

Contract Committee Meeting
July 26, 2022 4:30 PM
Central Services Board Room

1. Call to Order - Mrs. Teresa Boston
2. Moment of Silence - Mrs. Teresa Boston
3. Approval of Meeting Minutes
4. Educational Resource Management Consortium and Invoice
5. MOU with CCSS and Dr. Lauren Fox-Bergvin
6. MOU CCSS and Avalon Center
7. Educator Preparation Provider State Recognized Partnership Agreement
8. TNTP Math Implementation Support Grant Contract
9. Stellar Therapy Administrative and Clinical Services Agreement
10. Other Discussion
11. Adjournment

**Contract Committee Meeting June 9, 2022
Central Services Board Room**

The Contract Committee met on Thursday, June 9, 2022, in the Central Services Board Room where Mrs. Teresa Boston called the meeting to order at the approximate hour of 4:40 p.m. She welcomed everyone to the meeting and appreciated everyone for attending.

PRESENT:

Mrs. Teresa Boston, District 8, Chair
Mrs. Rebecca Hamby, District 7
Mrs. Stephanie Barnes, CAO
Mr. Robert Safdie, District 2
Mr. Jim Inman, District 1
Ms. Anita Hale, District 4
Mr. Earl Patton, Board Attorney
Mr. Scott Maddox, 9-12, CTE Supervisor
Ms. Marlene Holton, SPED Director
Mr. William Stepp, incoming Director of Schools

ABSENT:

Dr. Ina Maxwell, Director of Schools

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

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

All Ayes

MOTION: Carried Unanimously

4. Earl Patton, Board Attorney Contract

Boston introduced the first agenda item.

Mr. Safdie said that he didn't see any differences in this year and last year and made a motion for approval. With Hamby offering the second. Patton agreed there was no changes to contract.

All in favor of contract, sending to full board.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

5. Stellar Therapy Services

Boston introduced the contract. Holton advised that the PT that has always done our PT services was no longer interested in doing it, so she reached out to Stellar Therapy, and they agreed to take it on. She told everyone this is only for PT-Physical Therapy services. Boston asked if this was something that could be advertised? Holton told her that she did have a job description, but the going rate was not in her budget this year. Holton told the committee that Stellar had been used in the past and was very comfortable using their services. Hamby made a motion to approve with Boston giving the second. Boston did ask Holton to try to budget this so it can be a posted position next year.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

6. Sericia Seiber/Speech and Language Services

Boston introduced this contract and Holton told the committee that this was an agreement for Ms. Seiber to come on part time and do contracted services. Boston made motion to approve and Hamby with a second.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

7. Sidekick Therapy Services

Boston introduced the contract. Holton explained that she had an SOP that quit in February and Sidekick agreed to continue evaluations through the end of the school year as a favor. They usually only provide therapy services. They are providing speech therapy currently for over half of our speech students. Hamby made a motion to approve. Boston with a second.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

8. Global Therapy/Karyn Henderson

Boston introduced the contract. Holton told them this was the OT services and Karyn has provided the OT for our students for years. Holton did say she would like to post this position next year as well. Boston agreed. Hamby with a motion and Boston with a second. Safdie asked what the OT actually did for the students. Holton told him they work on fine motor skills, and sensory issues with pull out. He then asked what the PT did and she said they worked on gross motor skills. Motion passed.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

9. VBH Project BASIC MOU/VBH Positive Action MOU/VBH Project Anchor MOU/VBH TDOH Mental Health Substance Abuse MOU

Boston introduced this contract and told everyone that this had been at Martin for several years. She asked if there were any issues with this program and Safdie asked if there was any information on the use of K-3 and types of problems they address. Maddox said that safe school counselors can give additional info, but he currently did not have numbers on how many students were serviced. Boston told how successful this program has been and let everyone know this is a continuation from year to year. Hamby asked if they could take all Volunteer Behavior Health contracts and approve them all together. Boston asked Maddox if there was anything different on these than before or anything they needed to know. Maddox told them they had just had to “clean” some procedures up and Boston asked how the companies had adapted to that. Maddox replied very well. Boston then asked atty Patton if these procedures needed to be referenced. He replied that it wasn’t necessary. Hamby then made a motion that all 4 of the Volunteer Behavioral Health contracts be approved. Safdie with a second. Boston asked atty Patton if he saw anything. He did not. Boston asked if a child is in school but it’s a DCS referral if they can still service this child. Atty Patton did not know. Hamby replied that from her own experience, the answer was yes. Members of the committee also asked about number of students serviced. Dr. Maddox told them he didn’t have those numbers at the moment, but he would get them. Committee agreed to approve all 4 Volunteer Behavioral Health MOU/MOA’s.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

