Report

18.C. \*142 Budget Amendments

**Attachments:** (5)

- [142 Budget Amendment Federal BBLC](#)
- [142 ESSER 3 Budget Amendment](#)
- [142 Federal Consolidated Funding Application Budget Amendment](#)
- [142 McKinney Vento Budget Amendment](#)
- [142 Turn Around Action Grant Budget Amendment](#)

18.D. \*143 Budget Amendments

**Attachments:** (1)

- [143 CCSNP Budget Line Item Admendment EOY Clean Up](#)

19. \*Consent Agenda

19.A. \*Approval of Volunteers

19.A.1. SMHS Volunteer List

**Attachments:** (1)

- [SMHS Volunteer List June '22](#)

19.A.2. Middle School Volunteer List

**Attachments:** (1)

- [Middle School Volunteer List](#)

19.B. \*Approval of Overnight and Out of State Field Trips

19.B.1. Brown Elementary Overnight Request  
-Nashville, TN. June 27-27, 2022 National Beta Convention  
**Attachments:** (1)

- [Brown Beta Overnight Request](#)

19.B.2. CCHS Overnight Request  
-TN Tech Cookeville, TN July 12-14, 2022 Football Camp  
**Attachments:** (1)

- [CCHS Overnight Trip](#)

19.B.3. SMHS Overnight Request  
-Maryville College Soccer Camp, Maryville, TN July 17-July 20, 2022- Girls' Soccer Team  
**Attachments:** (1)

- [Soccer Camp](#)

19.C. \*Approval of Contracts

19.C.1. CCHS and Josten's Agreement  
**Attachments:** (1)

- [CCHS & Josten's Agreement](#)

19.C.2. -SMHS and Vendor Agreements  
-Five Star Food Service  
-Josten's Pix  
-Pro Studio 7  
-Josten's  
**Attachments:** (1)

- [SMHS agreements 22-23](#)

19.D. \*Approval of Grants

19.E. \*School Wide Fundraisers

19.F. \*Approval of Disposal of Surplus Property

19.F.1. Crab Orchard Retirement List  
**Attachments:** (1)

- [Crab Orchard Retirement List June '22](#)

19.F.2. CTE, Food Service, SPED Retirement List  
**Attachments:** (1)

- [CTE, Food Service, SPED Retirement List](#)

19.F.3. South Elementary Retirement List

**Attachments:** (1)

- [South June Retire](#)

19.F.4. Stone Elementary Retirement List

**Attachments:** (1)

- [Stone Retirement List](#)

19.F.5. Transportation Retirement List

**Attachments:** (1)

- [Bus Retirement List](#)

19.G. \*Executive Approval

**Attachments:** (2)

- [SMHS Boys Basketball Overnight Trip](#)
- [SMHS Girls Basketball Overnight Trip](#)

20. Old Business

21. Questions from Media

22. Adjournment

23. (\*) Indicates Board Approval Required

*Dr. Ina Maxwell*  
*Director of Schools*



*Mr. Jim Inman*  
*School Board Chairman*

**Cumberland County Board of Education**  
368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

Date: June 13, 2022

To: Dr. Ina Maxwell, Director of Schools &  
Cumberland County Board of Education  
From: Marsha Polson, RN, Coordinated School Health Supervisor  
Re: Acceptance of 2022-2023 Coordinated School Health Grant Funding

I respectfully request the acceptance and approval of the 2022-2023 Coordinated School Health Grant funding application and funding from the TN Department of Education. This grant will be in the amount of \$100,000.

This grant funding allows us to promote health and wellbeing for our students, staff, schools, and community. The grant does not require a cash match.

Thank you for your attention to this matter.

*Marsha Polson RN*

Marsha Polson RN  
Supervisor of Health Services &  
Coordinated School Health



## **Memorandum of Understanding between the Tennessee Department of Education and Cumberland County Schools FY 2022 - 2023**

This Memorandum of Understanding (“MOU”), by and between the Tennessee Department of Education (TDOE) and **Cumberland County Schools** hereinafter referred to as the local education agency, “LEA,” is to document essential assurances and relation information pertaining to the Coordinated School Health initiative.

The LEA is a local education agency or school system within the State of Tennessee and has been awarded \$100,000.00 for the purpose of developing and maintaining the Coordinated School Health initiative ([tn.gov/education/health-and-safety/coordinated-school-health](http://tn.gov/education/health-and-safety/coordinated-school-health)) in **Cumberland County Schools**.

### **SCOPE OF SERVICES**

The LEA agrees to administer, under the direction of the TDOE, the Coordinated School Health Initiative in accordance with guidelines set forth in the ePlan policy and procedures for requesting discretionary funds, applicable State and/or Federal laws, rules, and regulations pertaining to appropriately documenting and requesting State funds and assurances listed below:

State Board Standards and Guidelines for Coordinated School Health:

1. District CSH Application
2. Matching Funds Clarification
3. Scope of Services
4. Signature Page
5. Budget

The LEA agrees to comply with all provisions of state and federal laws or regulations, including the provisions regarding the collection or release of any student data as well as the administration of any student health screenings or student surveys, and required parental notifications and approvals for the following laws:

- Family Educational Rights and Privacy Act (FERPA)
- Protection of Pupil Rights Amendment (PPRA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Tennessee Data Accessibility, Transparency and Accountability Act of 2014 (Chapter 905 of the public Acts of 2014), and
- Chapter 1013 of the Public Acts of 2014

### **PAYMENT TERMS AND CONDITIONS**

In no event shall the maximum grant reimbursement under this MOU exceed the amount established above. This amount includes, but is not limited to, all applicable taxes, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the LEA.

#### Payment Methodology

Requests for reimbursement for the aforementioned State/Federal program will be processed through the ePlan system which is incorporated herein by reference.

### **TERMS AND CONDITIONS**

#### Modification and Amendment

This program may be modified only by a written amendment executed by all parties hereto and approved by the appropriate program managers in accordance with applicable State and/or Federal laws, rules, and regulations.

#### TDOE Liability

The TDOE shall have no liability except as specifically provided in this MOU.

#### Completeness

The MOU is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This MOU supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

#### Subject of Funds Availability

This MOU is subject to the appropriation and availability of State funds. In the event funds are not appropriated or are otherwise unavailable, the TDOE reserves the right to terminate the MOU upon written notice to the LEA. Said termination shall not be deemed a breach of the MOU by the TDOE and the LEA shall have no right to recover from the TDOE any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### Monitoring/Audits

For purposes of monitoring or auditing under this MOU, the TDOE and LEA shall make available State and/or Federal personnel authorized by law or otherwise, all records, books, documents, and other evidence pertaining to this MOU, as well as appropriate administrative and/or management personnel who administer the program.

### **COMMUNICATIONS AND CONTACTS**

All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing and shall be made by electronic communication through the internet addressed to the respective party at the appropriate email address as set forth below or to such other party as may be hereafter specified by written notice.

The State Agency



Bill Byford | Assistant Commissioner of Operations  
Division of District Operations  
Andrew Johnson Tower, 9th Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
931-797-6981  
[Bill.Byford@tn.gov](mailto:Bill.Byford@tn.gov)

**LEA Representative**

**Ms. Ina Maxwell**  
**Director of Schools**  
**Cumberland County Schools**  
**368 4th St.**  
**Crossville, TN 38555-4790**

All instructions, notices, concerns, demands, or other communications shall be considered effectively given as of the day of delivery at the receiving location.

---

Director of Schools

Date

---

Assistant Commissioner  
Office of Operations

Date

**THIS SERVICES AGREEMENT** (this "**Agreement**") is made by and between TNTP, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 500 7<sup>th</sup> Avenue, 8<sup>th</sup> Floor, New York, New York 10018 ("**TNTP**"), and Cumberland County School District, with its principal office at 368 4<sup>th</sup> Street, Crossville, TN 38555 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

**STATEMENT OF PURPOSE:** TNTP entered into Contract No. 72444 with the State of Tennessee, Department of Education (the "State"), dated September 28, 2021, pursuant to which TNTP would provide support services for school districts participating in the State's early literacy network ("State Contract"). The State Contract requires each participating school district to enter into its own contract with TNTP for support services. The Client is a participant in the State's Early Literacy Network. Accordingly, the Client wants to engage TNTP to provide school support as detailed in this Agreement. Any terms not defined here shall have the meaning assigned to them in the State Contract.

### **Section 1. Term and Services.**

For the period commencing on the Effective Date until **June 30, 2023** (the "**Term**"), TNTP agrees to provide services for the Client as specified in Schedule A ("**TNTP's Services**"), attached to and incorporated by reference in this Agreement. TNTP's Client proposal will be considered accepted upon execution or upon commencement of the services at Client's direction following Client's instructions to commence services under the Proposal.

### **Section 2. Client Responsibilities.**

Cooperate with TNTP, to facilitate the performance of TNTP's Services, and provide TNTP with access (which may be in-person or via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, and buildings as needed for TNTP's Services. The Services may require student and/or teacher surveys, focus groups, student work samples and video recordings of classroom activities, students or groups.

TNTP and Client may mutually agree to permit in-person essential work-site visits under certain, very limited circumstances. In making a determination to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety COVID-19 response plan and the internal policies of both Client and TNTP. The parties must mutually agree that in-person work-site visits are essential, cannot be done virtually. If the parties agree to work-site visits, school staff and TNTP will be instructed to follow all healthy and safety procedures, including the requisite Personal Protective Equipment prior to commencing on-site work. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

If required by the scope of services, provide to TNTP, at no cost to TNTP, and within thirty (30) days of a written request all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**," as provided in Section 10 of this agreement. The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of services for which TNTP will not be held responsible.

### **Section 3. Acknowledgements.**

- a. For the purposes of this agreement and pursuant to FERPA, CFR 99.31, a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The Client designates TNTP to act in a School Official role for the purposes outlined in the Scope of Work.
- b. TNTP's relationship to the Client is that of an independent contractor. The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and not an employer/employee relationship, partnership, joint

venture or other business group or concerted action. TNTP may upon written notice to you, subcontract any portion of TNTP's Services in its sole discretion. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of TNTP's services.

- c. TNTP will use its reasonable efforts to achieve the deadlines for services, if any, set forth in any timetable and/or dates for delivery contained in the Scope of Services.
- d. TNTP may use video for any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as it is made pursuant to all federal, state and local laws, rules and policies relating to confidentiality and protected information.

**Section 4. Representations and Warranties.** Each party agrees that it:

- a. Has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability and workers' compensation insurance, to cover activities under this Agreement.
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder.
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

**Section 5. Payment and Invoicing.**

The Client shall pay a flat fee to TNTP in the amount of \$80,000 for TNTP Services (the "**Client Fee**"). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
June 20, 2022	\$40,000
May 20, 2023	\$40,000
<b>Total</b>	<b>\$80,000</b>

TNTP will submit an invoice reflecting the flat fee according to the above schedule. TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within 30 days of your receipt of the invoice, without regard to any delay for purchase order or invoice reference. The Client will validate any changes to ACH or wire payments by contacting TNTP at finance@tntp.org. After 30 days, interest may be charged at a rate of 1% per month. The Client agrees to provide, for inclusion in each Project Proposal, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. The Client shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

Financial Contacts:

**For TNTP:** Tonya Horton  
EVP, Central Operations  
ar@tntp.org

**For Client:** \_\_\_\_\_ (Financial Contact Name)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Email Address)  
*(TNTP will direct invoices to this address)*

## **Section 6. Termination.**

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

## **Section 7. Indemnification, Limitation of Liability and Subpoenas.**

The Parties agree to defend and indemnify the other Party, their subsidiaries and affiliates, and hold them harmless from any and all claims, losses, damages, penalties, costs, and expenses including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Losses were caused by (a) the intentional misconduct of a Party, its personnel, or any of their employees or agents, (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a Party, or (c) any employment decisions made by a client related to the services provided by TNTP. Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder, or as allowed by law. Nothing herein is intended to limit or restrict the indemnification rights or obligations outlined in Section 7.

In no event will TNTP be liable for any loss profits, loss of use, loss of contracts or for any indirect or consequential loss or damage. TNTP will not be liable to the Client for any liability arising in connection with TNTP's services, except to the extent such liability results from TNTP's fraud or intentional misconduct.

If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, the Client will reimburse TNTP for our professional time and reasonable out of pocket expense, including the reasonable fees and out of pocket expenses of our outside counsel which we incur in responding to such a request.

## **Section 8. Intellectual Property Rights.**

**Ownership by TNTP.** Title to and ownership of all work product, data, reports, and materials created by or on behalf of TNTP prior to the Effective Date of this Agreement or in the course of implementing and executing the Services, whether partial or complete, and any work product derived therefrom (collectively referred to as the "**Work**"), shall be and remain solely in TNTP except for the Client Data. The Client agrees that all Work created by will not be transferred, shared, licensed or sold by the Client to any other entity under any circumstances without the prior written consent of TNTP. TNTP shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, and information including TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms (collectively the "**TNTP Tools**") used in creating the Work. Nothing in this Agreement shall be deemed to grant to the Client any ownership rights in the Work or the TNTP Tools, and except as expressly granted to the Client hereunder, the Client shall have no right or license with respect thereto.

**Ownership by the Client.** As between the Client and TNTP, the Client owns all Client Data provided to TNTP by or on behalf of

Client in connection with this Agreement. The Client agrees that TNTP may use de-identified Client Data to perform its obligations hereunder and may use de-identified Client Data for its legitimate business purposes, including, without limitation, for purposes of publication, research, evaluation and presentation by TNTP.

Client Partners. The Client grants TNTP permission to share the Client Data with third party researchers, evaluators, partners and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.

Promotional Materials. The Client and TNTP agree that either party may use descriptions of the Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP and the Services.

License to the Client. TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license to use the deliverables for the Client's own internal business operations, trainings and analysis only and agree not to disclose the deliverables to any third party except as otherwise permitted under this Agreement. TNTP does not convey to Client any ownership or license rights in any TNTP IP used in performance of the Services, or in the frameworks, processes, methodologies, analytical tools and industry data and insights that may be used or developed by TNTP in the performance of the Services. The Client agrees to keep the TNTP IP confidential and nothing in this agreement shall grant any ownership rights in the TNTP IP to the Client.

License to TNTP. The Client grants TNTP a worldwide, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of the Client Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified data and metrics regarding the Client's business which are provided to TNTP by the Client or which are otherwise collected by TNTP during the course of the engagement.

TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials, media and client lists, and that TNTP may explicitly identify the Client as a client of TNTP.

Survival. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

## **Section 9. Data**

The Parties agree that confidential or proprietary Data may be shared between the Parties and may only be used by the other Party for the purposes identified in Appendix A. The Client agrees to provide the requested data in a timely manner to ensure that project timelines are followed. The Parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives (Representatives) who need to know in order to further the purpose of the services addressed in this agreement and as required by law. The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Client recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"), TNTP is considered a School Official with a legitimate educational interest, providing services that would otherwise be performed by the Client, and under the control and direction of the Client with respect to the education records. The Client shall define the criteria for determining who constitutes a "school official" and what constitutes a "legitimate

educational interest" as permitted by FERPA, broadly enough to permit the provision of the Services hereunder, and reasonably inform students or their parents of the same in accordance with 34 C.F.R. § 99.31. TNTP shall comply with all applicable provisions of the United States Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 CFR Part 99 (FERPA) in receiving and handling personally identifiable information from education records as a "school official" under FERPA.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's personally identifiable information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's PII provided to TNTP, appropriate written consent to disclose such PII to TNTP, and authorization for TNTP to use such PII in connection with performing Services, and (ii) written notice identifying particular Data as PII. All personally identifiable information will be destroyed within 60 days of the termination of this agreement.

Separate from the parties' obligations with respect to student data, the Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless otherwise mutually agree that it is a requirement in order to effectuate TNTP's services under the Agreement. In such circumstances, the parties shall comply with the obligations imposed on us by applicable data privacy legislation and these paragraphs. In providing TNTP with Personal Data the Client will be acting as the data controller and will confirm that Client has complied with relevant laws and obtained all necessary consents for lawful processing, including in connection with any transfers of Client's Personal Data.

#### **Section 10. Miscellaneous.**

- TNTP's services are limited to those specifically described in the Agreement and applicable Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice or services (including as to the manner, if any, in which you the Client may lawfully implement any advice provided by TNTP), expert witness services.
- In any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary event which is determined to constitute a public health risk ("Force Majeure Event"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon 30 days' written notice.
- All notices required by this Agreement will be in writing and either personally delivered or mailed, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to Florrie Chapin, General Counsel.

- This Agreement will be governed by Tennessee law without reference to conflicts of laws principles. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts of the state of Tennessee in all disputes arising out of or relating to this Agreement.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.
- The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

**[Signature Page to Follow]**

**Signatures.**

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

**Cumberland County School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

**TNTP, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Tonya Horton  
EVP, Central Operations

**Schedule A**  
**Statement of Work**

**(All work will be conducted virtually unless agreed to by both parties as described in Section 2.)**

**Early Literacy Network Scope of Work for Cumberland County School District**

**Overview:** The Early Literacy Network is a crucial learning opportunity to support leaders and teachers across the state in continuing to build knowledge and skills around excellent reading foundational skills in PK-2 classrooms. The Tennessee Department of Education continues to invest in ongoing support and development for all educators to ensure strong delivery of a Sounds-First approach to early literacy and ability to effectively implement the district-specific high quality instructional materials.

As the district’s Early Literacy Network vendor, TNTP will collaboratively partner with Cumberland County Schools to provide targeted early literacy support aligned to your district’s needs. Our work will focus on developing teachers’ and leaders’ knowledge and skill in delivering effective reading foundational skills instruction.

**Proposed Scope of Work for February 1, 2022 – November 30, 2022:**

TNTP will meet with designated district leaders every other week to preview upcoming or debrief recent professional learning offerings and/or walkthroughs. In addition to these strategy meetings, TNTP will provide the following services from February 1, 2022 through November 30, 2022. Please note that the timing and delivery of these can be modified for district needs.

<b>Early Reading Support</b>	<b>Purpose</b>	<b>Implementation Plan</b>	<b>Cost Reference</b>
Principal-Driven Early Literacy Strategic Plan	Support school leaders in identifying key priorities for improving early literacy instruction. Set concrete goals and measures for tracking progress. Work collaboratively to identify key strategies and action steps for school leaders to improve early literacy outcomes.	By May 1st, facilitate a series of strategic planning meetings with school leaders to develop an early literacy strategic plan that is firmly grounded in the vision of school leaders for improving early literacy instruction.	\$10,500.00
Principal-Driven Early Literacy Strategic Plan: Follow-Up Implementation Coaching	Coach school leaders to develop and effectively rollout an implementation plan for the early literacy strategic plan at the building level.	By June 1 <sup>st</sup> , provide targeted leadership coaching to building leaders to ensure the effective rollout of the early literacy strategic plan.	\$2,500.00
Targeted, Sounds-First Training	Provide narrow, specific training on key components of a Sounds-First approach on topics like Phonological Awareness, Phonics, Decoding and Fluency, etc. These sessions can help continue to build teachers’ knowledge on important topics and what these look like in practice in the Sounds-First classroom	On April 6, 2022, facilitate half-day (morning), in-person professional development for Pre-K teachers focused on a Sounds-First approach. The specific objectives for this training will be identified in consultation with district leaders. This professional development offering will be shaped to fit the district’s scheduling needs.	\$5,000.00
Targeted, Sounds-First Training	Provide narrow, specific training on key components of a Sounds-First approach on topics like Phonological Awareness, Phonics, Decoding and Fluency, etc. These sessions can help continue to build teachers’ knowledge on important topics and what these look like in practice in the Sounds-First classroom	On April 6, 2022, facilitate half-day (afternoon), in-person professional development for Pre-K teachers focused on a Sounds-First approach. The specific objectives for this training will be identified in consultation with district leaders. This professional development offering will be shaped to fit the district’s scheduling needs.	\$5,000.00

Unit / Lesson Preparation Training	Support teachers using unit and lesson preparation protocols. Facilitate collaboration among teachers to prepare for effective delivery of their instructional materials. Teachers will leave sessions with completed unit and lesson preparation materials.	On May 17, 2022, facilitate this professional learning opportunity for K-2 teachers. We can adjust the timing and delivery of this training based on your needs.	\$5,000.00
Student Work Analysis Protocol Training	Train teachers, leaders, and/or coaches on the principles behind effective student work analysis for reading foundational skills. Provide exemplars and provide opportunity for educators to engage with a model student work analysis protocol.	On May 19, 2022, facilitate this professional learning opportunity for K-2 teachers. We can adjust the timing and delivery of this training based on your needs.	\$5,000.00
Assessment and Differentiation Training	Provide teachers with the background knowledge they need to understand what effective assessment and differentiation in Foundational Skills classroom. Provide teachers with models using assessments to monitor mastery of specific skills.	On June 9, 2022, facilitate this professional development opportunity for K-2 teachers. We can adjust the timing and delivery of this training based on your needs.	\$5,000.00
Strategic District Early Literacy Planning	Support district leaders to review and reflect on key early literacy data points collected through this grant (e.g., instructional walkthroughs) or in proximity to this grant (e.g., formative assessment data) to continuously improve the district's early literacy strategy.	On approximately a monthly basis, TNTP will conduct strategic advisement calls with district leaders to reflect on recently collected data and/or to thought partner on upcoming professional learning offerings that TNTP is designing and delivering to leaders and/or teachers.	\$3,000.00
			<b>\$41,000</b> Total for Initial Scope of Work

Cost per support is provided as a reference to demonstrate alignment with rates provided by the State Contract. TNTP will invoice the Client for the total Client Fee according to the schedule provided in Section 5 of the Agreement.