10. Centerstone of TN Therapy Services

Boston introduced this contract. She then stated that it was a renewal. Hamby made a motion to approve and Boston with a second. Boston then asked how active Centerstone was with our students. Maddox told her that they were very active within our district. Safdie asked if he had access to pre covid numbers. Maddox did not. Hale then asked if children are being duplicated by these agencies and Maddox assured her, they were not.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

8. Adjournment

Boston said she would entertain a motion to adjourn. Hamby made the motion and Safdie with a second. Meeting adjourned.

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

VOICE VOTE: All Ayes

MOTION: Carried Unanimously

(The meeting was adjourned at the approximate hour of 5:05 p.m.)

Mr. William Stepp
Director of Schools

Mrs. Teresa Boston
Chairman of the Contract Committee

Diane McCartney
Executive Assistant for the Director of Schools and BOE

**CONTRACT
BETWEEN
CUMBERLAND COUNTY BOARD OF EDUCATION
AND
EDUCATIONAL RESOURCE MANAGEMENT CONSORTIUM, LLC**

This Contract (“Contract”) is entered into by and between the **CUMBERLAND COUNTY BOARD OF EDUCATION** (“CCBOE”) and (“Contractor”) for the limited purpose of allowing Contractor to provide education consulting services to CCBOE.

WHEREAS, CCBOE is dedicated to ensuring that its cross-cutting grants management policies and procedures are in alignment with federal and state requirements. CCBOE is also committed to ensuring compliance with the planning, programming, and expenditure of ESSER 1.0 (“ESSER 1.0” from the Coronavirus Aid, Relief, and Economic, Security Act), ESSER 2.0 (“ESSER 2.0” from the Coronavirus Response and Relief Supplemental Appropriations Act), and ESSER 3.0 (“ESSER 3.0” from the American Rescue Plan Act of 2021).

WHEREAS, Contractor contracts with persons experienced in the direct oversight and administration of compliant federal education grants management. Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

It is agreed as follows:

- 1. Parties.** CCBOE is a local education agency (“LEA”) that is subject to regulations under Tennessee and federal law related to the education of children. Contractor represents and warrants that Contractor’s employees have appropriate training and screening to be eligible to provide these services pursuant to this Contract, though Contractor will not provide direct services to children. Contractor will work and communicate directly with CCBOE staff.

- 2. Scope of Services and Required Behavior.** Contractor agrees to ensure that each of its employees who serve CCBOE will comply with the following conduct:
 - a. Contractor will consult with CCBOE federal programs staff and review CCBOE policies and related cross-cutting procedures focused on: records retention, audits, procurement, obligation and liquidation, travel expenses and reimbursements, equipment, and personnel for compliance with federal and state requirements.
 - b. Within 90 days of receiving all needed information and documents from CCBOE, Contractor will produce a written report summarizing the review and analysis of CCBOE policies and procedures noted above in 2(a) as well as provide suggested actions, and if appropriate, sample documents and templates.
 - c. Contractor will review sample ESSER 1.0, 2.0, and 3.0 expenses and related documentation to test internal controls and share determinations and suggestions for any potential

areas of concern in a final report within 90 days of receipt of all necessary information and documents from CCBOE.

d. Contractor will participate in a scheduled call with CCBOE staff to discuss the final report determinations.

e. Contractor will meet with CCBOE's Federal Programs Director and meet with her biweekly or as requested on an "as needed" basis.

f. Total compensation for this contract shall not exceed \$44,500. Invoice, final report, and related templates will be emailed to barness5@ccschools.k12tn.net.

3. Evaluation of Contractor Performance. CCBOE Federal Programs Director or designee will be responsible for performing and documenting Contractor's performance evaluation during the term of this Contract. Contractor performance will be evaluated based on: a) Timeliness and thoroughness of final report, and b) feedback from CCBOE staff on the quality and applicability of the consulting services

4. Indemnification. Contractor shall indemnify and hold harmless CCBOE, its agents and employees from any and all liability to Contractor, its agents and employees or any third parties for claims, personal injuries, property damages, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from the performance of this Contract, except where the proximate cause of such injury, damage or loss was the sole negligence of CCBOE, its agents or employees. Contractor shall save, indemnify and hold CCBOE harmless and pay all judgments that shall be rendered in any such actions, suits, claims, or demands against CCBOE alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of CCBOE, its agents or employees.

5. Independent Contractor. Contractor and its employees shall render all services to CCBOE as an independent contractor and shall not be considered an officer, agent or employee of CCBOE. Contractor and its employees are not entitled to any form of compensation, benefits, insurance, pension, worker's compensation, or any other benefit provided to an employee of CCBOE because Contractor is not an employee of CCBOE.

6. Confidentiality. The Contractor agrees that any and all educational information related to CCBOE students and staff that may be acquired by the Contractor's employees will be kept strictly confidential and the Contractor's employees shall not share such information with any person or entity outside of CCBOE personnel without prior approval from CCBOE in writing.

a) Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 ("COPPA") 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to CCBOE's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

b) With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of CCBOE by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to CCBOE for its review any proposed publication, brochure, or advertisement in which CCBOE is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove CCBOE's name or information identifying CCBOE from the publication if CCBOE requests removal.

7. Term. The term of this Contract shall be from July 13, 2022 and shall terminate on March 1, 2023, unless terminated earlier pursuant to paragraph 13 herein.

8. Compensation. Contractor agrees to bill CCBOE at the contract rate of \$44,500. Payment will be due within 30 days upon receipt of invoice.

9. Record Keeping. Contractor shall maintain documentation for all charges against CCBOE. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment.

10. Termination. If the Contractor shall fail to fulfill, in a timely and proper manner, the Contractor's obligations under this Agreement. If Contractor or any of its professionals assigned to work with CCBOE violate any state or federal law or regulation, CCBOE shall have the right to immediately terminate this Contract without notice.

11. Force Majeure. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

12. Entire Agreement and Amendments. This Contract contains the entire agreement between the parties with respect to the subject matter hereunder, and no waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by both CCBOE and the Contractor.

13. Severability. If any provision of this Contract is rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, CCBOE and the Contractor will promptly meet and negotiate substitute provisions for those declared or rendered illegal, but all the remaining provisions of the Contract shall, otherwise, remain in full force and effect.

14. Syntax. Any reference in this Contract to the singular includes the plural and vice versa.

15. Gender. Any reference in this Contract to the masculine gender includes the feminine and neuter genders and vice versa.

16. Captions. The headings or captions of the Paragraphs of this Contract are inserted for convenience and reference only and shall not be deemed a part hereof or used in the construction or interpretation hereof.

17. Governing Law. This Contract shall be governed by and enforced under the laws of the State of Tennessee.

18. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Contract shall not affect its validity or enforceability.

19. Iran Divestment Act. In accordance with the Iran Divestment Act, Tennessee Code Annotated ("TCA") §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to TCA §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination.

20. Debarment and Suspension. Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

e) Contractor shall provide immediate written notice to CCBOE if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

21. Counterparts. More than one (1) copy of this Contract may be executed, and all parties agree and acknowledge that each executed copy shall be a duplicate original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature applied hereto.