**Follow-up support for the 2022-2023 school year (December 1, 2022 – June 30, 2023):**

After implementing the professional services outlined above, we will collaboratively re-evaluate the district's early literacy professional learning needs to define strategic priorities for the remainder of the grant term. In November–December 2022, TNTP and district leaders will determine the Scope of Work for year 2 of this Agreement using the list of services below and confirming the choices in writing. The Scope of Work for Year 2 is subject to the terms of this Agreement.

Line	Line Item	UOM	Current Proposed Price
1	Collaborative development of comprehensive Pre-K-2 ELA Implementation plan including Foundational Reading Skills and knowledge building, which may include the TNFSCS	Each	\$ 10,500.00
2	Focused leader Walk-Through training using the TN ELA IPG and the TN Early Literacy IPG (School Leader and district leader)	Training	\$ 9,000.00

3	Focused leader Walk-Through training or Coaching on providing teacher support with TN ELA IPG and the TN Early Literacy IPG	Training or coaching session	\$ 9,000.00
4	Unit Preparation/Lesson Preparation training for knowledge building lessons and foundational skills lessons	Training	\$ 5,000.00
5	Use of student work analysis protocols to determine if tasks are on grade level and determine mastery level of students to support and provide next steps needed in Tier I instruction	Analysis	\$ 7,000.00
6	Training for Pre-K-2 educators in sounds-first strategies for teaching Foundational Reading Skills	Training	\$ 5,000.00
7	Embedded lesson support for Foundational Reading Skills	Half Day	\$ 3,000.00
8	Training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I instruction	Training	\$ 5,000.00
9	Training and support for Intervention programming design	Training	\$ 5,000.00
10	Training and support for Intervention data use and planning including screener and diagnostic use	Training	\$ 5,000.00
11	Training and support for Intervention programming including resources and progress monitoring for students demonstrating significant reading deficiencies or other subgroups of students including but not limited to Dyslexic Students, Students with Disabilities, English Learners, and/or Disadvantaged Students	Training	\$ 5,000.00
12	Additional district and schoolwide literacy planning for Pre-K-2 as a result of baseline data	Planning Session	\$ 2,500.00

# Coordinated School Health & Health Services 2021-2022 Report

## CSH project highlights

Partnered with Nutrition Services - Fruit Infused water &  
Cafe Parfait Your Way Contest

Teal Pumpkin Project - Raise Awareness of Allergies

NFL Stadium walk/run - FUTP60

Hiking Marathon

Kids Heart Challenge

6th grade Marathon in a Month

Festival of Movement

Youth Behavior Survey

Suicide Prevention Awareness PSA contest

Anti-Vape decal competition

Diabetes awareness Drawing contest 4th grade

Heart Awareness Drawing contest 5th grade

On Point - Coordination with Avelon center

District Wide Field Day

Get your Selfie Walking

CPR Training for Staff and Students

We currently have on staff

12 full time nurses - 1 RN and 11 LPN school nurses  
and 2 RN & 2 LPNs working as needed

1 RN supervisor

Health Services Data Highlights	2020-21	2021-22
Clinic Visits Documented	38,779	63,104
Returned to Class	33,339	54,704
Reported Chronic Illnesses among students	3,624	5,095
Vision screenings	1422	2639
Hearing screenings	1446	2306
Blood Pressure screenings	1490	2583
BMI screenings	1456	2583
Staff certified this year in CPR	247	283
Students certified this year in CPR	108	348
Doses of Medication given	12,172	23,737
Referrals	1063	2792

*Dr. Ina Maxwell*  
*Director of Schools*



*Mr. Jim Inman*  
*School Board Chairman*

**Cumberland County Board of Education**

368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

TO: Dr. Ina Maxwell and the Cumberland County Board of Education

FROM: Dr. Ina Maxwell and the Cumberland County Board of Education

DATE: June 13, 2022

SUBJECT: General Field Trip Approvals

Please approve the updated list of acceptable field trip locations for our students. Thank you.

4-H Camp  
Adventure Science Museum-Nashville  
Alvin C. York Home & Museum  
Alcatraz East (Pigeon Forge)  
Amazing Acres  
American Museum of Science and Energy (Oak Ridge)  
Appalachian Arts and Craft Center (Norris and Smithville)  
Aquarium (Chattanooga)  
Aquarium (Gatlinburg)  
Art Circle Library  
Athens Regional Park (Athens, TN)  
AT&T Field – Chattanooga Lookouts Stadium  
Backdoor Playhouse (Cookeville)  
Belle Meade Plantation (Nashville)  
Bicentennial Mall (Nashville)  
Biz Town (Clinton, TN)  
Bledsoe Correctional Complex  
Bread of Life  
Brushy Mtn. Prison  
Capitol (Nashville)  
Castle Cinemas (Jamestown)  
Centennial Park (Crossville)  
Central Baptist Church  
Channel 6 (WATE TV – Knoxville)  
Channel 8 (WVLT TV – Knoxville)  
Channel 10 (WBIR TV – Knoxville)

Channel 43 TV Studios (Knoxville)  
Chattanooga Choo-Choo Railroad  
Chickamauga Battlefield  
Children's Museum of Oak Ridge  
Chuckle's  
Cici's Pizza (Cookeville)  
Country Music Hall of Fame & Museum  
Crossville Airport  
Crossville Ceramics  
Crossville Chronicle  
Crossville Radio Stations  
Crossville/Cumberland County Banks  
Crossville/Cumberland County Businesses (CoLinx, Dave Kirk, Shadden's, Wal-Mart)  
Crossville/Cumberland County Department Stores  
Crossville/Cumberland County Emergency Departments (Fire, Police, etc.)  
Crossville/Cumberland County Farms  
Crossville/Cumberland County Government Offices (Courthouse, Mayor, Post Office, Sheriff, etc.)  
Crossville/Cumberland County Grocery Stores (Food City, IGA, Kroger, etc.)  
Crossville/Cumberland County Nursing Homes  
Crossville/Cumberland County Restaurants  
Crossville/Cumberland County Schools  
Cumberland Caverns (McMinnville)  
Cumberland County Community Complex  
Cumberland County Playhouse  
Cumberland Medical Center  
Cumberland Mountain State Park  
Discovery Museum (Chattanooga)  
Dogwood Park (Cookeville)  
Dollywood  
Downtown Crossville (Museums, Memorials, Depot, etc.)  
Fairfield Glade Recreation Center & Pool  
Fall Creek Falls  
Fort Loudon Historical Park  
Frist Museum (Nashville)  
Gatlinburg, TN  
Geodis Park (Nashville SC Stadium)  
Good Samaritans  
Graceland (Memphis)  
Hermitage (Nashville)  
Hilltoppers, Inc.  
Homestead Tower/Park  
Ijams Nature Center (Knoxville)  
IMAX (Chattanooga)  
IMAX (Knoxville)

IMAX (Oak Ridge)  
Jostens Plant (Clarksville)  
Kimbros Farms Corn Maze and Pumpkin Patch (Formerly Autumn Acres)  
Knoxville Bijou Theater  
Knoxville Escape Room  
Knoxville Restaurants  
Knoxville Zoo  
Lake Frances Retreat  
Little Ponderosa Petting Zoo (Clinton)  
Lookout Mountain (Chattanooga)  
Lost Sea  
Main Event (Knoxville)  
Mayfield Dairy (Athens & Knoxville)  
MTSU  
Morgan County Correctional  
Muddy Pond  
The Muse (Knoxville)  
Museum of Appalachia  
Nashville  
Nashville Restaurants  
Nashville Science Museum  
Neyland Stadium (Knoxville)  
Nissan Plant (Smyrna)  
Nissan Stadium (Nashville)  
Nashville Science Museum  
Neyland Stadium (Knoxville)  
Nissan Plant (Smyrna)  
Oak Ridge Children's Museum  
Oak Ridge National Lab  
Oak Ridge Playhouse  
Obed River Park  
Opryland Hotel (Nashville)  
Palace Theater  
Parthenon (Nashville)  
Pathfinders Outdoor Camp-Sullivan County  
Pickett State Park  
Pioneer Hall (Pleasant Hill)  
Plateau Bowling Lanes  
Roane County Park  
Roane State Community College  
Rock City  
Rocky Top 10 Theater  
Ruby Falls (Chattanooga)  
Rugby Settlement  
Ryman Auditorium Historical Exhibits (Nashville)

Smokies Baseball Stadium (Sevierville)  
Soaky Mountain (Pigeon Forge)  
South Fentress Park  
Space Camp & Center (Huntsville, AL)  
Splash Country (Pigeon Forge)  
Stevie's Elite Athletics  
TAD Center  
Tennessee College of Applied Technology  
Tennessee Museum of Aviation (Sevierville)  
Tennessee Rehabilitation Center  
Tennessee State Capital (Nashville)  
Tennessee State Museum (Nashville)  
Tennessee Technological University  
The Tomb (Pigeon Forge)  
Tremont Institute  
Tyson Park (Knoxville)  
University of Tennessee (Knoxville, Chattanooga)  
UT Experiment Station/Farm VF Factory Outlet– Crossville Outlet Center  
Vanderbilt University Concert Festival  
Washington, DC  
Water Treatment and Purification Plant (Crossville)  
Whitwell Middle School: Paperclip Train  
West Town Mall (Knoxville)  
Wonder Works (Pigeon Forge)  
Woodmere Skating Rink

**The following places have been recommended:**

Urban Air (Knoxville)  
Thrive (Cookeville)

*Dr. Ina Maxwell*  
*Director of Schools*



*Mr. Jim Inman*  
*School Board Chairman*

**Cumberland County Board of Education**  
368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

June 23, 2022

Dr. Ina Maxwell, Director of Schools  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Cumberland County Board of Education:

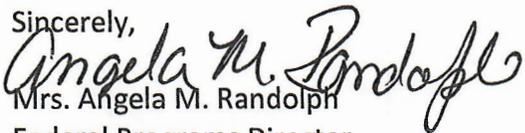
RE: Grant Participation

I respectfully request permission to apply, accept Federal Funding for, and to participate in the following grant program during FY23:

ARP Homeless System Navigator

- Application Due- June 30, 2022
- Allocation- \$200,000.00
- Purpose of Funding
  - to hire an ARP Homeless Systems Navigator to help connect McKinney-Vento identified students and families with resources and community-based organizations (CBO's). The system navigator position will work to connect students and families to resources and community -based organizations (CBOs) and provide students and families support in successfully accessing these systems. Funds from this subgrant are intended to be coordinated with funds from Title I, Part A, McKinney-Vento subgrant, and ARP Homeless 1.0 and 2.0.

I certify and verify that the required assurances, deadlines, and needed revisions will be honored.

Sincerely,  
  
Mrs. Angela M. Randolph  
Federal Programs Director

Cc: Mrs. Stephanie Barnes, Chief Academic Officer  
Mrs. Kacee Harris, Chief Financial Officer

## NEW Competitive ARP Homeless System Navigator Grant

### Overview

The Tennessee Department of Education is providing subgrants to local educational agencies (LEAs) to hire a Systems Navigator to help connect McKinney-Vento identified students and families with resources and community-based organizations (CBO's) and provide support successfully accessing these systems. Grantees can also contract with a CBO as their Systems Navigator (e.g., United Way or Boys and Girls Clubs).

These subgrants will allow for LEAs to further support the historically underserved populations experiencing homelessness, such as rural children and youth; Tribal children and youth, students of color; children, and youth with disabilities; English learners, LGBTQ+ youth; and pregnant, parenting, or caregiving students experiencing homelessness. The funds from the System Navigator subgrant are intended to coordinate with Title I, Part A; the McKinney-Vento subgrant; and ARP Homeless 1.0 and 2.0 funds (as applicable).

### ARP Homeless System Navigator Role

The ARP Homeless Systems Navigator will support the LEA and school homeless liaisons in identifying homeless children and youth and providing homeless children and youth with wrap-around services and the assistance needed to enable them to attend school and participate fully in school activities. The Systems Navigator will assist the LEA and school homeless liaisons in meeting the urgent needs of children and youth experiencing homelessness; including academic, social, emotional, and mental health needs. The systems navigator will work closely with the LEA homeless liaison to ensure the LEA is in compliance with the McKinney-Vento Education for Homeless Children and Youth.

### ARP Homeless System Navigator Essential Functions

- Help families and youth access education and other services, such as shelter, utilities, housing, and rental assistance, childcare, Head Start, unemployment, and tax credits.
- Participate in and lead training on the identification of homelessness.
- Facilitate the organization of required record keeping throughout the identification and support processes, including, but not limited to, residency forms, investigation documentation, categorizing homeless situations appropriately, maintaining databases, etc.
- Assist homeless liaisons and school leaders in determining the best interest of the child or youth, to the extent feasible to keep child or youth in the school of origin, unless it is against the wishes of the parent/guardian.
- Assist homeless liaisons and school leaders in expediting enrollment of homeless children or youth even if the child lacks records normally required for enrollment.
- Ensure information on each homeless child and youth is entered immediately in the state mandated student database.
- Coordinate community support for resources for identified homeless students under the direction of the LEA homeless liaison.
- Facilitate needs assessments of families living in homelessness under the direction of the LEA homeless liaison.

- Maintain and fulfill requests from school homeless liaisons for resources or services needed for identified homeless students or families
- Assist in organizing supply closets, food pantries, hygiene kits, etc., for identified homeless students.
- Follow LEA financial procedures in obtaining resources needed by identified homeless students under the direction of the LEA homeless liaison.
- Use effective and professional communication skills when interacting with stakeholders, including families of students living in homelessness
- Notify child nutrition upon identification of homeless students.
- Assist homeless liaisons and school leaders in ensuring that transportation is provided, at the request of the parent or guardian or unaccompanied youth to and from the school of origin.
- Always maintain confidentiality and professionalism

This competitive grant is open to all Tennessee LEAs. Funding will be awarded for two years: FY23 (2022-23) and FY24 (2023 -24). LEAs may request up to \$200,000 per school year. Allocations will vary from LEA to LEA based on pay rates, but requested amounts should be based on an **80%/20% formula**. Approximately 80 percent of the request should be for the salary and benefits of the position with the remaining 20 percent budgeted for position needs (travel, professional development, minimal equipment, communication costs, etc.). Award amounts will be based on a number of factors including LEA requests, availability of funds, the number of applicants, and the quality of the subgrant application.

The ARP Homeless System Navigator Grant opens in ePlan on **Thursday, June 2, 2022**. The application can be found in ePlan > Funding Applications > 2023 > ARP Homeless System Navigator. All applications are due in ePlan on or before **Wednesday, June 30, 2022**.

The ARP Homeless System Navigator Technical Application Guide and a pre-recorded webinar can also be found in ePlan > TDOE Resources > Relief Funding > ARP Homeless > ARP Homeless System Navigator.

# Cumberland County Board of Education

## 2021-2022 Annual Planning Calendar

### JULY

- Summer Law Institute
- Approval of Members 6.317- BO
- Appoint System Testing Coordinator-Ina
- Annual Utilization Report SRO's-Bo
- Orientation for New Teachers
- Field Trip Approval
- Vendor Contracts – School
- PRIS Report-Kim Bray

### AUGUST

- Service Celebration (Convocation)
- Professional Achievement Celebration (Convocation)
- New Teacher Celebration and Orientation
- Retirement Celebration
- Apply for Grants FRC, CSH, and SS
- New Board Member In-service

### SEPTEMBER

- Election of Officers
- Appointment of TLN Representative 1.105
- Appoint Committees 1.300
- Accountability Presentation
- Fall District Meeting
- TSBA Boardmanship Code of Ethics

### OCTOBER

- Student Activity Finds Audit Report 2.900
- School Compliance Document
- Approval of Compliance Report

### NOVEMBER

- Annual Notification of Student Rights 6.601
- Food Service Report 3.500
- Financial Report for Last Fiscal Year 2.701
- TSBA Leadership Conference/Annual Conference
- School/System Report Card
- Salary and Benefit Review Task Force
- TASBO

### DECEMBER

- Budget Preparation Calendar 2.200
- Distribute Budget Requests to Staff

### WORK SESSIONS OR RETREAT TOPICS

- School System Report Card
- Coordinated School Health
- Facility Planning
- 5-year Capital Improvement Plan
- Salary and Benefits Review

- Pending Task
- Initiated Task
- Completed Task
- Disregard Task

### JANUARY

- State Financial Audit Review
- Prioritize Budget Request
- Insurance Benefits Review
- Tenure Teacher Election and Celebration
- BOE Retreat – Annual Review of Strategic Plan
- Strategic Plan Update

### FEBRUARY

- Day on the Hill
- Safety committee 3.201
- Budget Preparation

### MARCH

- Certification of Textbook Adoptions 4.401
- Budget Preparation

### APRIL

- Budget Preparation
- Present Preliminary Budget
- District Solutions Bus Advertising Contract

### MAY

- Employee Non-Rehire Notification
- Approval Facilities Use Fees 3.206
- Submit Budget
- Director of Schools Evaluation
- Approve Tuition Fees 6.204
- Approval of Travel Compensation Rates 2.804
- Review Attorney Contract (bi-annually)
- Review SRO Contracts
- Strategic Compensation Plan Approval

### JUNE

- Non-Rehire/Tenure Notifications 5.201
- Approve Annual Budget 2.200
- Submit Budget to County Government
- Federal Consolidated Plans (ESSA, IDEA, CTE, VPK, Homeless, 21<sup>st</sup> CCLC)
- Coordinated School Health Report
- Submit Salary Scales for Approval

### ON GOING

- Attendance Monthly Report
- Financial Monthly Report
- Maintain Board of Distinction
- Policy Review and Update
- Monitor School Zones
- School Visits
- Administrative Evaluations
- Employee Advisory Council
- Student Advisory Council
- Monthly Administrative Meetings
- Personnel Report

*Dr. Ina Maxwell*  
*Director of Schools*



*Mr. Jim Inman*  
*School Board Chairman*

**Cumberland County Board of Education**  
368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

## **ESSER Monthly Report** **June 2022**

- 100% of ESSER 1.0 funds have been spent.
- 22% of ESSER 2.0 funds have been spent and implementation continues.
- 0.18% of ESSER 3.0 funds have been spent and implementation is beginning.
- As part of the ESSER 3.0 learning loss remediation and acceleration requirement, some summer school expenses will be paid during the month of June.
- With ESSER 2.0, vendors have been selected for bleachers and playground equipment. The playground vendor has made site visits to schools, and school administration are making decisions regarding what their playground needs are at their various locations.
- Selection of architecture and engineering services for the South renovation and the CCHS auditorium were approved in April BOE meetings. Uplands Design was selected by the BOE. The BOE will be updated when there are new developments.