CUMBERLAND COUNTY BOARD OF EDUCATION

By: _____

Date: _____

CONTRACTOR

Date: _____

By:

Larry J. Baker, Ed.D., CEO of Educational Resource and Management Consortium, LLC

QUOTE

ATTN: Stephanie Barnes
Cumberland County Board of Education 368 Fourth Street Crossville, TN 38555
Email: barness5@ccschools.k12tn.net

QTY	DESCRIPTION	COST
	Educational consulting services to include the following:	\$44,500
1	Comprehensive review of CCBOE policies and cross-cutting procedures related to the following topics for compliance with EDGAR and UGG: <ul style="list-style-type: none"> ● records retention ● audits ● procurement ● obligation and liquidation ● travel expenses and reimbursements ● equipment ● personnel 	
1	Review of selected sample ESSER 1.0, 2.0, and 3.0 expenses and related documentation to test the internal controls of the procedures noted above. CCBOE federal programs staff will provide sample expenses and documentation for each ESSER grant for ERMC consultants to test for alignment with procedures and requirements (including the documents related to ESSER equitable services for participating non-public schools).	
1	Completion of a thorough report including a summary and analysis for every policy and procedure reviewed. Suggestions for potential areas of risk will be provided as well as sample documents and templates (as needed).	
1	Completion of the final written report will be submitted within 90 days of receiving needed information and documents from CCBOE federal programs staff. ERMC consultants will schedule a call with district/federal programs staff to discuss the report determinations.	
1	Availability for calls, virtual meetings, and email communication as needed/requested.	

TOTAL	\$44,500
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SPECIAL NOTES

This quote for educational consulting services is submitted on 07/13/22.
It is valid until 03/01/2023.

This price includes at least two levels of review by experienced educational consultants, who will also utilize information available in ePlan and on other publicly-accessible sites. The estimate includes access to a secure site to which CCBOE staff will upload artifacts for review.

CONTRACTOR:

Educational Resource and Management Consortium, LLC
Dr. Larry J. Baker, CEO
710 Dell Place
Bozeman, MT 59715
406-219-8579
Email: consultants@er-mc.org
<https://www.er-mc.org>

Memorandum of Understanding
Between the Cumberland County Schools &
Dr. Lauren Fox-Bergvin for Consulting Physician Services

School Year 2022-2023

I. Parties:

This agreement is by and between Dr. Lauren Fox-Bergvin and Cumberland County Schools a public school district. Dr. Lauren Fox-Bergvin, hereinafter referred to as the "Consulting Physician" is to document essential assurances, obligations and related information pertaining to medical practices within the Cumberland County Public School System.

II. Purpose

This memorandum of understanding sets out the terms by which Dr. Lauren Fox-Bergvin and the Board of Education will work together to have successful and available health services within Cumberland County schools.

III. Scope of Services

As the Consulting Physician for Cumberland County Public Schools, The following services shall be provided:

- Review of district health related policies, offering suggestions for improvement and aligning with most current medical regulations.
- Review of school protocols for compliance with medical regulations.
- Development of medical protocols, as needed.
- Development and review of standing medical orders, as needed.
- Consult regularly with the lead school nurse.
- Consult with school administrators and other school personnel, as needed.

Examples of where school physician consultation may be useful but are not limited to:

- Students with special health care needs
- Students with individualized educational plans (IEP); individual health care plans (IHCP) and Section 504 plans, as needed
- Immunizations or implementation of state mandated immunization regulations

Infection and outbreak control

- Medical orders for emergency medications
- Policy, procedures and protocols

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

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

IV. Duration of the Understanding

This understanding will remain in effect and may be updated at any time through the written agreement of each partner. Any party can terminate the agreement with 15 days written notice.

V. Signatures

Cumberland County Board of Education and the consulting physician agree to this memorandum of understanding and its purpose. The parties also agree to maintain regular and open communication to evaluate the effect of this agreement and suggest improvements and adjustments that may be necessary.

This agreement constitutes a final written expression of the terms of this agreement.

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

Mr. William Stepp, Director of Schools in Cumberland County

Date

Dr. Lauren Fox-Bergvin

Date

Memorandum of Understanding

between

Avalon Center: Domestic Violence and Sexual Assault Program
and
Cumberland County Board of Education

I. Parties

- a. This memorandum of understanding is by and between the Avalon Center, a nonprofit organization that works to support schools in implementing prevention education, and the Cumberland County Board of Education, a public school district located in Cumberland County, Tennessee.

II. Purpose

- a. This memorandum of understanding sets out the terms by which Avalon Center and the Board of Education will work together to implement the Life of Point Curriculum within Cumberland Counties' schools.

III. Key Contacts

- a. The key contact for the Avalon Center will be the Child and Youth Program Director and the Coordinated School Health Supervisor will be the key contact for the Board of Education. These individuals are responsible for ensuring the conduct of the activities listed below:

IV. Avalon Center's Roles and Responsibilities

- a. Avalon Center agrees to:
 - i. Develop a lesson plan for the Life on Point Curriculum, in compliance with the current state educational standards, to be submitted to the Cumberland County Board of Education for approval.
 - ii. Facilitate presentations of the approved Life on Point lesson plan to Cumberland County students in seventh and eighth grades.

V. Cumberland County Board of Education's Roles and Responsibilities

- a. The Board of Education agrees to:
 - i. Assist in the development of the lesson plan for the Life on Point Curriculum.
 - ii. Provide approval for the Life on Point lesson plan.

- iii. Permit Avalon Center staff to provide Life on Point presentations to Cumberland County students in seventh and eighth grades.
- iv. Provide information to teachers, guidance counselors, and principals within the school system about the availability of Life on Point presentations.

VI. Duration of the Understanding

- a. This understanding will remain in effect until _____ and may be updated at any time through the written agreement of each partner. Any party can terminate the agreement with 15 days written notice.

VII. Signatures

- a. This memorandum of understanding shall be effective upon the signatures of the Avalon Center and Cumberland County Board of Education authorized officials. The Avalon Center and Board of Education both warrant that the persons signing this agreement are authorized to execute this agreement with full authority and bind their respective party accordingly to the memorandum of understanding.

Cumberland Co. Board of Education, Title

Date

Avalon Center, Title

Date



Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Western Governors University
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Local Education Agency (LEA)	Cumberland County School District
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Academic Year of Agreement	1 September 2022 – 31 August 2023
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EPP Contact/Designee	
Name: Jonathan Workman	Title: Field Experience Outreach Relationship Specialist
Email Address: Jonathan.workman@wgu.edu	Phone Number: 385-428-8965

LEA Contact/Designee	
Name: Rebecca Farley	Title: Supervisor of Instruction, Grades Pre-K-8
Email: rfarley@ccschools.k12tn.net	Phone Number: 931-484-6135

Other Key Staff	
Name: Amy Warren	Name: Danielle Borja
Title: Placement Coordinator	Title: Placement Coordinator
Name:	Name:
Title:	Title:

Certification (signatures verify partnership)							
EPP Head Administrator	<table style="width: 100%;"> <tr> <td style="width: 60%;">Name: Jennifer Doshier</td> <td style="width: 40%;">Date:</td> </tr> <tr> <td>Title: Director, Field Experience, Teachers College</td> <td></td> </tr> <tr> <td colspan="2">Signature:</td> </tr> </table>	Name: Jennifer Doshier	Date:	Title: Director, Field Experience, Teachers College		Signature:	
Name: Jennifer Doshier	Date:						
Title: Director, Field Experience, Teachers College							
Signature:							
LEA Director of Schools	<table style="width: 100%;"> <tr> <td style="width: 60%;">Name: William Stepp</td> <td style="width: 40%;">Date:</td> </tr> <tr> <td>Title: Director of Schools</td> <td></td> </tr> <tr> <td colspan="2">Signature:</td> </tr> </table>	Name: William Stepp	Date:	Title: Director of Schools		Signature:	
Name: William Stepp	Date:						
Title: Director of Schools							
Signature:							

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

**Prompt 1: Identify the collaboratively-developed recruitment and selection strategies and goals.
(500 words)**

General Candidate Selection and Support

Educator candidates are admitted to WGU followed by formal admission to the TC and the educator preparation program. During the program candidates receive guidance and support to ensure professional success after graduation.