**CERTIFIED**

**New Hires:**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Replacing</b>
Shawn Cooley	CCHS	8-1-22	Dean Patton
Caitlin Leichter	South	8-1-22	Janae Shackelford
Jesse Hardt	CCHS	8-1-22	Teddy Wanamaker
Jacob Johnson	CCHS	8-1-22	Jacob Sears
Rene Martinez-Monfort	North	8-1-22	Ann Shook

**Resignations/Retirements**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Status</b>
Tammy Knipp	PHS	7-1-22	Retire
Stephen Plemons	CCHS	5-25-22	Resign
Andrea Pierce	Stone Elem	5-31-22	Resign
Katherine Broomhead	Stone Elem	5-25-22	Resign
Tina Methhvin	Martin	5-25-22	Retire
William Green	Stone Elem	5-25-22	Resign
Donna Benson	Crab Orchard	5-25-22	Resign
Andrea Simmons	SMHS	5-25-22	Retire
Robin Inman	South	5-25-22	Retire

**Transfers**

<b>Name</b>	<b>From/To</b>	<b>Date</b>	<b>Replacing</b>

**NON-CERTIFIED**

**New Hires:**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Replacing</b>
Ruth Griffith	SPED	5-17-22	
Aaron McCreery	North	5-17-22	Tommy Polson
Tina Lybarger	CCHS	5-18-22	Daniel Lewis
Quinton Rayder	Martin	5-26-22	Rick Holderman
Jim Whitcomb	CCHS	5-26-22	Quinton Rayder

**Resignations/Retirements:**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Status</b>
Joceilne Martinez Lee	Martin	6-16-22	Resign

**Transfers**

<b>Name</b>	<b>From/To</b>	<b>Date</b>	<b>Replacing</b>

**Terminations**

<b>Name</b>	<b>From/To</b>	<b>Date</b>

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



**Mr. Jim Inman**  
**Board of Education Chair**

**Cumberland County Board of Education**

368 Fourth Street  
Crossville, TN 38555  
Phone: 931-484-6135

June 14, 2022

Dr. Ina Maxwell  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Cumberland County Board of Education,

I am submitting to you the Cumberland County School Nutrition Program's staff changes:

**Hire:**

Connie Green, 06/08/2022

**Resignations/Terminations:**

Janet Parke, Accept Resignation, 05/25/2022

All background check requirements have been completed.

Respectfully,

*Kathy Hamby*

Kathy Hamby  
School Nutrition District Supervisor  
Cumberland County Board of Education – Central Service

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



**Mr. Jim Inman**  
**Board of Education Chair**

**Cumberland County Board of Education**

**368 Fourth Street**  
**Crossville, TN 38555**  
**Phone: 931-484-6135**

June 14, 2022

Dr. Ina Maxwell  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Cumberland County Board of Education,

I am submitting to you the Cumberland County School Nutrition Program's staff changes:

**Hire:**

Connie Green, 06/08/2022

**Resignations/Terminations:**

Janet Parke, Accept Resignation, 05/25/2022

All background check requirements have been completed.

Respectfully,

*Kathy Hamby*

Kathy Hamby  
School Nutrition District Supervisor  
Cumberland County Board of Education – Central Service

## *Brown News*

Brown Elementary Millionaires (students who have read at least one million words in independent reading) for the 2021-2022 school year are pictured. From left to right, front row: Elijah Ward, Brantley Dunlap, Clayton Leathers, Anamarys Ferral-Cruz, Ayden Bostph, Ayden Addy, and Caitlynn James; second row: Walker Lewis, Melody James, Madelin Bell-Bowman, Levi Conklin, Gavin Brandenburg, Jameson Hawks-Johnson, and Bentley Reed; third row: Aliyah Brown, Bella Bentley, Lily Lewis, Kendra Todd, Kooper Temple, Landyn Stamps, Kiera Gross, and Adelyn Speich; fourth row: Eli Hudgins, Cali Kennedy, Jaden Emery, Mysstica Kessler, Parker Bilbrey, Kiwedin Espinoza, and Carsen Tanksley-Smith; and back row: Carolyn Hulburt, Nolan Knapp, Arianna Pfaffly, Callie Whittaker, and Mya Stegner. Not pictured are Malichi McNabb, Jesse Wyatt, Cheyenne Lynch, Gabriella Sparks, Hailey Jones, Liam Stephens, Elijah Sparks, and Anthony Covey.

Brown Elementary eighth grade students with the top five highest grade point averages were presented awards for exceptional academic achievement at the Eighth Grade Recognition Program on May 23. These students were, in order, left to right, from first to fifth place: Colton Huling, Lydia Hargis, Seth Troglin, Maggie Lewis, Carolyn Hulburt and Scout England (tie for 5th).

Jamie Hill's fourth grade class would like to thank Little Caesars Pizza manager Grant Kirkland and owner Tony Carroll for their donation of pizza boxes. The class used the boxes to make solar ovens and cooked s'mores. The lesson was very successful and delicious!

Brown Elementary seventh and eighth grade students and their teachers and chaperones took an exciting educational trip to Washington DC in May. The group visited the White House, Arlington National Cemetery, memorials, monuments, Smithsonian museums, and Mount Vernon.

Four Brown Elementary students had the distinct honor to present and lay a wreath representing our school at the Tomb of the Unknown Soldier located at Arlington National Cemetery. Maggie Lewis and Colton Huling placed the wreath and were escorted by Benjamin Hulburt and Carolyn Hulburt. All of these students have taken on the responsibility of raising and lowering our school flag each day.

Brown Elementary Principal Stephanie Speich, Assistant Principal Kevin Lewis, and School Counselor Kelly Thurman presented Honor Roll and Perfect Attendance Certificates, Principal's and Good Character Awards, and Reading Awards for the fourth nine weeks and end of year in classrooms. Seventh grade award recipients are pictured with BES Principals.

Brown Elementary kindergarten students were recognized for their accomplishments this school year at a special program on May 20. Principal Stephanie Speich, Assistant Principal Kevin Lewis, and school counselor Kelly Thurman, along with kindergarten teachers Michelle Cole, Amanda Goss, Sabrina Pelfrey, and Samantha Herrick, presented students with certificates of achievement. Congratulations to the future high school graduating class of 2034!

Brown Elementary School held its Pre-K Recognition Program on May 20, celebrating the growth and achievements of the school's youngest students. The class performed some of their favorite songs from the year using percussion rhythm sticks with music teacher Aaron Marsee. Paraprofessional Rebecca Brock, teacher Aprel Phillips, Principal Stephanie Speich, and Assistant Principal Kevin Lewis presented each student with a special certificate and their "time capsule" of mementoes from the year.



# Cumberland County Board of Education

Monitoring:  <b>Review: Annually, in September</b>	Descriptor Term:  <h2 style="margin: 0;">Inventories</h2>	Descriptor Code: <b>2.702</b>	Issued Date: <b>02/22/18</b>
		Rescinds: <b>2.702</b>	Issued: <b>03/12/08</b>

1 **Equipment** is defined as all items (machinery, implements, tools, furniture, livestock, vehicles, ad  
 2 other apparatus) with a unit cost of \$500.00 or more and a minimum useful life expectancy of three  
 3 years. Freight charges and installation costs shall be included in the cost\*

4 Sensitive minor equipment is defined as “items purchased with a cost between \$100.00 and \$5000.00”.  
 5 It includes sensitive items such as computers, external computer peripherals, weapons, etc.

6 **General**

7 The director of schools shall establish an accurate inventory procedure for all school real and personal  
 8 (e.g., material and equipment) property, and this system shall be implemented at board facility.  
 9 Additionally, this inventory system will also include a separate record of all “employee owned”  
 10 personal property located at each facility. This private property record will be an addendum to the  
 11 board property inventory. Administrative personnel shall ensure that a physical count of property is  
 12 taken, and this inventory shall be properly entered on the appropriate records for accounting purposes.<sup>1</sup>

13 Each facility supervisor shall maintain a complete inventory with a duplicate maintained in the central  
 14 office.

15 For an accurate account of the procedures, refer to the Cumberland County School District Inventory  
 16 Procedures most current update.

17 **EQUIPMENT PROCURED WITH FEDERAL DOLLARS**

18 The director shall establish procedures for administrators to follow, which meet all federal  
 19 accountability guidelines, including guidelines for the purchasing, inventorying, security, and  
 20 disposition of all equipment purchased with federal funds.<sup>2</sup>

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Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-23, Section 4-25
2. 2 CFR § 200.311-.315

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Cross References

- Surplus Property Sales 2.403  
 Security 3.205  
 Equipment & Supplies Management 3.300

\* As defined by Tennessee Department of General Services

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Community Use of School Facilities</b>	Descriptor Code: <b>3.206</b>	Issued Date: <b>05/25/17</b>
		Rescinds: <b>3.206</b>	Issued: <b>06/25/09</b>

1 Public school buildings and other facilities of the Cumberland County Board of Education have been  
2 constructed for the purpose of housing the educational program of the school system. The Board realizes  
3 that these facilities are public property and encourages their use for activities, which will enhance the  
4 cultural, educational, and recreational opportunities in the community. The Board of Education may vote  
5 to approve use of facilities for other purposes.<sup>1,2</sup> When school facilities are used for such purposes, their  
6 use should not interfere or conflict with the regular educational program of the school system. School  
7 facilities will only be made available to residents of Cumberland County or organizations with their  
8 principal place of business in Cumberland County who otherwise qualify for use of a school facility  
9 under the terms of this policy.

10 In no instance is it the purpose of the Board to realize a profit in renting a school facility; however, the  
11 Board, in opening school buildings for use as defined above, does incur certain expenses. The Board  
12 reserves the right to bill any facility user basic operational costs and extra services beyond those costs.  
13 Therefore, a rental fee for use of various school facilities subject to the provisions in this policy, and/or  
14 other rules and regulations (e.g. a written contract) may be required. The Board will approve [any  
change to the fee schedule for the](#) ~~annually and periodically review a fee schedule for the~~ use of school  
facilities.

15 Approval for use of school buildings and property by non-school groups or individuals will not be  
16 withheld based upon the content of the message or viewpoint of the applicant; but the school system may  
17 reject applications if it is reasonably foreseeable based upon specific, articulable facts that the event will  
18 include or promote unlawful activity, including but not limited to violence or threats of violence,  
19 property damage, or obscenity. The school system also reserves the right to reject applications if it is  
20 reasonably foreseeable based upon specific, articulable facts that the event will interfere with other  
21 school-related activities, such as by excessive noisemaking or overcrowding.

## 22 1. Cumberland County Schools

- 23 a. The use of facilities by Cumberland County Schools shall take priority over all others  
24 and *may* be allowed without rental fees. The organizations include but are not limited  
25 to:
- 26 i. Student Organizations
  - 27 ii. PTO's
  - 28 iii. School Booster Clubs
  - 29 iv. Non-profit cultural programs (e.g., Boy Scouts, Girl Scouts, etc.)
  - 30 v. Tutoring by Cumberland County School employees
  - 31 vi. For-profit / non-profit businesses, as requested by school principals, that  
32 enhance the education or recreation of the students or staff when invited by the  
33 school to perform an activity

- 1           2. Other Governmental Agencies  
 2           a. Use of facilities *may* be granted to governmental agencies without rental fees such as:  
 3           i. Cumberland County Parks & Recreation Department  
 4           ii. Other Cumberland County Governmental Agencies  
 5           iii. Local City / Community Governmental Agencies  
 6           iv. State and Federal Agencies
- 7           3. Public, Cultural, Community Oriented Organizations  
 8           a. Use of facilities may be granted for purposes, which shall include but are not limited to  
 9           the following, subject to facility use fees:  
 10          i. Community non-profit programs  
 11          ii. Colleges, Universities, Community Colleges, and area vocational-technical  
 12          schools.  
 13          iii. Non-partisan political forums  
 14          iv. Non-profit extended day care programs as approved by the Board  
 15          v. Non-profit theater, dance, and/or musical productions  
 16          vi. Community non-profit charitable fund raising programs sponsored by service  
 17          organizations
- 18          4. Personal / Private Business / For Profit Entities  
 19          a. No building shall be available for personal, private or for-profit use, except as permitted  
 20          above.<sup>3</sup>
- ~~21          5. Lease of Facilities~~  
~~22          a. The Board leases buildings and property or the portions of buildings and property it~~  
~~23          determines are not being used or are not needed at present by Cumberland County~~  
~~24          Schools. Beginning with any new lease or lease renewal after July 1, 2017.~~  
~~25          b. Cumberland County Schools may terminate a lease at any time by giving written notice~~  
~~26          to the Lessee at least 90 days prior to the date when such termination becomes effective.~~  
~~27          c. The Board shall approve and review fee schedules annually.~~  
~~28          d. Beginning with any new lease or lease renewal after July 1, 2017, an organization or~~  
~~29          entity may request to lease a Cumberland County Schools facility for up to ninety days~~  
~~30          with no more than four (4) renewals, unless otherwise approved by the Board.~~
- 31          6. All uses ~~and/or leases~~ of facilities shall be subject to this and all other Board policies.

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 Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B); *Lamb's Chapel v Center Moriches Union Free School District*, 113 S. Ct. 2141 (1993)

## Cross References

- Tobacco-Free Schools 1.803  
 Care of School Property 6.311

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term:  <b>Retirement Incentive: Retiree Health Insurance</b>	Descriptor Code: <b>5.204</b>	Issued Date: <b>05/24/18</b>
		Rescinds:	Issued:

1 As outlined below, the board agrees to pay for retiree health insurance benefits for eligible retiring  
 2 employees until the retired employee becomes eligible for **Medicare** benefits:<sup>1</sup>

3 **CERTIFIED STAFF**

- 4 **1. For eligible certified employees retiring from the Cumberland County School District with**  
 5 **30 or more years of creditable TCRS service of which at least 20 creditable years are from**  
 6 **~~continually~~ in the Cumberland County School District (the last 5 years of creditable**  
 7 **service must be in the Cumberland County School District):**

8 **Retiree and Retiree plus child coverage**

9 Contingent upon the State of Tennessee continuing to pay 45% of the scheduled health  
 10 insurance premium for certified retired employees, the board agrees to pay the remaining  
 11 balance of the premium for the retiree only and retiree plus children plans. The cost to the  
 12 retiree is zero.

13 **Retiree plus spouse and Retiree plus family coverage**

14 Contingent upon the State of Tennessee continuing to pay 45% of the scheduled health  
 15 insurance premium for certified retired employees, the board agrees to pay the dollar amount of  
 16 the single subscriber premium toward the retiree plus spouse and retiree plus family plans by  
 17 following the formula below.

18 (Annual Plan Premium – State Contribution of 45%) – Single Subscriber annual plan premium  
 19 = Cost to retiree

- 20 **2. For eligible certified employees retiring with 20-29 years of service, at least age 55 and at**  
 21 **least 20 creditable years continually in the Cumberland County School District: Retiree,**  
 22 **Retiree plus child, Retiree plus spouse, Retiree full family plans**

23 Contingent upon the State of Tennessee continuing to pay 35% of the scheduled health  
 24 insurance premium for certified retired employees, the board agrees to pay for 45% of the  
 25 premium (capped at 90% of the Single subscriber rate) and the retiree paying the balance. This  
 26 is illustrated by the formula below.

1 (Annual Plan Premium – State Contribution of 35%) –BOE Contribution of 45% (capped at  
2 90% of the Single subscriber rate) = Cost to retiree

3 **NON-CERTIFIED STAFF**

4 **For eligible non-certified retiring employees retiring from the Cumberland County School District with**  
5 **30 or more years of creditable TCRS service of which at least 20 years are from with the Cumberland**  
6 **County School District (the last 5 years of creditable service must be in the Cumberland County**  
7 **School District):**

8 Contingent upon the State of Tennessee continuing to offer health insurance for retired non-  
9 certified employees, the board will pay 100% of the single subscriber premium.

10 The Director of Schools shall develop procedures for implementing the program and the application  
11 process.

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Legal References

1. TCA 8-27-305

# Cumberland County Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Pediculosis (Head Lice)</b>	Descriptor Code: <b>6.4031</b>	Issued Date: <b>04/26/18</b>
		Rescinds: <b>6.4031</b>	Issued: <b>06/25/15</b>

No student ~~will~~ **shall** be denied an education solely ~~because of a lice infestation~~ **by reason of pediculosis (head lice)**, and his/her educational program shall be restricted only to the extent necessary to minimize the risk of transmitting the infestation **and protect the privacy of the student**. ~~While the Board is aware that head lice are medically benign, the Board also understands that head lice are socially unacceptable, causing perennial problems for families, schools, school boards and health departments and can seriously jeopardize the effectiveness of instructional programs.~~

It shall be the responsibility of the principal or school nurse to notify the parents(s)/guardian(s) in the event a student has head lice. A letter shall be sent home with the student to explain the condition, requirements for readmission, and deadlines for satisfactory completion of the treatment.

**Prior to readmission, satisfactory evidence must be submitted to school personnel that the student has been treated for head lice. This evidence may include but not be limited to:**

~~Therefore, the following Policy shall be in effect:~~

~~(1).— Any student who has lice, nymphs or nits shall be immediately removed from the classroom and isolated. School personnel will contact parent/guardian and request that the student is treated before returning to school. Proof of treatment with a pediculicide product (e.g. head lice shampoo) or~~

~~(2).— Parents or guardians of students who have been identified with lice, nymphs or nits will be given the specified “Treatment and Prevention of Head Lice” information sheet regarding treatment of the child, other family members, and the home environment. Satisfactory examination by a school health official.~~

~~3.— Students who return to school after treatment of an infestation shall be (accompanied by parent/guardian when possible), checked by the school nurse for the absence of all lice, nymphs or nits. Prior to readmission, satisfactory evidence must be submitted to school personnel that the student has been treated for pediculosis (head lice). This evidence may include but not be limited to:~~

- ~~a. Proof of treatment with a pediculicide product (head lice shampoo) or~~
- ~~b. Satisfactory examination by a school health official.~~

~~4. The administration shall take steps to identify appropriate procedures for the control of lice outbreaks including records, personnel training, treatment of students, procedures for handling student clothing and other personal items and appropriate custodial procedures.~~

~~5. Principals are authorized to provide up to three (3) non consecutive excused absences and one excused tardy/early dismissal as related to treatment for the current academic year for students who have lice infestations. In case of chronic or recurring lice infestations in a child or family, the principal should refer the family to an appropriate agency which may include one or more of the following: Department of Children Services/Juvenile Court/Family Resource.~~

**Treatment and prevention procedures shall be developed by the Director of Schools/Designee in consultation with the school nurse and distributed to all classroom teachers. These procedures shall also be**

36 distributed to the parent/guardian of any student that has head lice.

37 Any subsequent incidents of head lice for a student during the school year shall require submission of satisfactory  
38 evidence of treatment for head lice and be found free of lice by a school health official.

39 A student shall be expected to have met all requirements for treatment and return to school no later than two (2) days  
40 following exclusion for head lice. All days in excess of the allowable period shall be marked as unexcused absences  
41 and referred to the attendance supervisor at the proper time.



RETAINER AGREEMENT  
Between  
CUMBERLAND COUNTY BOARD OF EDUCATION  
and  
G. EARL PATTON, ATTORNEY AT LAW

This instrument sets forth the agreement between the Cumberland County Board of Education, hereinafter referred to as BOARD, and G. Earl Patton, Attorney at Law, hereinafter referred to as PATTON.

This agreement shall become effective upon BOARD's affirmative vote to enter into this Agreement:

1. BOARD retains PATTON to advise and represent BOARD in relation to the various legal matters which may arise during the course of the year, which duties are further described and limited herein below.
2. The term of this agreement shall be from the date signed until June 30, 2024.
3. BOARD shall pay PATTON a minimum fee of \$30,000.00 per year in installments of \$2,500.00 per month, which payments shall be non-refundable. PATTON shall bill against said minimum fee at the rate of \$175.00 per hour. Billable hours worked by PATTON in excess of 14.28 hours per month shall be billed at the rate of \$175.00 per hour.
4. PATTON shall be reimbursed by BOARD for all mileage over five (5) miles per trip at the rate established by Board Policy.
5. PATTON shall submit to DIRECTOR OF SCHOOLS, monthly, a statement of services showing all hours worked and expenses charged to BOARD.
6. PATTON and all attorneys practicing with PATTON shall be precluded from accepting employment which would place PATTON in direct conflict with BOARD for the duration of this agreement.
7. BOARD agrees to pay PATTON promptly for all authorized costs incurred by his representation of BOARD. These costs shall include, but not be limited to court costs, investigative costs, court reporter costs, transcripts, and subpoena fees.
8. PATTON shall be given the same notice as individual BOARD members regarding regular, special-called, and emergency meetings, work sessions, retreats, and other BOARD functions. Unless PATTON is notified prior to the function that his services are needed at said function, PATTON shall not be required to attend same.