WGU General Admission Requirements

WGU focuses on student success by identifying students who are most likely to thrive in WGU's learning environment. To be admitted into WGU undergraduate programs applicants must:

- Have earned a high school diploma or GED
- Submit official transcripts of all prior academic work completed at community colleges, colleges, or universities attended.
- Meet any program-specific admissions requirements (see below).
- Interview with a WGU Enrollment Counselor to determine "fit" with WGU's expectations

WGU general admission requirements and policies appear on the website at www.wgu.edu/admissions/requirements. Candidate Recruitment, Selection, and Monitoring, provides a synopsis of this admission process. WGU uses a three-part screening strategy to ensure that admitted students have a higher likelihood of success in the WGU learning environment. This assessment is required for any applicant to the TC who does not submit a transcript verifying completion of at least an associate degree. In addition, to guide the admission of students into its programs, WGU employs a predictive admissions model to assess the likelihood of success for each student, based primarily on their prior academic experience in conjunction with the results of the readiness assessment.

TC Formal Program Admission

Students are accepted into TC programs upon successful completion of basic skills and content exams, background check, dispositional assessment, and competencies in program-specific courses. Formal admission into the program provides access to the Preclinical Experience (PCE). In preparation for DT, candidates complete PCE designed to introduce them to the classroom through a series of activities, including observations and lesson planning.

See agreement below for further information

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Prompt 2: Identify how entities will collaborate to select, prepare, evaluate, support, and retain high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-K-12 learning and development. (500 words)

Clinical educators support teacher candidates throughout clinical experiences and play key roles in the quality of the experience. WGU has collaborated with the school district to implement processes for the selection, training, and support of clinical educators.

Selection

Clinical educators provide regular, detailed feedback to candidates during the clinical experience: Clinical Supervisors (CSs), hired by WGU, and Host Teachers (HTs), selected by the school district, based upon qualifications from Tennessee Educator Preparation Policy 5.504, WGU and the school district.

The CS serves as advisor, observer, and assessor throughout the candidate's experience. The CS must meet the following qualifications:

- Master's degree in education preferred, minimum of a bachelor's degree in education
- 5-years of teaching and/or education administration experience
- Knowledgeable in current teaching strategies
- Comfortable in using technology to enhance teaching
- Comfortable with virtual settings

The HT is the cooperating teacher in the school who hosts the candidate.

WGU additional qualifications:

- 5-years of experience preferred
- Models WGU ethical considerations
- Demonstrated competence with technology

Training

WGU provides training for clinical educators. The Clinical Experience Liaison Team (CEL) conducts training, tracks completion of training, and creates all support resources.

Clinical Supervisors. Must attend orientation prior to each cohort, which provides training information, expectations, and informs when and where to go for support.

Host Teachers. WGU provides training and support to effectively guide, collaborate, and support the teacher candidate. Prior to the clinical experience, a welcome email is sent including a links to the Host Teacher Training Webinar, the Online Host Teacher Folder, and the Host Teacher Training and Support Site.

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Support Resources

CEL maintains support sites for CSs and HTs that serve as resources after orientation and houses all training materials. They contain all information CS's and HT's need to complete their duties, including policies, procedures, and expectations concerning CS and HT quality and job duties; support for our candidates; how to work with adult learners; pacing during demonstration teaching, etc.

CEL implemented outreach programs for CSs and HTs to increase communication, training, support, and to help build a sense of community. Emails are sent to provide just-in time support throughout the cohort. These short but impactful outreach efforts include updates, timely reminders, tips, and trainings to assist the CS/HT continue to support candidates, and inspirational stories about our students.

Evaluation and Retention

The WGU Clinical Partner Survey provides a 360-degree evaluation of how well Teachers College programs prepare and support candidates during demonstration teaching. Perspectives from the HT, CS, principals, and candidates provide evidence of the quality of candidate performance, program preparation, and support mechanisms during demonstration teaching. Individual feedback will be shared with the appropriate clinical educators.

See agreement below for further information

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and the District. The terms and conditions set forth in this Agreement shall take effect and bind the parties upon District's acceptance of a WGU Teacher Candidate for Field Experience. (Alternatively, if a different agreement is desired, or if a signed agreement is needed please contact WGU as described at the end of this Agreement.)

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the WGU full-time and continuous requirement of 12 weeks or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

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C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - Caring and considerate
 - Affirming of diversity and cross-culturally competent
 - Reflective practitioner
 - Equitable and fair
 - Committed to the belief that all students can learn
 - Collaborative
 - Technologically proficient
 - Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.

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- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Designation of Representative.** Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work

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samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.