9. BOARD shall pay for PATTON's attendance at two (2) TSBA-sponsored continuing legal education seminars per year. In connection with such seminars, BOARD shall pay for and/or reimburse PATTON for mileage and overnight lodging. The hours spent in such seminars or continuing legal education programs shall not be billable under paragraph 3 of this Agreement.
10. BOARD has been advised by PATTON that Tennessee law requires that all court filed documents be well grounded in fact warranted by law and not filed for an improper purpose such as to harass or cause unnecessary delay or needless increase in the cost of litigation. BOARD agrees to cooperate with PATTON so that he may represent BOARD in accordance with the Code of Professional Responsibility and in BOARD's best interests.
11. If any court finds that the above-referenced provision of the law has been violated, an appropriate sanction may be imposed upon BOARD and PATTON which may include an order to pay to the other party or parties the amount of the reasonable expenses incurred because of the filing of the pleadings, motions, or other paper, including reasonable attorney fees. It is therefore understood, that in the event PATTON may have been improperly informed of the true facts of a case as a result of such misinformation, and sanctions are imposed by any court, BOARD shall reimburse PATTON to the extent of any costs, fees or other sanctions imposed on the attorney or his law firm.
12. PATTON shall provide BOARD his services in a professional manner consistent with the degree of expertise and skill in the community where the legal services are to be performed. It is agreed that PATTON shall take directives from BOARD by a majority vote of said body, from the DIRECTOR OF SCHOOLS on behalf of BOARD, or from BOARD's executive Committee.
13. PATTON shall bill BOARD, pursuant to paragraph 3 herein above, for all work done on behalf of BOARD, including but not limited to: Legal research and advice, Correspondence directed to and from PATTON as an agent of BOARD; Correspondence to and from BOARD; Correspondence to and from the DIRECTOR OF SCHOOLS; Review, revision, and drafting of contracts; and all phases of BOARD litigation. PATTON may also correspond directly, as needed, with school Principals, Administrators, and individual Board members.
14. PATTON shall not take directives given solely by the DIRECTOR OF SCHOOLS if, in PATTON's judgement, such directives is in conflict with PATTON's representation of BOARD. In the event PATTON receives such directive, PATTON shall immediately notify BOARD through its chairperson, and shall take no action until BOARD through majority vote directs PATTON to take action.

15. In the event that this contract is not renewed on or before the end of the term specified in paragraph 2 herein above, it is agreed that the parties shall continue in their attorney-client relationship, operating under the terms of this contract, on a month-to-month basis.
16. In the event any of the provisions of this agreement are determined to be against board policy or other binding authority, including the laws of the State of Tennessee and/or the laws of the United States of America, the remaining provisions shall remain enforceable.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
G. Earl Patton, Attorney at Law  
BPR # 020933

\_\_\_\_\_  
Dr. Ina Maxwell  
Director of Cumberland County Schools



# Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

## ADMINISTRATIVE AND THERAPY SERVICES CONTRACT AGREEMENT

This Services Agreement (the "Agreement") is made on this \_\_\_ day of \_\_\_\_\_, 2022, by and between Cumberland County Schools (hereinafter known as "Cumberland County Schools") with its principal office at 368 4<sup>th</sup> Street, Crossville, TN, 38555, and Stellar Therapy Services, LLC, (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

**WHEREAS**, Cumberland County Schools is a local board of education of the State of Tennessee which, when required, provides therapy services; and Contractor is engaged in the business of providing therapy workers; and Cumberland County Schools desires to engage Contractor for the purpose of providing certain therapy and other services in accordance with the terms set forth in this Agreement; and

**WHEREAS**, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the Cumberland County Schools desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to Cumberland County Schools students who are TennCare enrollees; and

**WHEREAS**, it is the intent of the parties hereto that Contractor provide the Services as an independent contractor and not as an employee of Cumberland County Schools.

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

1. **Term.** The term of this Agreement shall be from July 1, 2022, through June 30, 2023.

2. **Therapy Services.**

(a) Contractor shall provide to Cumberland County Schools the Therapy Services listed in Section 4 of this Agreement, in person or by telehealth, including direct and indirect service time, assessments, treatments, supervision of assistants, 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.

(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, ASHA, NASP, and APA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) Cumberland County Schools 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 termination of this contract or the termination of working relationship of said person with Contractor.

(d) Should the Cumberland County Schools obtain the consent of the Contractor and hire a person referred by the Contractor, a recruiting fee is owed. Rates for recruiting services are 20% of the annual salary, inclusive of any sign-on bonuses, due within thirty (30) days from date of acceptance of employment offer by prospective employee. This provision shall not apply to a person hired by Cumberland County Schools after the periods referred to in (c) above.

3. **Administrative Services.**

(a) Contractor shall provide the following services to CUMBERLAND COUNTY SCHOOLS during the term of this Agreement (the "Administrative Services"):

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

employed by Cumberland County Schools ("Cumberland County Schools Providers") or who have a current contract with Cumberland County Schools ("Contract Providers").

- Assist in obtaining all billing numbers and credentials required for the Cumberland County Schools to receive Medicaid payments.
- Assist in obtaining billing numbers for CUMBERLAND COUNTY SCHOOLS PROVIDERS, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible CUMBERLAND COUNTY SCHOOLS Students and billed by Contractor hereunder.
- Train CUMBERLAND COUNTY SCHOOLS PROVIDERS or CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Provide and maintain online documentation system for Physical Therapy services. Provide user trainings and help desk support as needed.
- Review and assist CUMBERLAND COUNTY SCHOOLS in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to CUMBERLAND COUNTY SCHOOLS.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible CUMBERLAND COUNTY SCHOOLS Students are in place in order for Contractor to bill for services provided thereto.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible CUMBERLAND COUNTY SCHOOLS Students by CUMBERLAND COUNTY SCHOOLS PROVIDERS or CONTRACT PROVIDERS having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS.

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

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

(d) During the term of this Agreement, Cumberland County Schools will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by Cumberland County Schools Providers or Contract Providers for TennCare Eligible Cumberland County Schools Students.

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

(a) In consideration for the Administrative Services provided by Contractor, CUMBERLAND COUNTY SCHOOLS agrees to pay Contractor a Fee for Administrative Services equal to twenty-five percent (25%) of total revenues received in connection with services provided to Eligible CUMBERLAND COUNTY SCHOOLS Students by CUMBERLAND COUNTY SCHOOLS Providers or CONTRACTED Providers and billed by Contractor.

(b) In consideration for the Therapy Services provided by Contractor, Cumberland County Schools agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

#### **THERAPY SERVICES:**

Physical Therapist – Registered

\$75/hour

The hourly rate will be charged for all direct and indirect service time, assessments, evaluations, treatments, supervision of assistants, consultation, documentation, teletherapy, progress reports, meeting attendance, travel time between schools, documentation and prep time performed onsite or offsite and any other services requested by the Cumberland County Schools or required as necessary for providing services. Other services may be added as needed with rates to be agreed upon in advance by both parties. The parties further agree that supplies, equipment and other expenses incurred by Contractor in connection with the foregoing Therapy Services and approved in advance by Cumberland County Schools shall be reimbursed by Cumberland County Schools at Contractor's cost. Physical Therapy hours will be charged a minimum of 2 hours per day when therapist is on site. For other services, the Cumberland County Schools will be invoiced based on actual hours worked.

(c) Contractor shall invoice Cumberland County Schools on a regular basis for the Administrative and Therapy Services provided under this Agreement, and Cumberland County Schools shall be responsible for paying all Fees for those Therapy Services within thirty (30) days of receipt of Contractor's invoice therefor; provided, however, that Cumberland County Schools has the right to review and approve any invoiced Therapy Services and to disallow any charges it questions in good faith. Contractor agrees to provide Cumberland County Schools details of services provided with each invoice, including student names and dates of services upon request by Cumberland County Schools.

(d) The parties represent and warrant to the other that all compensation payable to Contractor by Cumberland County Schools 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.

(e) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the Cumberland County Schools in writing of such within thirty (30) days of effective date of changes. After receipt by the Cumberland County Schools of rate changes of the Contractor, Cumberland County Schools shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if Cumberland County Schools does not agree with the rate changes. If Cumberland County Schools cancels this Agreement because of unacceptable rate changes, neither

party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

**5. FERPA Compliance.**

CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

**6. CUMBERLAND COUNTY SCHOOLS RESPONSIBILITIES.**

(a) CUMBERLAND COUNTY SCHOOLS 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. CUMBERLAND COUNTY SCHOOLS 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. CUMBERLAND COUNTY SCHOOLS 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. CUMBERLAND COUNTY SCHOOLS shall notify Contractor promptly of all non-chargeable patient visits or services.

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

(c) CUMBERLAND COUNTY SCHOOLS acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that CUMBERLAND COUNTY SCHOOLS's failure to comply with the

requirements of this Agreement may materially interfere with the Administrative Services. CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If CUMBERLAND COUNTY SCHOOLS fails to comply with its obligations under this Section, CUMBERLAND COUNTY SCHOOLS agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

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

8. **Acknowledgments.**

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

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

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

11. **Preservation of Records.** Contractor and CUMBERLAND COUNTY SCHOOLS agree that they shall cause the healthcare records generated in connection with the services of the CUMBERLAND COUNTY SCHOOLS Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and CUMBERLAND COUNTY SCHOOLS shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's

duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

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

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

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

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

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

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

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.

**CUMBERLAND COUNTY SCHOOLS**

**Stellar Therapy Services, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

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

PO Box 8114  
Chattanooga, TN 37414

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

**Whereas,** CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS 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 CUMBERLAND COUNTY SCHOOLS.
3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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CUMBERLAND COUNTY SCHOOLS REPRESENTATIVE

Date

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Stellar Therapy Services, LLC

Date

CONTRACT AGREEMENT  
BETWEEN  
SERICIA A SEIBER AND CUMBERLAND COUNTY SCHOOLS  
FOR  
SPEECH/LANGUAGE SERVICES

This agreement is entered into by and between the Cumberland County School System and Sericia A Seiber, Speech/Language Pathologist (SLP).

It is hereby agreed that Sericia A Seiber will provide speech/language services part time on an as-needed basis during the 2022-23 school year.

Services will begin approximately July 1, 2022 and will terminate approximately June 30, 2023. The cost of these services will be \$57 per hour. Services will be provided approximately 70 hours per month. Documentation of services will be submitted each pay period. Mileage will be paid for travel in the county at the Cumberland County rate. Travel forms will be submitted monthly. Materials and supplies will be provided by the Cumberland County School System in the same manner as supplied for other speech providers employed by the school system.

The speech language services may consist of screening, assessment, therapy, consultation, participation in case management meetings, developing individual education plans (IEPs), case management paperwork, and communicating with other IEP team members. Educationally relevant speech services will be provided. No medically-billable services will be provided.

These services may be evaluated periodically to determine whether services are being rendered as agreed upon by the parties. Should it be determined that services are not being rendered as specified in the agreement, this contract will be subject to termination.

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Sericia A Seiber, Speech/Language Pathologist

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Date

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Cumberland County Schools

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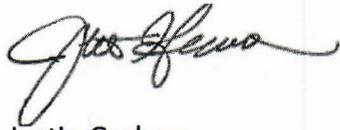
Date

May 3, 2022

To: Marlene Holton  
Cumberland County Schools

Sidekick was able to complete all initial evaluations for the students in Cumberland County Schools for speech and language services during the spring semester of the 2021-2022 school year.

For the following school year (2022-2023), Sidekick is not able to completely cover all initial evaluations for students in Cumberland County. Sidekick agrees to continue initial evaluations on a needed basis, as mutually agreed upon by Cumberland County and Sidekick, for students attending Cumberland County Schools that have TennCare services.

A handwritten signature in black ink, appearing to read "Justin Graham", written in a cursive style.

Justin Graham  
President  
Sidekick Therapy Partners

## CONTRACTUAL AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Cumberland County Schools**, (herein referred to as "**Cumberland County Schools**"), 368 4th Street, Crossville, TN 38555, and Deborah L. Curlee Communication Consultants, LLC, d/b/a **Sidekick Therapy Partners**, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as "**Sidekick**").

WHEREAS, Cumberland County Schools is subject to and does operate in accordance with the requirements of the Individuals with Disabilities Education Act; and

WHEREAS, Cumberland County Schools has the authority to contract for services from suitable agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students; and

WHEREAS, Cumberland County Schools, in order to provide a proper, comprehensive, and well implemented special education program, finds it desirable to contract for these services through an outside agency; and

WHEREAS, Sidekick is an agency having appropriate programs, capacity and competence to provide certain **Speech & Language** services for children who are the responsibility of the Cumberland County Schools.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties hereto and certain other consideration, some of which is hereafter set out, and the sufficiency of all which is hereby acknowledged, Cumberland County Schools and Sidekick agree as follows:

The term of this agreement shall be for **School Year 2022-2023** (anticipated to start in August 2022 and run through May 2023, or through July 2023 at Cumberland County Schools's option if seeking extended school year / ESY services).

1. Cumberland County Schools shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment and services necessary for their education and which meets the requirements of State and Federal regulations and law. This special education program that is the responsibility of the Cumberland County Schools shall include:

- a. A statement of the child's present levels of educational performance.
- b. A statement of the 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 the specific educational related services needed by the child.
- e. The date when these services will begin and the 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 educational placement which the child will have.
- h. The persons responsible for the implementation of the IEP.
- 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 every 9 weeks.
- k. The programs of the child shall not be terminated without an IEP Team meeting which results in agreement eligibility or non-eligibility services on the IEP.

2. The Cumberland County Schools ensures that the rights and privileges available to children attending schools of the Cumberland County Schools shall be available to the children served by Sidekick, including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information. Sidekick and the Cumberland County Schools acknowledge and agree that Sidekick is not rendering services under this agreement in any facility owned or leased by Sidekick and that such services will be rendered only in the schools or other locations agreed upon by Sidekick and the Cumberland County Schools.

3. Any Sidekick speech and language services will be provided by qualified speech-language pathologists (“SLP” or “SLPs”) who have a Master’s Degree and their Certificate of Clinical Competency or are completing their Clinical Fellowship period. All Sidekick SLPs are licensed or registered as healthcare providers with the State Department of Health Board of Communication Disorders and Sciences.

SLPs may be referred to individually as a “Therapist” or collectively as “Therapists”.

It is anticipated that Sidekick’s SLPs will provide services to Cumberland County Schools students requiring speech and language therapy services, including qualifying TennCare-covered students and students who are not covered by TennCare.

3. (a) Cumberland County Schools agrees----for as long as Sidekick SLPs are available to serve Cumberland County Schools’s TennCare-covered, eligible, and qualified students requiring speech-language therapy services (“TennCare Students”) at the Therapist’s assigned school location----that Sidekick will be the sole and exclusive external provider of speech-language therapy services at that school location for any TennCare Students whose speech-language therapy services are billed to a TennCare insurance company (“MCO”).

(b) Sidekick will be the sole and exclusive external provider of speech-language therapy services to TennCare Students that are billed to any TennCare MCO at the school locations listed below (the “School Locations”) as well as another other school locations where Sidekick’s Therapists may be requested to provide services in the future:

- Glen Martin Elementary
- Homestead Elementary

- North Cumberland Elementary
- Frank P Brown Elementary
- Pleasant Hill Elementary
- Stone Elementary
- Crab Orchard Elementary
- South Cumberland Elementary
- Other schools as mutually agreed upon by Cumberland County Schools and Sidekick.

Cumberland County Schools will refer all TennCare Students at the School Locations to Sidekick for Speech & Language services that can be billed to a TennCare MCO and will not serve such students with its own employees. If Sidekick's Therapists do not have time available on their schedule to serve the referred TennCare Student, Sidekick will promptly notify Cumberland County Schools that Sidekick cannot provide services. Upon receipt of such notification, Cumberland County Schools may begin serving such student with Cumberland County Schools employees and---after Sidekick has declined services due to lack of therapist availability---may also bill the TennCare MCO for such services.

(c) Sidekick will make reasonable commercial efforts to provide a sufficient number of qualified Therapists to meet the anticipated TennCare and non-TennCare caseload at the School Locations. If Sidekick cannot provide a sufficient number of Therapists at a specific school to meet the caseload at that location, then either Sidekick or Cumberland County Schools may reduce Sidekick's services at the affected school to the extent Sidekick Therapists are not available to serve that specific location. In the case of such a reduction at a specific school location due to the lack of availability of Sidekick Therapists, Cumberland County Schools Therapists may serve the TennCare Students previously served by Sidekick (or who cannot be served by Sidekick) and may bill the TennCare MCO for services to those students.

(d) As the school year progresses, Cumberland County Schools agrees that it will promptly assign other TennCare Students at the School Locations to Sidekick who have speech-language therapy services specified in their IEPs, when and to the extent such TennCare Students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of Sidekick's Therapists in the School Locations.)

(e) With respect to TennCare Students in the School Locations served by Sidekick Therapists, Cumberland County Schools agrees that it will not refer those students to any other provider or third party TennCare billing / consulting company ("Other Providers"). It is the intention of the parties that Sidekick will continue to work with Cumberland County Schools to obtain TennCare MCO authorizations for services, Doctors Orders, IEPs, Parental Consents to release the IEP, and the like, in connection with all of the TennCare Students Sidekick serves in the School Locations and that any arrangements the Cumberland County Schools has with Other Providers will not interfere with Sidekick's services under this Agreement or interfere with Sidekick's Therapists serving their own caseload in the School Locations. In the event Sidekick cannot serve a TennCare Student due to the lack of availability of a Sidekick Therapist, then Cumberland County Schools may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Cumberland County Schools's own therapists.

#### **4. Mileage and School Pay Services:**

- (a) Cumberland County Schools will pay Sidekick a mileage reimbursement rate of thirty-five (35) cents per mile per Therapist per day, during the regular school year and during the school summer session (if Sidekick is requested to provide summer services). Mileage shall be calculated as (i) the distance between Sidekick's Knoxville office and the schools that Sidekick can serve in Cumberland County or (ii) the distance between the residence of Sidekick's Therapist and the schools served, whichever is less. Such mileage reimbursement rate of 35 cents a mile also includes any travel within Cumberland County if Sidekick's Therapist is traveling to more than one school in a day.
- (b) At Cumberland County Schools's request and as mutually agreed by Sidekick, "School Pay" services may be provided for students whose services cannot be billed to a TennCare MCO. These services can be provided in-person or via teletherapy and may include (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, (ii) "educational" services (as requested) not covered by TennCare MCOs or other insurance companies.
- (c) For any such clinical School Pay services, Cumberland County Schools will pay:
  - i. **\$75.00 per hour** for speech-language therapy services (or **\$18.75 for any 15-minute** increment thereof)

5. Sidekick will submit monthly invoices for mileage reimbursements with the Cumberland County Schools agreeing to reimburse Sidekick within 30 days of the date of receipt of the invoice

6. Sidekick agrees to provide professional liability coverage for its employees serving Cumberland County Schools during the term of this agreement.

7. Cumberland County Schools will provide Sidekick with consent forms to begin the process of determining if students qualify for services. Cumberland County Schools will provide services until notification has been provided by Sidekick that eligibility in TennCare is legitimate and has been approved for authorization. Cumberland County Schools will furnish Sidekick with each student's IEP (a copy) goals by the start of the school year, so that the goals are clearly communicated to Sidekick's staff.

8. Sidekick shall submit to the Cumberland County Schools reports specifying the progress of each child in achieving the short term objectives specified in his/her IEP. Sidekick will update goals and objectives for each student served, at least, every nine weeks or as deemed necessary on Cumberland County Schools forms. There will be no charge for progress reports prepared for TennCare-covered students.

9. Sidekick will be responsible for all TennCare paperwork of qualifying children.

10. Cumberland County Schools agrees that, should a child's speech-language therapy sessions submitted to TennCare be denied for eligibility or changing TennCare carriers that they will reimburse Sidekick at \$20.00 per session for no more than 5 such sessions per child. Sidekick will immediately stop serving such children if, for any reason, there is a denial of their TennCare coverage, and it will be Cumberland County Schools' responsibility to have its own Therapist incorporate such child into their school caseload.

11.

(a) Sidekick shall require all current employees providing services to the Cumberland County Schools under this contract to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.

(b) Sidekick will not allow an employee providing services to the Cumberland County Schools under this contract 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.

(c) Sidekick shall not allow an employee providing services to the Cumberland County Schools under this contract to come in direct contact with school children or with 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 the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 - 2002.

12. Sidekick agrees to hold the Cumberland County Schools harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by Sidekick, including the use of materials provided by Sidekick for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of the Cumberland County Schools. Any obligation of Sidekick to indemnify and hold the Cumberland County Schools harmless is limited to the terms of Sidekick's applicable liability insurance.

13. With respect to services provided by Sidekick to school children under this contract, Cumberland County Schools and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending schools of the Cumberland County Schools shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to the Cumberland County Schools under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. In the event Cumberland County Schools identifies a student with an IEP, who requires teletherapy services from a Therapist, Cumberland County Schools may request that Sidekick provide teletherapy services to that student in the home or in school. Consistent with students who are seen in-person in school, Sidekick will charge TennCare (in the case of a student covered by TennCare) or will charge Cumberland County Schools (in the case of a student not covered by TennCare) for these teletherapy sessions. For students seen by Sidekick via teletherapy, Sidekick will not charge Cumberland County Schools additional charges beyond what is listed and applicable under this Agreement between Cumberland County Schools and Sidekick for the school year. Sidekick will submit monthly invoices for teletherapy services rendered, with the Cumberland County Schools agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice.

If Cumberland County Schools wishes for its own Therapists to use Sidekick's Cue teletherapy platform, Sidekick will provide such access at \$55 per therapist per month.

15. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically or administratively impracticable or difficult of performance (a "Law Change"), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the

adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to meet such requirements are not commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A "Law Change" also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization ("MCO") or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

16. Cumberland County Schools will not employ or receive services, either directly or indirectly (including services provided through a third party), from any Therapist or SLP formerly employed by Sidekick for one year following the termination or expiration of this Agreement or cessation of such Therapist's employment with Sidekick, whichever is earlier.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

18. Cumberland County Schools acknowledges that Sidekick is recruiting and assigning Therapists in anticipation that they will be providing services to school system for the entire public school year and that this agreement will continue for the entire school year. Accordingly, in the event of a breach of this Agreement, either party (the "Sending Party") may terminate this Agreement, provided the Sending Party (i) has given the other party (the "Receiving Party") prior written notice sent by first class registered or certified mail (return receipt requested) detailing the basis for the proposed termination and specifying the scheduled termination date, and (ii) has given the Receiving Party an opportunity to provide a reasonable remedy or cure within 10 business days after receipt of the notice. If the Receiving Party fails to provide a reasonable remedy or cure, then the Agreement will terminate, and if the cause is remedied or cured to within 10 business days to the reasonable satisfaction of the Sending Party, then the notice will be deemed to be withdrawn and the contract will continue as if no notice had been given. The parties agree to work together in good faith to effect a remedy or cure of any matter that is the subject of a notice pursuant to this paragraph and to keep the other party fully informed: regarding the Receiving Party's corrective action plan, the status of any corrective actions by the Receiving Party, and whether the planned or completed corrective actions are reasonably satisfactory to the Sending Party.

19. Sidekick and Cumberland County Schools agree to work cooperatively and maintain open communications so that any concerns, questions, or issues ("Issue") that may arise are identified, promptly communicated to the other party, and resolved through discussions and corrective action. If any Issue arises, the affected party (the "Affected Party") will promptly send an email to the other party (the "Receiver") describing the matter and requesting the Receiver to take corrective action as expeditiously as practicable. Upon completion of the corrective action, the Receiver will send a "close out" email to the Affected Party, confirming that corrective action has been taken. The Issue will be considered resolved unless Affected Party sends a reply email to the Receiver within 15 days stating that the Issue remains unresolved, in which case the parties will consult regarding the resolution of the Issue.

20. **DISCRIMINATION:** No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by Sidekick or the Cumberland County Schools, it being the intention of Sidekick and the Cumberland County Schools to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964.

Sidekick shall not discriminate on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other status protected under federal, state, or local law.

[signatures follow]

In Witness Whereof:

\_\_\_\_\_  
Dr. Ina Maxwell  
Director of Schools  
Cumberland County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marlene Holton, Director  
Special Education  
Cumberland County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin D. Graham, President  
Deborah L. Curlee Communication Consultants, LLC  
d/b/a Sidekick Therapy Partners

\_\_\_\_\_  
Date

Occupational Therapy Services  
Karyn Henderson, OTR/L  
138 Eagle Point Drive  
Rockwood, TN 37854  
(865)310-3013

4-7-2022

RE: Proposal for contract with Cumberland County School System for Occupational Therapy services provided by Karyn Henderson dba Global Therapies for the 2022-2023 school year.

1. Rate of compensation for services shall be both for school and 504 billed treatments at \$78 per hour for occupational therapists and \$58 per hour for occupational therapy assistants for delivery of all occupational therapy services including but not limited to: teletherapy, direct treatment, evaluations, re-assessments, consultation, file review, observation in classroom, attendance in scheduled meetings, IEP goal writing and reviews, in-services, documentation time, evaluation write-up time, and supervisory visits.
2. Medically approved treatments will be submitted and billed to TN Care after appropriate paper work and doctor referrals are provided and any pre-authorizations from the insurance which will be submitted by Cumberland County staff. All paperwork including yearly updated doctor referrals, TennCare releases, and patient information is required for insurance prior to billing. Any denials from the insurance will be resubmitted for billing to the school.
3. Payments to Karyn Henderson dba Global Therapies shall be made monthly according to the rates set out above, but only after an invoice is submitted and services are satisfactorily completed and documented. Monthly attendance forms will be uploaded.
4. Adequate space, evaluation materials, treatment materials and photo copying will be provided by the school system as needed.
5. Terms of this contract shall be from the first day of school until the last for the 2022-2023 school year, including summer therapy as needed to prevent regression of skills for 2023 summer.
6. This contract may be terminated by either party by giving written notice to the other at least sixty days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for work completed as of termination date.

*Karyn Henderson, OTR/L*

4-7-2022

\_\_\_\_\_

Cumberland County Schools

\_\_\_\_\_

Date

## MEMORANDUM OF AGREEMENT

- A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Project B.A.S.I.C. at Glenn Martin Elementary, to begin during the 2022-2023 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as "VBHCS") and Cumberland County School District, each referred to as the "Party" and collectively as the "Parties" herein.
- B. By this agreement, both Parties understand and affirm that:
1. Project B.A.S.I.C. (Better Attitudes and Skills in Children) is a school-based mental health early intervention and prevention program based on the Pyramid Model framework which seeks to encourage the healthy psychological and social development of elementary school-aged children, with a special focus on children in Kindergarten through Third grade. Program activities provided by a Child Development Specialist (CDS) include: mental health education, early identification of mental health concerns, referrals to community service providers, teacher consultation in Pyramid Model practices, and a school climate enhancement project. All Project B.A.S.I.C. services are provided at no charge to service recipients.
  2. Project B.A.S.I.C. is a program of VBHCS which assumes responsibility of services and the actions of agency staff assigned to the program.
  3. Project B.A.S.I.C. shall conduct twelve mental health curriculum presentations in each K-3 classroom that promote social-emotional literacy and skills. This service will be provided by the CDS in compliance with accepted educational practice and with regard to the instructional needs of Glenn Martin Elementary. These presentations are ideally held in the classroom setting with the teacher present. The CDS is not a teacher and should not be expected to hold a regular spot within the specials rotation.
  4. Project B.A.S.I.C. shall provide support and other educational opportunities to individuals and/or small groups of students in grades K-3 at Glenn Martin Elementary in order to assist in developing effective coping skills, to assess for potential Serious Emotional Disturbances (SED), and/or to improve social-emotional skills. The CDS will only provide individual support to a student when the CDS has received a referral for the student and has obtained parent permission. The only exception to this is in the event of a one-time crisis contact. These services shall be provided on the premises of the school.
  5. Project B.A.S.I.C. shall provide individual or group consultation on Pyramid Model practices to the teachers and staff of Glenn Martin Elementary in order to increase their ability to more effectively support students who have or at risk of developing an SED. Consultation can be child-focused, providing strategies to assist teachers in supporting individual children with problematic behaviors, or classroom-focused, building teachers' capacity to manage challenging behaviors within the classroom. The CDS is meant to provide support to teachers and school staff through these consultations in order to increase their skills. Consultation sessions are not meant to evaluate teaching ability.
  6. Project B.A.S.I.C. shall provide assessment and referral services for students at Glenn Martin Elementary who are referred to the program and are at-risk of developing a Serious Emotional Disturbance (SED). This service shall be provided on the premises of the school.

7. Protection of the privacy of the individual is an obligation in the conduct of Project B.A.S.I.C. Therefore, transactions between the CDS and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.
8. Project B.A.S.I.C. is intended to enhance the school service of Glenn Martin Elementary and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Project B.A.S.I.C. is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Cumberland County School District agrees that:

1. The CDS assigned to Project B.A.S.I.C. will have access to the building and campus of Glenn Martin Elementary subject to the same usual regulations for school staff.
2. The staff of Glenn Martin Elementary will coordinate scheduling of classroom activities with Project B.A.S.I.C. staff.
3. Teachers of Glenn Martin Elementary may refer students for services directly to Project B.A.S.I.C. staff.
4. The initial meeting between the CDS and a student of Glenn Martin Elementary requires parental permission, except in the case of an emergency or crisis. If additional meetings between the CDS and student are requested by school staff or the student after a crisis, the student must be referred to the CDS and the CDS must obtain parent permission before additional meetings can occur.
5. Students may be released from class to receive services from Project B.A.S.I.C. staff at the teacher's discretion.
6. The principal of Glenn Martin Elementary may provide Project B.A.S.I.C. staff with information about student grades and attendance after the CDS has obtained parent permission for services, if such information is necessary to assessment of the student's need for services by Project B.A.S.I.C. and the confidentiality of the information is protected.
7. An appropriate location at Glenn Martin Elementary including a confidential work space and furnishings, if possible, will be provided for use by the CDS in provision of program services including: individual meetings with students, consultations with teachers/school staff, and other program responsibilities.
8. Project B.A.S.I.C. staff will have access to school telephones to place and receive toll-free calls, provided such use is courteous and reasonable.
9. Project B.A.S.I.C. staff will supply their own materials, but would appreciate the use of school equipment.
10. At the beginning of the school year, the Principal will schedule a time for the CDS to conduct a briefing about Project B.A.S.I.C. for all staff of Glenn Martin Elementary. The briefing will include an introduction of the employee assigned to the project, an overview of the Project B.A.S.I.C. program, role and responsibilities of the CDS, program expectations, and an explanation of services to be provided to both students and teachers.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Child Development Specialist (CDS) to conduct all Project B.A.S.I.C. services at Glenn Martin Elementary.
2. VBHCS will make the CDS available on the premises of Glenn Martin Elementary at least four days per week except in the case of school holidays, holidays at VBHCS, meetings or trainings related to Project B.A.S.I.C., or short-term illness of the CDS.
3. VBHCS will provide adequate liability insurance coverage for the activities of the CDS.
4. The CDS shall be responsible to the principal of Glenn Martin Elementary for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the CDS' direct clinical supervisor at VBHCS, and to the appropriate Regional B.A.S.I.C. Coordinator.
5. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
6. The CDS will obtain parental permission as necessary to the delivery of services to students.
7. The agency will provide the CDS with adequate supplies for the conduct of all Project B.A.S.I.C. services.
8. There exists the possibility of confusion of Project B.A.S.I.C. services with school services because of its location on campus. Therefore, all communications by VBHCS, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a program of VBHCS.
9. All news releases about operation of Project B.A.S.I.C. at Glenn Martin Elementary will be submitted to the Principal for review of accuracy prior to publication.
10. The Vice President of Specialized Grants and Services, his/her designee to coordinate operations of Project B.A.S.I.C., and the Regional Coordinator for Project B.A.S.I.C. shall monitor the program at Glenn Martin Elementary to assure effective, professional operations and shall be available to Glenn Martin Elementary to resolve any related conflicts.
11. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. This agreement shall be in effect upon signature of the responsible agents of VBHCS and Cumberland County School District and Glenn Martin Elementary until cancellation. Either Party may cancel the agreement after transmission of a written declaration of intent to the other at least 30 days prior to the effective date of cancellation.

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 Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; 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 agreement 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' protected health information (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 agreement if they determine that either Party has violated a material term of the agreement.

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 Agreement, (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 agreement.

**APPROPRIATE USE AND DISCLOSURES OF PHI:**

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation’ means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

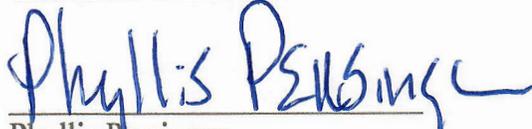
**IN WITNESS WHEREOF**, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

CUMBERLAND COUNTY BOARD  
OF EDUCATION

\_\_\_\_\_  
Ina Maxwell  
Director of Schools

DATE \_\_\_\_\_

VOLUNTEER BEHAVIORAL  
HEALTH CARE SYSTEM

  
\_\_\_\_\_  
Phyllis Persinger  
President/CEO

DATE 5/25/22

\_\_\_\_\_  
Christie VanWinkle  
Principal- Glenn Martin Elementary

DATE \_\_\_\_\_

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Volunteer Behavioral Health Care System**  
**And**  
**Cumberland County Board of Education**

- A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Positive Action prevention program at participating Cumberland County Schools, to begin during the 2022-2023 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as “VBHCS”) and Cumberland County School District, each referred to as the “Party” and collectively as the “Parties” herein.
- B. By this agreement, both parties understand and affirm that:
1. Positive Action prevention program is a school-based alcohol and drug abuse prevention program based on the philosophy that when we think positive thoughts and have positive feelings about ourselves, we will make positive decisions; and our actions in our daily life will be positive. The program can serve students from grade 4 to grade 12 in school and court settings. Program activities provided by a trained Positive Action Prevention Specialist (PS) include classroom group settings and/or virtual group activities focusing on mental health education, life skills, alcohol and drug abuse education, and other social skills lessons to build resiliency among our children and youth. All Positive Action services are provided at no charge to service recipients.
  2. Positive Action is a program of VBHCS, which assumes responsibility for services and the actions of agency staff assigned to the program. Positive Action staff will pass a background check agreeable to both parties at the expense of VBHCS.
  3. Positive Action program recommends a minimum of twelve (12) hours of service for each group/participant. The group sessions can range from 30-minute sessions to 90-minute sessions in a school or court setting. The specialists will conduct lessons in person or virtually using the Positive Action Curriculum, which is an evidence-based curriculum. This service will be provided by the PS in compliance with accepted educational practices and with regard to the instructional needs of Cumberland County School District. These presentations are ideally held in the classroom setting with the teacher present, but under the COVID-19 restrictions, services can be provided virtually through email, google classroom, lesson packets, or other methods the school requests. Final implementation timeline of the program will be determined through collaboration with site administration and/or staff designated by site administration.
  4. The Positive Action program is allowed into Cumberland County School District classrooms, however each school site principal reserves the right to allow or deny the program into their school.

5. The Positive Action program will not interfere with and/or take away from instructional time for tested subjects.
6. Parental consent must be obtained for each potential group participant. If written consent cannot be obtained due to COVID-19 restrictions, verbal consent from the parent to the child's teacher, school counselor, or other designated school staff is allowed. If consent is given verbally, the Positive Action staff must have documentation supporting the verbal consent (email confirmation, written date and time by school staff accepting consent).
7. Protection of the privacy of the individual is an obligation in the conduct of Positive Action Prevention Specialists. Therefore, all transactions between the Prevention Specialist and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.
8. Positive Action program is intended to enhance the school service of participating schools and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
9. Operation of Positive Action prevention program is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Cumberland County School District agrees that:

1. The PS assigned to Positive Action will have access to the building and campus of participating schools, subject to the same usual regulations for school staff.
2. The staff of participating schools will coordinate scheduling of classroom activities with Positive Action staff in accordance with program session details listed in Section B.3. of this Agreement.
3. All students participating in the Positive Action Program require parental permission. Parental consent forms will be collected before the program begins.
4. Students may be released from class to receive services from Positive Action staff at the teacher's discretion.
5. At the beginning of the school year, the principal will schedule a time for the PS to conduct a briefing about Positive Action for all staff of participating schools. The briefing will include an introduction of the PS, an overview of the Positive Action program, role and responsibilities of the PS, program expectations, and an explanation of services to be provided.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Prevention Specialist (PS) to conduct all Positive Action services at participating schools.
2. VBHCS will provide adequate liability insurance coverage for the activities of the PS.
3. The PS shall be responsible to the principal of participating schools for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the PS' direct clinical supervisor and program director at VBHCS.
4. The PS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
5. The PS will obtain parental permission as necessary to the delivery of services to students.
6. The agency will provide the PS with adequate supplies for the conduct of all Positive Action services.
7. There exists the possibility of confusion of Positive Action services with school services because of its location on campus. Therefore, all communications by VBHCS, the PS, and other agency staff shall clearly represent Positive Action as a program of VBHCS.
8. All news releases about the operation of Positive Action at participating schools will be submitted to the principal for review of accuracy prior to publication.
9. The Vice President of Specialized Grants and Services and their designee to coordinate operations of Positive Action shall monitor the program at participating schools to assure effective, professional operations and shall be available to participating schools to resolve any related conflicts.
10. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. **TERM AND TERMINATION OF MOA:** The term of this Agreement is for the period starting date of signage and ending June 30, 2023. At the end of this initial term, and annually for each year following, this MOA will automatically renew for one year unless either party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOA may be revised in accordance with each organization's need if both Parties are in agreement of such revisions. This MOA may be amended only by an instrument in writing signed by the Parties hereto.

- 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 Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; 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 agreement 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' protected health information (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 agreement if they determine that either Party has violated a material term of the agreement.

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 Agreement, (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 agreement.

**APPROPRIATE USE AND DISCLOSURES OF PHI:**

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System ("data aggregation" means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

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

CUMBERLAND COUNTY BOARD  
OF EDUCATION

\_\_\_\_\_  
Ina Maxwell  
Director of Schools

DATE \_\_\_\_\_

VOLUNTEER BEHAVIORAL  
HEALTH CARE SYSTEM

*Phyllis Persinger*  
\_\_\_\_\_  
Phyllis Persinger  
President/CEO

DATE 5/25/22

**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. The 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 HIPAA 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 Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; 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 agreement 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' protected health information (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 agreement if they determine that either Party has violated a material term of the agreement.

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.

**APPROPRIATE USE AND DISCLOSURES OF PHI:**

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System ("data aggregation" means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

- H. TERM AND TERMINATION:** This MOU is valid for the 2022- 2023 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.

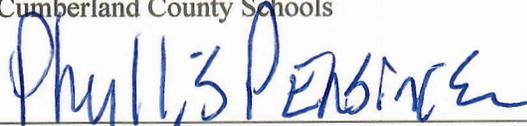
IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

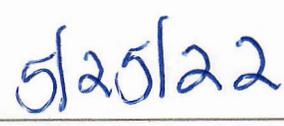
\_\_\_\_\_  
Jim Inman, Chair of the Board  
Cumberland County Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ina Maxwell, Director of Schools  
Cumberland County Schools

\_\_\_\_\_  
Date





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

\_\_\_\_\_  
Date

**Memorandum of Understanding  
Between  
Volunteer Behavioral Health Care System  
And  
Cumberland County Board of Education**

**This Memorandum of Understanding (MOU)** documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as “VBHCS,” and the Cumberland County Board of Education, hereinafter referred to as “Cumberland Board of Education” or “Cumberland County Schools,” each individually as the “Party” and collectively as the “Parties.”

**Whereas**, VBHCS desires to enter into a Memorandum of Understanding with the Cumberland Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Cumberland County Schools.

**Now Therefore**, the Parties hereto understand and agree as follows:

**A. PARTIES**

This Memorandum of Understanding between VBHCS will establish a working relationship to make the described services easily accessible for Cumberland County Schools’ students by offering services on site at participating 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 Board of Education in serving the school employees and students, in accordance with the Scope of Services: School Based Behavioral Health Liaisons, hereinafter referred to as “SBBHL Scope of Services,” and included as Attachment A to this agreement.

**C. AUTHORITIES**

VBHCS will serve as the lead agency collaborative with the Cumberland Board of Education. The Vice President of Grant Services will provide oversight for VBHCS. The Cumberland County Schools Mental Health Coordination Team will provide oversight for the Cumberland Board of Education.

## D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the 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.

1. VBHCS's SBBHL program will provide a 1 FTE Liaison who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have either
  - a. At least a Master's degree in the Behavioral Sciences (e.g. social work, counseling, or psychology) and experience working in a school setting, or
  - b. At least a Bachelor's degree in the Behavioral Sciences, and experience working within a school-type setting; and a minimum of two (2) years' experience with mental health.