- You must follow appropriate protocol to submit recordings to WGU.
 - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
 - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
 - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
 - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
 - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
 - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
 - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
 - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

This Agreement is effective as indicated above.

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 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and Cumberland County Schools, with its principal office at 368 4th 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. 73912 with the State of Tennessee, Department of Education (the "State"), dated April 1, 2022, pursuant to which TNTP would provide support services for school districts awarded a Math Implementation Support Grant ("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 Math Implementation Support Grant Recipient. 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 **April 30, 2024** (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 \$142,500 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
May 20, 2023	\$71,250.00
April 30, 2024	\$71,250.00
Total	\$142,500.00

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.

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 Schools

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.)

TDOE Math Implementation Support Grant: TNTP Scope of Work for Cumberland County Schools

Overview: The TDOE math implementation support grant is a crucial opportunity to support leaders and teachers across the state in deepening understanding of the revised TN Math Academic Standards to be implemented in SY23-24, building knowledge of high-quality instructional materials to inform the textbook adoption process, and supporting ongoing curriculum implementation and instructional best practices using a unified vision for strong math instruction informed by the TN Math Instructional Practice Guide (IPG). TNTP will work in collaboration with Cumberland County Schools to provide targeted support aligned to your district’s needs in accordance with the grant budget (\$71,250 per year for school years 2022-23 and 2023-24; \$142,500 total for the duration of the partnership). Our work with leaders and teachers will focus on the priority areas and development opportunities outlined below.

Primary Focus Area(s) for Support:

- Support will focus on secondary grade levels, with a focus on vertical alignment between middle and high school.
- Primary support audience in year one will be school leaders. Support will focus on:
 - Deepening leaders’ vision of strong math instruction (as outlined in the revised TN Math Academic Standards, math instructional shifts, and Instructional Practice Guide)
 - Conducting regularly-occurring math classroom walkthroughs to set a vision of strong math instruction and monitor progress
 - Participating in teacher-facing support opportunities, as applicable (see below)
- Secondary support audience in year one will be lead teachers serving on textbook adoption committees. Support will focus on:
 - Deepening teachers’ vision of strong math instruction (as outlined in the revised TN Math Academic Standards, math instructional shifts, and Instructional Practice Guide)
 - Supporting the math textbook adoption process

Proposed Scope of Work for SY22-23

August 1, 2022 – June 30, 2023

The general focus for the first year of the grant will be on supporting teachers and leaders with the revised TN Math Academic Standards and high-quality instructional materials to support the textbook adoption process and to build a vision of excellent math instruction through instructional walkthroughs and other professional development, as applicable. In SY22-23, TNTP will provide the following learning opportunities for district leaders, school leaders, and teachers. Content, timing, and delivery of specific support options can be modified for district needs/context. TNTP and the district may agree in writing to revise the proposed services below.

SY22-23 Supports				
	Strategic Planning Sessions	IPG Training/Walkthroughs	PD Sessions	
<i>Purpose</i>	Planning sessions to discuss the district’s focus areas and support plan for the first year of the grant, and recurring check-ins to monitor progress and make adjustments to the support plan as needed	Support leaders in developing their knowledge and understanding of what excellent math instruction looks like, using the TN Math IPG as an observation tool	Training to support teachers’ understanding of revised math standards, elements of high-quality instructional materials, using Instructional Focus Documents to strengthen mathematics instruction, and/or similar topics identified based on district needs	
<i>Primary Audience</i>	District Leaders	District/School Leaders	Teachers, School Leaders	
<i>Cost per session</i>	\$2,500/session	\$9,000/walkthrough day	\$5,000/session	
<i>Amount</i>	3 sessions (BOY, MOY, EOY)	3 1-day walkthroughs (3 days total) (BOY, MOY, EOY)	7 sessions (timing TBD in collaboration with district)	

<i>Support Cost</i>	\$7,500	\$27,000	\$35,000	\$69,500 Total for Initial Scope of Work
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Cost per support above 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.