Note: VBHCS is required to get approval from grant management at TDMHSAS before opening a position to Bachelor's level applicants.
2. The liaison will promote trauma informed approaches and aim to assist in the prevention and mitigation of the impact of adverse childhood experiences (ACEs) while upholding the System of Care core values and principles.
3. The SBBHL will provide the following services to teachers and students of the participating school(s) (with parental consent when appropriate, as described below).
  - a. Face-to-Face consultation with classroom teachers to assist in creating a positive, trauma-informed classroom that enhances the learning environment and assists the teacher in developing effective, trauma-informed behavior responses;
  - b. Training to school personnel regarding a variety of mental health and substance abuse topics;
  - c. Liaison services to include communication between the school and students' family to build open lines of communication and home-school partnerships. This can include assisting in the IEP process when requested;
  - d. Information and support for school personnel in navigating the local behavioral health system (including crisis services);
  - e. Direct therapeutic services and support opportunities to students that include individual student consultations/interventions to assist in building positive coping and de-escalation skills and at least one group activity offered that may cover a variety of behavioral health topics;
  - f. One or more "School Climate Activity" per school each year, approved by school administration, to be an ongoing or repeated project which aims to positively impact the school environment;
  - g. Assistance with referrals as appropriate for students with further needs, whether within or outside of the school setting, including but not limited to clinical mental health services;
  - h. Other services or participation as required to fulfill the SBBHL Scope of Services (Attachment A) for the academic year.

## 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. VBHCS shall:
  - a. Provide 1 FTE of a qualified staff person to conduct all program services as SBBHL for the participating school(s) in Cumberland County Schools.
  - b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
  - c. Ensure that the SBBHL will be available on the premises of a participating school during the majority of regular school hours, as scheduled.
    - i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
    - ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.
  - d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
  - e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.
2. Cumberland Board of Education shall:
  - a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.
    - i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
    - ii. Ensure that these data are provided in time for the State's reporting deadlines:
      - Demographics for the student body are required by the end of August for a new/current school year.
      - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.
  - b. Provide access and space within participating school premises for use of SBBHL, to

include:

- i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
  - ii. An office or meeting space that allows for confidential counseling with individual students, supplied for enough time to meet the demands of students within the school;
  - iii. A space which can be used for psychoeducational groups when scheduled;
  - iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).
- c. Provide and maintain internet access which can be accessed by the Liaisons while on site.
  - d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.
  - e. Allow or assist with access to faculty through participation in staff meetings and/or professional development and related events, as well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.
  - f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.

## **F. METHODS OF COOPERATION**

1. Close ties will be maintained via on-site consultations, meetings, telephone, e-mail, and/or fax between the VBHCS staff and Cumberland County Schools' staff for the purpose of communication. Both Parties commit to ongoing dialogue regarding program outcomes and need for improvement.
2. Staff at both the VBHCS and Cumberland Board of Education will work together in every way to promote the MOU in order to provide school based mental health services to students. The SBBHL is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
3. The SBBHL shall work with the school to ensure that guardian permission is obtained for services and supports when applicable per state and federal law requirements.
4. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, gender, sexual orientation, or which is in violation of any applicable laws.
5. VBHCS ensures total quality management of therapeutic protocols during the provision of care and program implementation.
6. Operational Guidelines: VBHCS follows the Commission on Accreditation of Rehabilitative Facilities (CARF) guidelines and recommendations for its mental health services.

## **G. 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.

## **H. 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 Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; 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 agreement 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' protected health information (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 agreement if they determine that either Party has violated a material term of the agreement.

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 Agreement, (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 agreement.

#### **APPROPRIATE USE AND DISCLOSURES OF PHI:**

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System (“data aggregation” means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

#### **I. TERM AND TERMINATION OF MOU**

The term of this Memorandum of Understanding is for the period starting date of signage and ending June 30, 2023. At the end of this initial term, and annually for each year following, this MOU will automatically renew for one year unless either Party terminates the agreement 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 are in agreement of such revisions.

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

#### **J. INDEMNIFICATION**

VBHCS shall indemnify, defend, save, and hold harmless the Cumberland Board of Education 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 the Cumberland Board of Education its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

The Cumberland Board of Education 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.

#### **K. INSURANCE**

VBHCS shall secure and keep in force during the term of this agreement 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.

#### **L. 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.

#### **M. RESOLVING DISPUTES**

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation. No disputes will be settled in court.

#### **N. GENERAL**

1. This MOU, which contains the entire understanding of the Parties and shall be construed and enforced according to the laws of Tennessee, supersedes any and all prior understandings and arrangements and cannot be amended orally.
2. 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 agreement 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 agreement and had an opportunity to review this MOU with legal counsel.

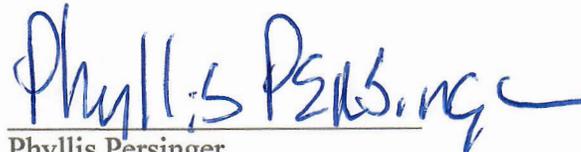
4. Attorney Fees. Each Party shall be responsible for their respective attorney fees.

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

CUMBERLAND COUNTY BOARD  
OF EDUCATION

VOLUNTEER BEHAVIORAL  
HEALTH CARE SYSTEM

\_\_\_\_\_  
Dr. Ina Maxwell  
Director of Schools

  
\_\_\_\_\_  
Phyllis Persinger  
CEO/President

DATE \_\_\_\_\_

DATE 5/25/22

# MEMORANDUM OF UNDERSTANDING BETWEEN CUMBERLAND COUNTY SCHOOLS & CENTERSTONE OF TENNESSEE

Cumberland County Schools agrees to enter into a one-year agreement with the school-based therapy division of Centerstone of Tennessee, Inc. Centerstone will employ staff that will provide school-based therapy (mental health services) at designated sites within Cumberland County Schools as agreed upon by both parties. The staff will consist of Centerstone employee(s) and will have training and qualifications to work effectively with school age children who have emotional and behavioral challenges.

This MOU is valid from 08/01/2022 through 08/01/2023. During this period modifications can be made through mutual agreement between parties that is appropriately documented in writing.

## Centerstone will:

- Provide therapist(s) to serve the Cumberland County Schools (any change from part-time to full-time status and/or number of staff will be determined by need, and the maintenance of individual positions will be contingent upon the therapist maintaining a full caseload).
- When client referrals are made by an agency and/or individual outside of the school system and will be provided services within Cumberland County Schools, Centerstone therapist(s) will consult/collaborate with the school counselor(s) prior to adding the client to their caseload.
- Provide administrative and clinical supervision for unlicensed school-based therapist(s) weekly.
- Provide liability insurance as required by law.
- Facilitate access and referrals to other clinic and/or community-based services.
- Provide individual and/or family therapy services (group therapy may also be provided on occasion to some identified clients as clinically appropriate and at the discretion of Centerstone and Cumberland County Schools).
- Centerstone therapist(s) will deliver in-person counseling sessions to students who have opted to participate in Centerstone counseling services.
  - Face-to-face sessions will be the sole method of care when therapists and/or client(s) utilize Cumberland County Schools facilities to conduct counseling sessions.
  - 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.
  - Any telehealth service rendered will be conducted in accordance with all relevant statutes within Tennessee Code Annotated, applicable licensure rules and

regulations formulated by the Tennessee Department of Mental Health and Substance Abuse Services, and Centerstone's Policies and Procedures.

- Conduct home visits as needed.
- Will communicate with designated school staff as needed related to their individual client needs.
- Safeguard all rights of the client as legally and ethically required.
- Coordinate services between the client's mental health provider(s) and other pertinent community staff.
- Communicate with parents/guardians regarding their client's behavior as necessary.
- Keep all documentation (progress notes, care plans, assessments) in Centerstone's electronic medical record.
- Ensure staff have access to a cell phone and laptop.
- 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 Centerstone therapist(s) will follow their own protocols, as well those of Cumberland County Schools. In addition, the therapist will immediately notify the school counselor or safe schools counselor.
- Each Centerstone therapist(s) will agree to follow Cumberland County School's Mental Health Protocols ([Exhibit A](#)) and Procedures for School Based Therapy Sessions ([Exhibit B](#)).
- Centerstone will be subject to any new procedures and/or Board Policies deemed appropriate by Cumberland County Schools.
- Each Centerstone therapist(s) will comply with Cumberland County School's child abuse reporting procedures 6.409 ([Exhibit C](#)) and must report suspected child abuse to the schools child abuse coordinator, school contacts can be found [HERE](#).
- Centerstone will obtain permission from parent/legal guardian before providing counseling services within Cumberland County Schools to any student under 18 years of age.

Cumberland County Schools will:

- Provide a suitable private space for individual in-person therapy sessions.
- Develop a referral system for Centerstone school-based therapy services.
- Provide feedback on the performance of the school-based therapist as requested.
- Include Centerstone Therapist(s) in school based meetings for their client(s) at the request of the legal parent/guardian and/or at the discretion of Cumberland County Schools.

Centerstone's school-based therapist(s) hired to work within Cumberland 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 Cumberland County Schools hiring policies, and Centerstone will be able to produce the required documentation if requested.

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

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

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Date

---

Ina Maxwell, Director of Schools  
Cumberland County

---

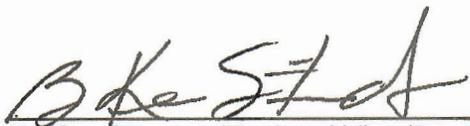
Date

---

B. Ken Stewart, Regional Vice President  
Centerstone

---

Date



---

B. Ken Stewart, Regional Vice President  
Centerstone

5-26-22

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Date

# Cumberland County Board of Education

## SUMMARY FINANCIAL STATEMENT

May 31, 2022

### 141 GENERAL PURPOSE SCHOOL FUND

#### ACCT. DESCRIPTION

	Budget	Actual May	Total YTD	% of Budget
<b>REVENUES</b>				
40110 Current Property Tax	\$ 5,609,514	\$ 21,317	\$ 5,625,435	100%
40120 Trustee's Collections - Prior Year	\$ 142,482	\$ 546	\$ 220,227	155%
40130 Cir Clk/Clk & Master Coll. Pr. Yr.	\$ 111,941	\$ 23,781	\$ 80,462	72%
40140 Interest and Penalty	\$ 95,142	\$ 16,835	\$ 88,244	93%
40210 Local Option Sales Tax	\$ 12,686,980	\$ 1,264,206	\$ 11,291,023	89%
40270 Business Tax	\$ 4,371	\$ 423	\$ 3,869	89%
40275 Mixed Drink Sales	\$ 64,570	\$ -	\$ 55,282	86%
43517 Tuition - Other	\$ 110,000	\$ 9,790	\$ 99,464	90%
43570 Receipts from Individual Schools	\$ 40,000	\$ 37,455	\$ 88,867	222%
43990 Other Charges for Services Dual Credit	\$ 26,000	\$ 10,056	\$ 30,167	116%
44120 Lease/Rentals	\$ 8,000	\$ -	\$ 4,228	53%
44145 Sale of Surplus Materials	\$ 7,000	\$ 673	\$ 3,485	50%
44170 Miscellaneous Refunds	\$ 266,992	\$ (40,940)	\$ 256,092	96%
44540 Sale of Property	\$ -	\$ 38,278	\$ 42,532	0%
44560 Damages Recovered from Individuals	\$ 1,000	\$ 37	\$ 415	42%
44570 Contributions and Gifts	\$ 15,000	\$ -	\$ 40,220	268%
44990 Other Local Revenue	\$ 14,000	\$ 2,117	\$ 16,282	116%
46511 Basic Education Program	\$ 35,390,000	\$ -	\$ 31,888,800	90%
46515 Early Childhood Education	\$ 1,059,450	\$ 122,254	\$ 886,861	84%
46590 Other State Education Funds	\$ 1,594,464	\$ -	\$ 537,323	34%
46591 Coordinated School Health	\$ 100,000	\$ 15,312	\$ 83,353	83%
46594 Family Resource Centers	\$ 29,611	\$ -	\$ 27,294	92%
46610 Career Ladder Program	\$ 117,000	\$ 43,130	\$ 95,343	81%
46640 Vocational Equipment	\$ 36,701	\$ -	\$ 36,701	100%
46981 Safe Schools	\$ 133,651	\$ -	\$ 68,696	51%
47143 Education of the Handicapped Act	\$ -	\$ -	\$ 20,704	0%
47309 Covid-19 Grant D	\$ 51,000	\$ -	\$ 51,000	0%
47590 Other Federal Through State	\$ 57,096	\$ -	\$ -	0%
48610 Donations	\$ 5,000	\$ -	\$ -	0%
49700 Insurance Recovery	\$ -	\$ -	\$ -	0%
<b>TOTAL REVENUES</b>	<b>\$ 57,776,964</b>	<b>\$ 1,565,269</b>	<b>\$ 51,642,368</b>	<b>89%</b>

<b>EXPENDITURES</b>	<b>Budget</b>	<b>Actual May</b>	<b>Total YTD</b>	<b>% of Budget</b>
71100 Regular Instruction Program	\$ 28,181,115	\$ 2,273,563	\$ 21,986,174	78%
71150 Alternate Instruction Program	\$ 261,916	\$ 20,396	\$ 216,064	82%
71200 Special Education Program	\$ 3,410,379	\$ 277,859	\$ 2,817,291	83%
71300 Vocational Education Program	\$ 3,244,163	\$ 262,711	\$ 2,685,116	83%
71400 Student Body Education Program	\$ 508,211	\$ 98,469	\$ 444,183	87%
72110 Attendance	\$ 216,624	\$ 12,842	\$ 156,679	72%
72120 Health Services	\$ 627,426	\$ 47,947	\$ 472,284	75%
72130 Other Student Support	\$ 1,481,266	\$ 108,901	\$ 1,132,160	76%
72210 Regular Instruction Program	\$ 1,233,433	\$ 81,055	\$ 1,025,439	83%
72220 Special Education Program	\$ 743,689	\$ 50,118	\$ 584,430	79%
72230 Vocational Education Program	\$ 393,029	\$ 35,928	\$ 333,095	85%
72250 Technology	\$ 1,204,777	\$ 67,811	\$ 1,062,105	88%
72310 Board of Education	\$ 1,185,117	\$ 48,010	\$ 972,819	82%
72320 Office of the Director	\$ 287,106	\$ 21,440	\$ 242,446	84%
72410 Office of the Principal	\$ 4,291,486	\$ 334,138	\$ 3,430,695	80%
72510 Fiscal Services	\$ 188,767	\$ 28,332	\$ 161,999	86%
72520 Human Services/Personnel	\$ 191,229	\$ 17,184	\$ 167,080	87%
72610 Operation of Plant	\$ 5,466,793	\$ 360,738	\$ 4,439,684	81%
72620 Maintenance of Plant	\$ 2,504,190	\$ 114,358	\$ 680,237	27%
72710 Transportation	\$ 3,565,657	\$ 229,273	\$ 2,257,681	63%
73300 Community Services	\$ 253,553	\$ 9,261	\$ 101,925	40%
73400 Pre School	\$ 1,192,092	\$ 100,279	\$ 1,006,907	84%
76100 Regular Capital Outlay	\$ 310,000	\$ 25,764	\$ 160,515	52%
82130 Debt Services Principal	\$ 281,256	\$ -	\$ 281,256	100%
82230 Debt Services Interest	\$ 11,640	\$ -	\$ 11,640	100%
<b>TOTAL EXPENDITURES</b>	<b>\$ 61,234,913</b>	<b>\$ 4,626,378</b>	<b>\$ 46,829,904</b>	<b>76%</b>

BOE APPROVED: NO COMMISSION ACTION REQUIRED  
RESOLUTION # \_\_\_\_\_  
Cumberland County, Tennessee  
Federal Program School Fund

WHEREAS, the Federal BBLC grant budget requires revision to move expenditures to the proper line per state requirement.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this \_\_\_\_ day of \_\_\_\_\_, 2022, that the following budget amendment be adopted:

---

Federal BBLC Grant Budget Amendment

Decrease Expenditures:

142-891-71200-429	<i>Instructional Supplies and Materials</i>	\$ 800.00
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Increase Expenditures:

142-891-71200-207	Medical Insurance	\$ 800.00
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SPONSORED BY:

APPROVED BY:

\_\_\_\_\_  
BOE Member

\_\_\_\_\_  
Chairman of the Board

ATTEST:

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

Ayes: \_\_\_\_ Nays: \_\_\_\_ Abstain: \_\_\_\_

BOE Approved: No Commission Action Required

Amendment # \_\_\_\_\_

Cumberland County, Tennessee

Federal Programs Fund

WHEREAS, the ESSER 3.0 Software line needs to increase to fund instructional programs for addressing learning loss,

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this 23rd day of June, that the following budget amendment be adopted:

---

**ESSER 3.0 REVISION 6/23/22**

Decrease Expenditures:

142-933-71100-599	Other Charges	\$25,000.00
142-933-71100-188	Bonus Payments	\$6,000.00

**Total Decrease**

**\$31,000.00**

Increase Expenditures:

142-933-71100-471	Software	\$25,000.00
142-933-71100-189	Other Salaries & Wages	\$6,000.00

**Total Increase**

**\$31,000.00**

SPONSORED BY:

\_\_\_\_\_  
BOE Member

APPROVED BY:

\_\_\_\_\_  
Chairman of the Board

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain \_\_\_\_\_

BOE Approved: No Commission Action Required  
Amendment # \_\_\_\_\_  
Cumberland County, Tennessee  
Federal Programs Fund

WHEREAS, the Federal Consolidated Funding Application had an allocation decrease; Title V- Instructional Supplies and Materials needs to decrease.

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this \_\_\_23rd\_\_\_ day of \_\_\_June\_\_\_, that the following budget amendment be adopted:

---

**FEDERAL- Consolidated 6/23/22**

<b>Decrease Revenue</b>		
142-47148-602	Consolidated- Title V	\$1,015.40
<b>Total Decrease</b>		<b>\$1,015.40</b>
<b>Decrease Expenditures:</b>		
142-602-71100-429		\$1,015.40
	Instructional Supplies and Materials	
<b>Total Decrease</b>		<b>\$1,015.40</b>
<b>Increase Revenue</b>		
142-101-47141	Title I	\$30,562.59
<b>Total Increase</b>		<b>\$30,562.59</b>
<b>Increase Expenditures:</b>		
142-101-72210-308	Consultants	\$30,562.59
<b>Total Increase</b>		<b>\$30,562.59</b>

SPONSORED BY:

\_\_\_\_\_  
BOE Member

APPROVED BY:

\_\_\_\_\_  
Chairman of the Board

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain \_\_\_\_\_

BOE Approved: No Commission Action Required

Amendment # \_\_\_\_\_

Cumberland County, Tennessee

Federal Programs Fund

WHEREAS, the McKinney-Vento Social Security and State Retirement budget lines need to increase to provide benefits for bus drivers,

THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this   23rd   day of   June  , that the following budget amendment be adopted:

---

**McKinney- Vento REVISION 6/23/22**

Decrease Expenditures:

142-701-72710-146	Bus Drivers	\$371.76
<b>Total Decrease</b>		<b>\$371.76</b>

Increase Expenditures:

142-701-72710-201	Social Security	\$217.03
142-701-72710-204	State Retirement	\$154.73
<b>Total Increase</b>		<b>\$371.76</b>

SPONSORED BY:

\_\_\_\_\_  
BOE Member

APPROVED BY:

\_\_\_\_\_  
Chairman of the Board

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain \_\_\_\_\_

BOE Approved: No Commission Action Required  
Amendment # \_\_\_\_\_  
Cumberland County, Tennessee  
Federal Programs Fund

WHEREAS, the Turnaround Action Grant (TAG) 1.0, year-end reallocations are required to balance specific lines of the budget,  
WHEREAS, all lines of the budget are requested to end the year with positive balances,  
THEREFORE, be it resolved, by the Cumberland County Board of Education meeting on this  
\_23rd\_ day of \_\_\_\_\_ June \_\_\_\_\_, that the following budget amendment be adopted:

---

**TAG 1.0 REVISION 6/23/22**

Decrease Expenditures:		
142-173-71100-208	Dental Insurance	\$136.00
<b>Total Decrease</b>		<b>\$136.00</b>

Increase Expenditures:		
142-173-71100-207	Medical Insurance	\$136.00
<b>Total Increase</b>		<b>\$136.00</b>

SPONSORED BY:

\_\_\_\_\_  
BOE Member

APPROVED BY:

\_\_\_\_\_  
Chairman of the Board

ATTEST:

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain \_\_\_\_\_

**CENTRAL CAFETERIA FUND**  
**Line-Item Budget Amendments**

*Anthony*

WHEREAS year-end reallocations are required to balance specific lines of the budget where certain lines were under projected.

WHEREAS all lines of the budget are required to end the year with a positive balance.

THEREFORE, be it resolved that the following budget line-item amendments be approved by the Cumberland County Board of Education meeting this **23<sup>rd</sup>** day of **June**. The Cumberland County Commission does not approve line item amendments not involving wages, but a copy of the amendment will be provided to the Commission for general information.

**Increase Expenditures:**

143-73100-347 Pest Control	\$140.00	
143-73100-359 Disposal Fees	\$140.00	
143-73100-399 Other Contracted Services	\$250.00	
<b>Total Increase:</b>		<b>\$530.00</b>

**Decrease Expenditures:**

143-73100-599 Other Charges	\$530.00	
<b>Total Decrease:</b>		<b>\$530.00</b>

**SPONSORED BY:** \_\_\_\_\_  
BOE Member

**APPROVED BY:** \_\_\_\_\_  
Chairman, Board of Education

**ATTEST:** \_\_\_\_\_  
Director of Schools, Cumberland County

BOE Vote:

Ayes: \_\_\_\_ Nays: \_\_\_\_ Abstain: \_\_\_\_



2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal**

TO: Mrs. Ina Maxwell, Director of Schools  
Cumberland County Board of Education

FROM: Kelly J. Smith, Principal

DATE: June 10, 2022

RE: SMHS Volunteers

Please approve the following volunteers. The appropriate volunteer application is on file and references have been checked.

Tyler Rutherford    Level III Soccer Coach

Thank you,

A handwritten signature in blue ink that reads "Kelly J. Smith". The signature is written in a cursive, flowing style.

Kelly Smith

KJS/dms

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



***Mr. Jim Inman***  
***School Board Chairman***

**Cumberland County Board of Education**  
368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

June 13, 2022

Dr. Maxwell and Cumberland County BOE

I am seeking approval for Harlan Walker and Mark Miller as volunteer coaches for middle school softball and football respectively. Both have been fingerprinted, approved and all paperwork has been submitted and is on file.

Level III: Harlan Walker  
Mark Miller

Dean Patton  
CC AD

# *Frank P. Brown Elementary School*

---



3766 Dunbar Road  
Crossville, Tennessee 38572  
Phone (931) 788-2248  
Fax (931) 788-2554

Dr. Stephanie L. Speich  
Principal

Dr. Ina Maxwell, Director of Schools  
Cumberland County Board Of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Board Members,

Please approve the Brown Elementary Beta Club field trip to the National Beta Conference in Nashville. Our projected travel dates are June 27-29, 2021. Many of our students will benefit from this educational experience.

Thank you,

Dr. Stephanie L. Speich  
Principal  
Frank P. Brown Elementary



# Cumberland County High School

660 Stanley Street  
Crossville, TN 38555  
Telephone 931.484.6194  
Fax 931.456.6872

*Jon Hall, Principal*

hallj12@ccschools.k12tn.net

May 26, 2022

Dr. Ina Maxwell  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell,

As the football coach at Cumberland County High School, I am requesting to take our football team to camp at Tennessee Tech University, July 12-July 14. This camp is hosted by the FCA at a cost of \$1,000, which includes board and food for all of those attending. Our booster club will finance the trip.

We are requesting school transportation for the trip, which our booster club will also fund. The students will be chaperoned by two of my assistant coaches, Andrew Phipps, Brad Eich and myself.

Sincerely,



Noah Repasky, Head Coach



# Cumberland County Board of Education Administrative Procedures

Issued: July 2004	Procedure: <b>Field Trip and Excursions</b>	Policy Reference: 4.302 Exhibit B
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## Cumberland County Schools Field Trip Request

In State/Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal and received in the appropriate Director's Office 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School Cumberland Co. High School Subject/Grade Level Football (9-12)  
 Trip Requested By CCHS Football Date of Trip July 12-14  
 Destination Tennessee Tech University City Cookeville State TN  
 Departure time July 12 Return July 14 Admission per student: \$ \_\_\_\_\_  
 Special Services needed such as school nurse, handicap vehicle, etc. N/A

Please check type of Activity:

- |   |   |
|---|---|
| <input type="checkbox"/> Academic Field Trip  | <input checked="" type="checkbox"/> Competition                     |
| <input type="checkbox"/> Incentive Field Trip | <input checked="" type="checkbox"/> Sports                          |
| <input type="checkbox"/> School Clubs         | <input type="checkbox"/> Special Classroom Trip (description) _____ |
| <input type="checkbox"/> Band/Chorus          | <input type="checkbox"/> Other _____                                |

Teachers: Noah Repsky # of Students 50  
Andrew Phipps  
Brad Eich  
 Total: 3 Total: 50

Additional Chaperones (if needed) Abe Wilson

- Cafeteria notified     Purchase order requested     Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)

Neil Repsky 931-239-0645 [Signature] 5/24/04  
 Sponsoring Teacher's Signature    Cell Phone #    Principal's Signature    Date

<i>For transportation Department Only</i>			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total miles _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
Transportation Supervisor _____		Director of Schools _____	

<i>This section to be completed for out-of-state or overnight school sponsored trips only</i>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Director of Schools Signature _____	
Date of Board Approval _____	



Stone Memorial High School  
2800 Cook Road  
Crossville, TN 38571  
(931) 484-5767  
**Kelly J. Smith, Principal**

Date: June 21, 2022

To: Dr. Ina Maxwell and CCBOE Members

From: Mrs. Kelly J. Smith, SMHS Principal

Mr. Nathan O. Brown, SMHS VP/AD

Mr. Tyler Rutherford, SMHS Girls' Soccer Coach

Subject: Request for an overnight camp

Dear Dr. Maxwell and CCBOE Members,

The SMHS Girls' Soccer Team is requesting permission to travel and stay 3 nights in Maryville, Tennessee. Mr. Rutherford is our new girls' soccer coach and would like the team to have the opportunity to participate in the Maryville College Soccer Camp.

The SMHS Girls' Soccer Team will depart on July 17th and return on July 20th. There will be fifteen students and two adults on the trip. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kelly J. Smith".

Kelly J. Smith

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_

Overnight

Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMHS Subject/ Grade Level: Girls' Soccer  
 Trip Requested By: Tyler Rutherford Date of Trip: July 17-20  
 Destination: Manville College City: Manville State: TN  
 Departure Time: \_\_\_\_\_ Return: \_\_\_\_\_ Admission per student: \_\_\_\_\_

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: Tyler Rutherford - Head Soccer Coach # of Students: 15

Brittany Bilbrey - Asst. Coach/Teacher  Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 2 Total # of Students: 15

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

Sponsoring Teacher's Signature: Brittany Bilbrey Cell Phone Number: (423) 470-6025  
 Principal's Signature: [Signature] Date: 6/21/22

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____		Amount for Fuel \$ _____	
_____ Transportation Supervisor		_____ Director of Schools	

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	
Date of Board Approval: _____	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.

# Cumberland County High School

660 Stanley Street  
Crossville, TN 38555  
Telephone 931.484.6194  
Fax 931.456.6872

*Jon Hall, Principal*  
hallj12@ccschools.k12tn.net

May 31, 2022

Dr. Ina Maxwell  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell,

I recommend Cumberland County High School enter an agreement with Jostens' to provide the senior supplies and class rings for the year 2022-2023.

Jostens' is not new to our school so we are very familiar with the items they offer our students. The customer service is their strong suit and we are anxious to work with them again.

If you have questions or comments, feel free to contact me at 484-6194.

Sincerely,



Jon Hall



Chad Bone  
P.O. Box 1787  
Shelbyville, TN 37162  
931-684-6717  
Chad.bone@jostens.com

### TOTAL SERVICE PROGRAM

Chad Bone / Jostens and Cumberland County High School located in the City of Crossville, TN with the consent and approval of the Administration agree as follows:

1. Chad Bone / Jostens will provide reserved production time and materials for the manufacturing of your school's products.
2. Chad Bone / Jostens guarantees all delivered products to be free from defects in workmanship and materials and workmanship to be of the highest quality and standard described on its orders and on the invoices under which they are sold. Any defective merchandise will be repaired or replaced with no charge.
3. Based on the individual order dates, Chad Bone / Jostens agrees to deliver your school's products in a timely manner.
4. Both parties, to ensure the customer's complete satisfaction, will review this agreement annually. The annual review will include a discussion of products, prices and services.
5. Chad Bone / Jostens will extend this agreement for products listed below for school years: ~~2017-2018,~~ 2022-2023
  - Class Rings – Exclusive supplier all classes
  - Announcements and keepsakes
  - Diplomas
  - Caps and Gowns

6. Remarks: see attached bid

7. This agreement is approved by the following school officials who are so delegated by the school and whose signatures appear below:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

\_\_\_\_\_ Date

Chad Bone  
Chad Bone, Rep Signature



May 17, 2022

Cumberland County High School

Mr. Jon Hall

660 Stanley St.

Crossville, TN 38555

Mr. Hall,

Please accept the following as a bid to be a partner with Cumberland County High School in supplying their senior products for the Class of 2023.

Product	Class of 2023 Pricing
Cap Only	\$7.00
Tassel Only	\$10.00
Gown Only	\$18.00
Diploma 8 ½ by 11	\$10.00
Diploma Cover 8 ½ by 11	\$20.00
Extreme Stole	\$20.00

Class of 2022 Unit Package Pricing:

Cap, Gown, Tassel, With or Without Sleeve Stripes, Diploma, Diploma Cover.....\$52.50

Cap, Gown, Tassel, Extreme Stole, Diploma, Diploma Cover.....\$55.50

\*NOTE: \$2.00 from each cap/gown unit sold at CCHS goes back to CCHS.

Regarding Optional Graduation Options:

Single Announcement \$1.35 each includes inner and outer envelopes



# Stone Memorial High School

2800 Cook Road • Crossville, TN 38571

Telephone (931) 484-5767

Kelly J. Smith

*Principal*

June 13, 2022

Director of Schools, Dr. Ina Maxwell and  
Cumberland County Board of Education Members  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Board of Education Members,  
Stone Memorial High School is submitting the attached agreements for your approval. The agreements are for our school pictures, yearbook and vending machines. Jostens Pix will be providing underclassmen pictures. Pro Studio 7 will be providing senior pictures and athletic pictures. Jostens will be providing the yearbook. Five Star will be providing vending machines for snacks. Thank you for your time and attention with this matter. If you need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Kelly J. Smith'. The signature is fluid and cursive, with the first name 'Kelly' being the most prominent.

Kelly J. Smith  
Principal



## Agreement

This agreement between Five Star Food Service and Stone Memorial High School, herein after referred to, as the client, will be for the years or dates as follows: 2022 - 2023.

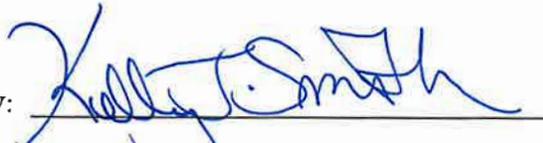
This is not a binding contract and can be terminated with a written 30-day notice from either the client or Five Star Food Service. Five Star Food Service agrees to provide snack machines at the client's location, address as follows:

2800 Cook Road

Crossville, TN 38571

at no expense to the client. The machines will be maintained and service by Five Star Food Service. The products placed in the machine for sale will be monitored by the client and will be removed at their request. A commission of 20 % of the gross sales will be paid. A statement of the total sales from the machine(s) will be enclosed. Five Star Food Service reserves the right to implement a price increase if the product cost continues to rise.

Accepted by: \_\_\_\_\_

  
Client Representative

Date: \_\_\_\_\_

6/9/22

Accepted by: \_\_\_\_\_

FSFS/Canteen Representative

Date: \_\_\_\_\_

---

**Event Date:** June 14th-16th

**Time Photographer Starts/Ends:** 9am-5pm

**Contact Person:** Stone Memorial High School

**Event:** Senior Formals

**Event Location:** 2800 Cook Rd, Crossville, TN 38571

**Phone:** (931) 484-5767

**Email:** ksmith3@ccschools.k12tn.net

**Photography Fee:** agreed to \$0

**Location:** Auxiliary Gymnasium

**Services Included:** We will provide professional photographer(s), lighting, camera equipment, background, and posing stools/boxes and formal attire. Our photographers will arrive at 9am to set up in the auxiliary gym and ready to begin on time at 11am.

**Entire Agreement:** This agreement contains the entire understanding between ProStudio7 and Stone Memorial High School. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all the parties. If the parties want to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**Senior Formal Dates:** A signed contract is required to reserve the specific coverage time.

**Fall, Winter, and Spring Sports - SMHS sports teams** will select a single date to photograph all sports teams by season during school hours. Each player is photographed individually on a background. Team images will be created using individual images and will not be photographed traditionally as a group unless requested two weeks prior in writing.

Team or Senior/Varsity Banners and large prints for all sports must be provided by ProStudio7.

Fall August 23rd

Winter TBD

Spring TBD

**Cooperation:** The parties agree to cheerful cooperation and communication for the best possible results within the definition of this assignment. We will provide the yearbook advisor with a link to all images needed to produce the yearbook. The students, faculty, and parents should not be given this link.

The photographer will not be held accountable for not photographing desired people if there is no one to assist with identifying people or gathering people for photographs. ProStudio7 is not responsible if key individuals fail to appear or cooperate during photography sessions or for



missed images due to details not revealed to ProStudio7. Please let us know in advance of anyone with special needs so that we can make reasonable accommodations for them. The school is responsible for supplying any props or posing tools that you want included. It is in your best interest to select someone responsible that gets along well with the students and is able to assist photographers with the setup location in the auxiliary gymnasium.

**Shooting Time / Additions:** The photography schedule and selected methodology are designed to accomplish the goals and wishes in a manner enjoyed by all parties. ProStudio7 agrees to adhere to cheerful cooperation and punctuality.

**Cleanup Date:** We will return August 23rd to photograph the seniors that have not been photographed. Students who want a retake can also sign up.

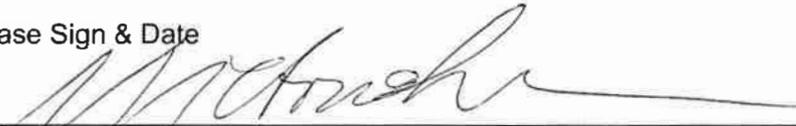
**House Rules:** The photographer is limited by the guidelines of the school. Stones Memorial agrees to accept the technical results of their imposition on the photographer. ProStudio7 will offer technical recommendations and assist in explanations to the school and or administration as required.

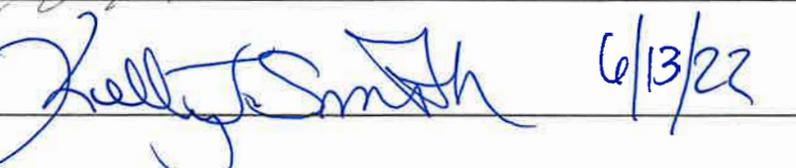
**Copyrights:** The photographs produced by ProStudio7 are protected by Federal Copyright Law (all rights reserved). Copyright infringement is a prosecutable crime that our company will pursue if violations occur. <https://www.copyright.gov/title17/92chap5.html#506>

**Limit of Liability:** If ProStudio7 cannot perform this agreement in whole or in part due to a fire or other casualty, acts of God or nature or terror, or other causes beyond the control of the parties, ProStudio7 will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for prepaid event packages. ProStudio7 takes the utmost care with respect to exposure, transportation, and punctuality.

Victoria Shoulders, Owner ProStudio7  
2801 Wilma Rudolph Blvd. Suite 480  
Clarksville, TN 37040

Please Sign & Date

X  June 10, 2022  
N. Victoria Shoulders

X  6/13/22  
Kelly Smith



# School Photography Agreement

## SCHOOL INFO

School: Stone Memorial High School Type:  ES  MS  HS  K-12  
Address: 2800 Cook Rd City: Crossville ST: TN Zip: 38571  
Grades Included: 9-12 School District: Cumberland County School District  
School Picture Day Coordinator Name: Dianne Schwartzkopf Phone: 931-484-5767  
Title: Front Office Secretary Email: schwartzopfd@ccschools.k12tn.net  
Customer #: \_\_\_\_\_ Yearbook Job #: \_\_\_\_\_  
Student Information System (e.g. PowerSchool): Skyward

## PICTURE DAY INFO

Number of Students: 1040 Number of Staff: 104 Total: 1144  
Preferred Dates: 1<sup>st</sup> Choice (Date & Start/End Time): 8/23/22 7 - 1:30 1<sup>st</sup> Choice Retake (Date/Times): 9/28/22 7:45-?  
(Aug-Nov) 2<sup>nd</sup> Choice (Date & Start/End Time): \_\_\_\_\_ 2<sup>nd</sup> Choice Retake (Date/Times): \_\_\_\_\_  
3<sup>rd</sup> Choice (Date & Start/End Time): \_\_\_\_\_

## SERVICES INCLUDED

- An efficient, hassle-free picture day experience (no handling of forms, money collection, or package distribution)
- Green screen technology (schools can choose a yearbook background, families can choose multiple backgrounds)
- Affordable, easy-to-order pictures for families (preview and order online, simple pricing, shipped directly to home)
- Fast delivery of images for schools (images available in JostensPIX portal within 3-5 business days of photography)
- Fast delivery of images for families (images available online within 3-5 business days of photography)
- Fast delivery of yearbook images (within 5 business days of retakes in Jostens yearbook software, or as download)
- An efficient ID solution for students and staff (delivered within 7-10 business days of photography)
- Additional school services in JostensPIX portal (online/printable directory, printable cumulative file stickers)
- Family communications (email notifications, posters, and flyers prior to picture day)
- Family support (direct customer service support—phone and email—for your families)

## ITEMS NEEDED

- Please provide 2-3 photos of the area we will be taking pictures.
- If IDs are needed, please provide front and back photos of student and staff IDs, and select from the following:  
 Students -and/or-  Staff  Jostens provided (bar code) -or-  School provided (stripe/chip)
- Upload a complete list of all students and staff (including email addresses) 2 to 4 weeks prior to picture day.

## SIGNATURES

School Rep Name: Kelly J. Smith  
Email: ksmith3@ccschools.k12tn.net

Signature:   
Date: 6/9/22

Jostens Rep Name: Amey Graybeal  
Email: amey.graybeal@jostens.com

Signature:   
Date: June 9, 2022

**Thank you for putting your trust in JostensPIX. Please email agreement to [JostensPIXAdmin@jostens.com](mailto:JostensPIXAdmin@jostens.com).**

Jostens Inc. – France Ave S #400 – Minneapolis, MN 55435





### School Portrait Program

School Name: Stone Memorial High School Student Enrollment: 1,040 # Staff 104

Grade Levels here: 9-12 District: Cumberland

Street: 2800 ~~2008~~ Cook Road

City: ~~Cookville~~ Crossville State: Tennessee Zip: 38571

Office Phone: (931) 484-5767 Fax: (931) 484-4801

School Start Time: 7:45am Lunch Period 11:30 - 1:15 School End Time: 2:45  
~~12:00pm - 1:50pm~~ ~~2:50pm~~

School Colors: Vegas Gold and Black School Mascot: Panthers

School Website: http://smhspanthers.ccschools.k12tn.net/ Sch. E-Mail: \_\_\_\_\_

School Yearbook Publisher: Jostens Sr. Due Date: \_\_\_\_\_ UC Due Date: \_\_\_\_\_

Senior Photos – Color or B&W? Color Underclass Photos – Color or B&W? \_\_\_\_\_

Contacts	Name	Off. Ph.	Cell Ph.	E-Mail
Principal	Kelly Smith			ksmith3@ccschools.k12tn.net
Asst. Princ.	April Moore			amoore3@ccschools.k12tn.net
YB Advisor	Kalyn Lewis (new)			
Athletic Dir.	Nathan Brown			nbrown@ccschools.k12tn.net
School Sec.	Dianne Schwartzkopf			schwartzkopfd@ccschools.k12tn.net
Dist. IT Rep.				
YB Editor				

**Check the name of the Primary Contact**

**Photog. Programs Included in this Agreement**

<b>Program</b>	<b>Date(s)</b>	<b>Location</b>
Fall Underclass		
Fall Underclass Make-Ups		
Senior Portraits	6/14 & 6/15	Auxiliary Gym
Senior Portrait Make-Ups	8/23	Auxiliary Gym
Spring Underclass		
Buddy Day		
Kinder-Grads		
Homecoming Dance		
Prom / Jr. Sr. Formal		
Dance (Other)		
Commencement	5/19/23	Football Field or Gymnasium

**School Services / Products Requested:** Sports - Fall, Winter, Spring: Team, Individuals, and Banners

**School Commission:**      % Underclass 20 % Seniors      % Events

Make Check Payable to: Stone Memorial High School

Who should receive the Check? Bookkeeper

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

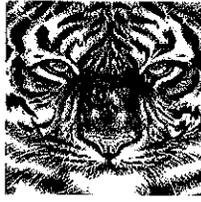
**Agreement Good from** 06/13/2022 (Date) **through** 05/31/22 (Date)

Stone Memorial High School

**For the School or Event**

ProStudio7

**Studio / Photographer**



**CRAB ORCHARD  
ELEMENTARY SCHOOL**

240 School Road  
Crab Orchard, TN 37723  
PHONE: (931) 484-7400 FAX: (931) 456-5655  
Principal: Debbie Beaty  
Asst. Principal: Marcy Harelson

June 7, 2022

Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Cumberland County Board of Education,

Crab Orchard Elementary is requesting that the following General fund items be retired. Please see the attached list for an itemization. Please contact me with any further questions and/or concerns.