Proposed Scope of Work for SY23-24

July 1, 2023 – April 30, 2024

The general focus for the second year of the grant will be on curriculum implementation (depending on the materials that the district selects for implementation in SY23-24) and continued focus on setting a vision of excellent math instruction and progress monitoring through instructional walkthroughs and other professional development, as applicable. TNTP is committed to developing a scope of work in SY23-24 that aligns with the district’s most current and relevant needs. Therefore, after implementing the professional services outlined above, we will collaboratively re-evaluate the district’s math implementation support needs to define strategic priorities for the remainder of the grant term. In June–July 2023, TNTP and district leaders will determine the Scope of Work for SY23-24 using, but not limited to, the list of services outlined in the State contract and confirming the services in writing. Services will be selected in accordance with and will not exceed the district’s remaining grant budget after completing services in SY22-23. The Scope of Work for SY23-24 is subject to the terms of this Agreement.

The scope of work for SY23-24 may include some, but not all, of the support options listed below. Support can be modified for district needs/context, depending on the results of the textbook adoption process in SY22-23 and on any additional priorities that may arise.

Support Options	Cost
Planning session to help district identify areas of greatest need to determine the district’s focus area for the duration of the two (2) year grant	\$2,500.00/planning session
HQIM knowledge building sessions	\$5,000.00/session
Focused Leader Walk-Through training using the TN Math IPG (School Leader and District leader)	\$9,000.00/training
Focused leader Walk-through training or Coaching on providing teacher support with TN Math IPG	\$9,000.00/training or coaching session
Unit preparation/Lesson Preparation training for math lessons	\$5,000.00/training or coaching session
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	\$5,000.00/training
Coaching on the use of IFDs in tandem with the TN Math IPG	\$5,000.00/coaching session
Training for math educators in effective research-based instructional strategies (e.g., CRA) and practices for teaching math	\$5,000.00/training
Embedded lesson support for foundational math skills in kindergarten (k) through grade two (2)	\$2,750.00/half day
Training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I instruction	\$5,000.00/training
Training and support on using the IFDs to strengthen mathematics instruction	\$5,000.00/training
Training and support for tutoring program design	\$5,000.00/training



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

ADMINISTRATIVE AND CLINICAL SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made on this ___day of _____, 2022, by and between Cumberland County School District (hereinafter known as "School District") with its principal office at 368 4th Street, Crossville, TN, 38555, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principal office in Chattanooga, TN, 37421.

WITNESSETH

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

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

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

1. **Term.** The term of this Agreement shall be from July 1, 2022 through June 30, 2023.
2. **Administrative Services.**
 - (a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the “Administrative Services”):
 - On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District

("School District Providers") or who have a current contract with Board of Education ("Contract Providers").

- Assist in credentialing of eligible providers on behalf of the School District. To be eligible for claiming, nursing services must be performed under the supervision and order of a Physician, a Physician's Assistant, or a Nurse Practitioner. Claims for nursing services will be submitted using the credentials and provider number for the supervising Physician, Physician's Assistant, or Nurse Practitioner.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Train SCHOOL DISTRICT PROVIDERS and CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT PROVIDERS 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 SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying

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

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

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

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

3. Clinical Services.

(a) To the extent that is necessary to facilitate submission of claims for eligible services, Contractor shall provide Clinical Services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers and will serve as the billing entity for the nursing services. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

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

4. Compensation.

(a) In consideration for the Administrative Services and Clinical Services provided by Contractor, SCHOOL DISTRICT agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Providers or CONTRACTED Providers and billed by Contractor. If Clinical services are not needed, then the Fee for Administrative Services will be reduced by five percent (5%).

(b) Contractor will provide regular reports to SCHOOL DISTRICT of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

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

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

6. SCHOOL DISTRICT RESPONSIBILITIES.

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

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Healthcare 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) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

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

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

8. Acknowledgments.

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

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

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

9. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

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

DISTRICT Students by SCHOOL DISTRICT Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

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

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

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

negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

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

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

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

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

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

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

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

SCHOOL DISTRICT

Stellar Therapy Services, LLC

Director of Schools

Melissa Christopher, Owner

Address for Notices:

PO Box 8114
Chattanooga, TN 37414

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

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

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

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

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

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

SCHOOL DISTRICT REPRESENTATIVE

Date

Stellar Therapy Services, LLC

Date