Thank you,

Marcy Harelson  
AP Crab Orchard Elementary

CRAB  
 ORCHARD  
 ELEMENTARY  
 June 2022  
 TO BE  
 RETIRED  
 LIST

PROPERTY NUMBER	ITEM DESCRIPTION	LOCATION REMOVED FROM	REASON TO RETIRE	PURCHASE FUND	EMAILED TO	DATE sent for retirement approval	COMPLETE	NOTES
45211	Apple iMac Computer	classroom	too old	General	DM/MN	6/7/22		
30383	Epson LCD Projector	from HES in 2019 didn't work	unable to repair	General	DM/MN	6/7/22		

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



**Mr. Jim Inman**  
**School Board Chairman**

**Cumberland County Board of Education**  
368 Fourth Street • Crossville, TN 38555  
Phone 931-484-6135 or Fax 931-484-6491

June 14, 2022

Dr. Ina Maxwell  
Cumberland County Board of Education  
368 Fourth Street  
Crossville, TN 38555

Dear Dr. Maxwell and Board of Education,

I am submitting to you CTE, Food Service and Special Education Department's list of items to be retired by the BOE at June's regular scheduled board meeting. Please include these lists on the consent agenda. If you have any further questions or concerns, please contact Kacee Harris.

Sincerely,

Kacee Harris  
Dr. Scott Maddox  
Kathy Hamby  
Marlene Holton



Central Services  
**Room Inventory Worksheet**

6/14/2022

18-TO RETIRE INVENTORY~BOE-RETIRE Holding					Room Type: VIRTUAL		
Tag	Product	Model	Product Type	Assigned To	Serial	Price	
<u>CTE</u> 1000079	Clearone Chat 150 Conference Speaker	Chat 150	ELECTRONIC		0875-1302-08	\$0.00	
<u>CTE</u> 1000374	Pitsco Rocket Launcher	unknown	INSTRUCTIONAL EQUIPMENT			\$0.00	
<u>CTE</u> 1000782	Lorell LLR62621 Rolling Chair	LLR62621	FURNITURE			\$0.00	
<u>CTE</u> 1001000	CJ Series CE Electronic Scale	CE	INSTRUCTIONAL EQUIPMENT			\$0.00	
<u>CTE</u> 1001933	Clearone Chat 150 Conference Speaker	Chat 150	ELECTRONIC		2157-1225-08	\$0.00	
<u>FOODSERV.</u> 101065	InSinkErator Garbage Disposal	unknown	APPLIANCE		411913827	\$0.00	
<u>CTE</u> 25034	Lego 3804 Mindstorms 2_0 Robotics Invention System	3804	INSTRUCTIONAL EQUIPMENT			\$0.00	
<u>CTE</u> 3705	Pitsco Straw Rocket Launcher	unknown	INSTRUCTIONAL EQUIPMENT			\$0.00	
<u>CTE</u> 3706	Pitsco Straw Rocket Launcher	unknown	INSTRUCTIONAL EQUIPMENT			\$0.00	

Central Services  
Room Inventory Worksheet

6/14/2022

18-306ARETIRE FOOD SERV/SPED HALL - Virtual SPED Retire					Room Type: VIRTUAL	
Tag	Product	Model	Product Type	Assigned To	Serial	Price
180251728	Rolling Cart	unknown	CART			\$0.00
3028S	Bookcase	unknown	BOOKCASE			\$0.00
3183S	Bird-in-Hand Woodworks Table	WOOD	FURNITURE			\$0.00
3257S	Balt Rolling Cart	Presentation Cart	CART			\$229.00
3274S	Balt Rolling Cart	Presentation Cart	CART			\$229.00
3362S	Promethean AB178 Interactive Whiteboard	AB178	WHITEBOARD		CO91005000 6	\$900.00
3397S	Promethean AB178 Interactive Whiteboard	AB178	WHITEBOARD		CO91007010 7	\$900.00
3437S	Promethean Activexpressions	unknown	WHITEBOARD		IC5459A-011	\$0.00
5184	Apple MacBook Air	MB AIR 11.6	LAPTOP		C02FL2BED DQX	\$1,132.00
5246	Southpaw Balance Fun Board	556024	THERAPY EQUIPMENT			\$163.00
5248	Achievement Products Tyke Star Posterior Gait Train	Red Metal w/harness	THERAPY EQUIPMENT			\$0.00
5266	Achievement Products Corner Sitter	8WAAP685	THERAPY EQUIPMENT			\$534.95
5302	Southpaw 1935 Vertical Stimulation Device	1935	THERAPY EQUIPMENT			\$230.00
5303	Southpaw THE WHALE	1080	THERAPY EQUIPMENT		1080	\$529.00

Central Services  
Room Inventory Worksheet

6/14/2022

18-306ARETIRE FOOD SERV/SPED HALL - Virtual SPED Retire					Room Type: VIRTUAL	
Tag	Product	Model	Product Type	Assigned To	Serial	Price
5758	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0271	\$849.00
5759	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0098	\$849.00
5760	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0425	\$849.00
5766	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0251	\$849.00
5767	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0363	\$849.00
5769	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0408	\$849.00
5770	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0059	\$849.00
5773	Redcat RX-RC2 Classroom Audio System	RX-RC2	ELECTRONIC		RX-RC2-130527-0384	\$849.00
6016	Lakeshore RR326 Brick-Building Activity Table	RR326	FURNITURE			\$349.00
TA3160	Bretford Rolling Cart	unknown	CART			\$0.00



# South Cumberland Elementary School

3536 Lantana Rd.

Crossville, TN 38572

Telephone: 931-788-671 Fax: 931-788-1116

Principal: Dawn Hall

To: Cumberland County Board of Education

Dr. Ina Maxwell, Director of Schools

From: Dawn Hall

Date: May 23, 2022

Re. Surplus Inventory

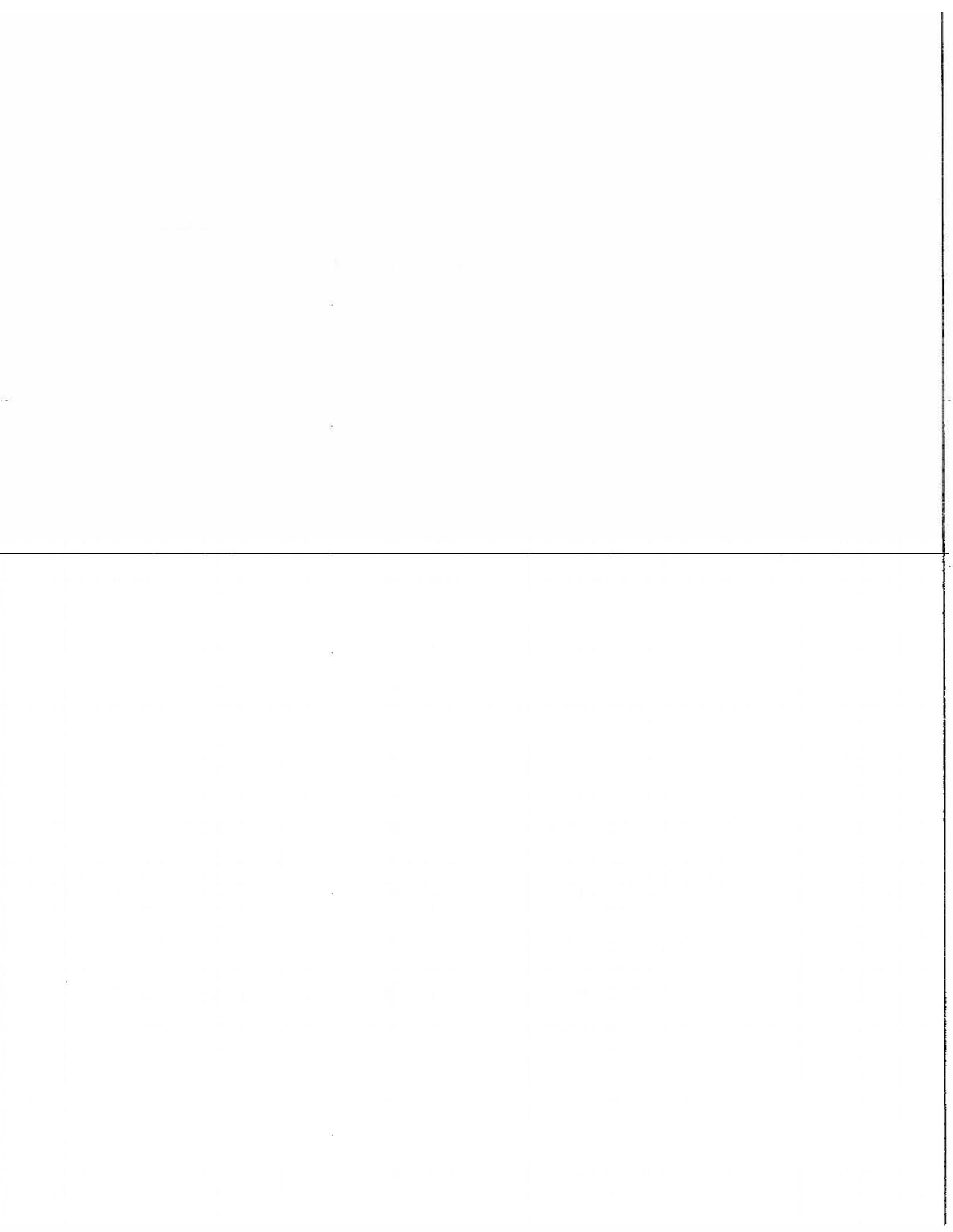
Please approve the item(s) on attached sheets as surplus inventory. These item(s) need to be disposed of properly. Thank you for your consideration in this matter.

180732646	VA9311895	MICROWAVE	DOESN'T WORK
34398	U 36947344	MAGNAVOX DVD/VCR	DOE SN'T WORK
34670	D25HJ02FDKL9	APPLE COMPUTER	OBSOLETE
34717	N/A	EZPAD CART	OBSOLETE
34788	DYVKQCSWDFHW	APPLE IPAD	OBSOLETE
34790	N/A	EZPAD CART	OBSOLETE
34798	1428514	ELMO DOCUMENT CAMERA	OBSOLETE
34828	DMPR92XU FK11	IPAD AIR	OBSOLETE
38980	H00101PGDMV	20 INCH IMAC	OBSOLETE
41731	DQTFQTQGDKPH	Apple iPad 2	OBSOLETE
42187	H01220FPHS6	Apple iMac	OBSOLETE
42193	H01220WFHS6	Apple 20 inch iMac	OBSOLETE
43636	C02Q9ZJBG940	Apple MacBook Air	OBSOLETE
45686	C02Q714YFY0T	Apple 21 1/2 inch iMac	OBSOLETE
46103	SD25L20F2FFYV	Apple iMac Comp.	OBSOLETE
46105	SD25L20HTFFYV	Apple iMac Comp.	OBSOLETE
46124	SC02KJ0GAFFYV	Apple iMac Computer	OBSOLETE
46152	SC02KJ0BVEFFYV	Apple iMac Computer	OBSOLETE
52119	LR070MYP	Lenovo Chromebook	OBSOLETE
52708	C02D93CUMNH	MacBook Air	OBSOLETE
S01262	LR093YNK	Lenovo 80YS N23 Chromebook	OBSOLETE

*Dawn Hall*

Dawn Hall

Principal, South Cumberland Elementary





June 14, 2022

Dr. Maxwell and the Cumberland County Board of Education:

Stone Elementary respectfully requests the following general fund items be retired from the school's inventory.

Refer to the attached document for a listing of the items we are requesting to BOE-RETIRE.

Sincerely,

Bridgette Cox  
Assistant Principal  
Stone Elementary School

Chromebooks	Desktops	Printer	Projector	MacBook Pros	Cart
S01430	38061	U63879F7N808489	33296	46316	3WZQ5X1
S01446	44167			46300	
S01425	44190			28136	
S01461	44192			44114	
S01472	38068			44107	
S01413	38058			44123	
S01416	38067			46304	
S01470	38025			44111	
S01477	38148			44137	
S01478	38150			44130	
S01471	38188			44112	
S01411	38196			44113	
S01406	38110			46313	
S01479	38130			46301	
S03413	38120			28132	
S01452	38158			28138	
S01462	38052			46305	
S01440	38192			28135	
S01473				44136	
S01412				46311	
S01421				46314	
S01448				44120	
S01480				44122	
S01418				44135	
S01420				46299	
S01433				44126	
S01469				44133	
S01427				44124	
S01423				46315	
S01436				44134	

S01424						44128	
S01463							
S01447							
S01426							
S01419							
10006412							
S01429							
S01422							
S01428							
S01414							
S01408							
S01417							
S01460							
S01458							
S01409							
S01474							
S01434							
S01415							
S01459							

*Ina Maxwell, Ph.D.*  
*Director of Schools*



*Mr. Jim Inman*  
*Board of Education Chair*

*Brian Conatser*  
*Transportation Supervisor*

June 1, 2022

Dear Dr. Maxwell,

The attached list contains buses that we are requesting be removed from service as they have exceeded the number of years and mileage set forth by the state. These buses will be used for spare parts and sold as surplus at a later date.

Bus #70-03	Vin# 1BABKCPA43F209899
Bus #27-04	Vin# 1BABKCOA54F215674
Bus #29-04	Vin# 1BABKCOA74F215675
Bus #42-04	Vin# 1BABKCOA94F215676
Bus #04-03	Vin# 1BABKCPA63F213288
Bus #28-00	Vin# 1BABKCPA7YF092603
Bus #32-02	Vin# 1BABKCPA21F201958

Respectfully,

A handwritten signature in black ink, appearing to read "Brian E. Conatser", is written over the typed name.

Brian Conatser



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*

Date: June 8, 2022

To: Dr. Ina Maxwell, Director of Schools  
and Jim Inman, Chairman of the BOE  
368 Fourth Street  
Crossville, TN 38555

From: Neil Capps, Boys' Basketball Coach  
Kelly J. Smith, Principal

Subject: Executive Approval for Overnight Trip

Dear Dr. Maxwell and Chairman Inman,

I am writing on behalf of the SMHS Boys' Basketball Team to request permission for an overnight trip to participate in the BCAT Team Camp June 16-17, 2022 in Memphis, TN. I am requesting executive approval since this camp falls before the June BOE meeting. The players and coaches will be staying 2 nights. Thank you for your consideration.

Sincerely,

Neil Capps  
Boys' Basketball Coach

Kelly J. Smith  
Principal

**EXECUTIVE APPROVED**  
*Ina Maxwell* 6-13-2022  
SUPERINTENDENT DATE  
*Jim Inman* 6-9-22  
BOARD CHAIRMAN DATE

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight  Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMHS Subject/ Grade Level: Boys' Basketball  
 Trip Requested By: Neil Capps Date of Trip: \_\_\_\_\_  
 Destination: Memphis City: Memphis State: TN  
 Departure Time: 6:00 (am) Return: 6:15 (pm) Admission per student \_\_\_\_\_

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: Neil Capps # of Students ≈ 30  
Jess Kelly  
Matt Coine

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: ≈ 33 Total # of Students: ≈ 30

Additional Chaperones (if needed) \_\_\_\_\_

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

Neil Capps (931) 200-4643 Kelly J. Smith 6/8/22  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
_____ Transportation Supervisor	_____ Director of Schools		

This section to be completed for out-of-state or overnight school sponsored trips only	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
_____ Director of Schools Signature	
Date of Board Approval _____	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.



# Stone Memorial High School

2800 Cook Road · Crossville, TN 38571

Telephone (931) 484-5767

**Kelly J. Smith**

*Principal*

Date: June 8, 2022

To: Dr. Ina Maxwell, Director of Schools  
and Jim Inman, Chairman of the BOE  
368 Fourth Street  
Crossville, TN 38555

From: Mike Buck, Girls' Basketball Coach  
Kelly J. Smith, Principal

Subject: Executive Approval for Overnight Trip

Dear Dr. Maxwell and Chairman Inman,

I am writing on behalf of the SMHS Girls' Basketball Team to request permission for an overnight trip to participate in the MTSU Team Camp June 22-24, 2022 in Murfreesboro, TN. I am requesting executive approval since this camp falls before the June BOE meeting. The players, coaches and bus driver will be staying 3 days and 2 nights. Thank you for your consideration.

Sincerely,

Mike Buck  
Girls' Basketball Coach

Kelly J. Smith  
Principal

**EXECUTIVE APPROVED**  
*Ina Maxwell* 6-13-2022  
SUPERINTENDENT DATE  
*Jim Inman* 6-9-22  
BOARD CHAIRMAN DATE

**Cumberland County Schools  
Field Trip Request**

In State/ Pre-approved \_\_\_\_\_ Overnight X Out of State \_\_\_\_\_

This form is to be submitted to the principal for approval and forwarded to the Transportation Department 2 weeks prior to the date of the trip for approval. OUT OF STATE AND OVERNIGHT TRIPS MUST HAVE BOARD APPROVAL. YOU MUST SUBMIT THESE TRIPS 2 WEEKS PRIOR TO THE MONTHLY BOARD MEETING.

Parent permission slips must be obtained for all students making the trip, taken on the trip, and then filed in the principal's office.

School: SMHS Subject/ Grade Level: Basketball - Girls  
 Trip Requested By: M. Buck Date of Trip: June 21-23, 2022  
 Destination: Murfreesboro / MTSU City: Murfreesboro State: TN  
 Departure Time: 6/22 (am) Return: 6/24 (pm) Admission per student: —

Special Services: Check ALL that apply. Explain further if needed. Prior approval is required.

- School Nurse  SpEd Bus  SpEd Assistant  Students have 504 Plan  Bus with Lift

Please check type of activity:

- Academic Field Trip  Competition  
 Incentive Field Trip  Sports  
 School Clubs  Special Classroom Trip (description) \_\_\_\_\_  
 Band/ Chorus  Other \_\_\_\_\_

Teachers: Mike Buck # of Students 23  
Kenny Martin

Please check this box if # of students is less than 14 and if you would prefer a SpEd Bus

Total: 25 Total # of Students: 23

Additional Chaperones (if needed) Bus Driver - Rita Martin

- Cafeteria notified  Purchase order requested  Permission slip obtained (should be taken on trip)  
 Substitute requested (if needed)  Teacher of record must communicate special needs (504 plans, health plans, etc.) to the driver and other appropriate persons.

[Signature] 771-267-5855 [Signature] 6/7/22  
 Sponsoring Teacher's Signature Cell Phone Number Principal's Signature Date

For Transportation Department Use Only			
Drivers: (1) _____	(2) _____	(3) _____	(4) _____
Beginning Mileage _____	Ending Mileage _____	Total Mileage _____	
Amount to be paid driver \$ _____	Amount for Fuel \$ _____		
Transportation Supervisor _____		Director of Schools _____	

<i>This section to be completed for out-of-state or overnight school sponsored trips only</i>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied _____
Director of Schools Signature _____	
Date of Board Approval _____	

This request must come to Transportation first. Requests needing BOE approval will then be forwarded on to Central Services for processing.