

**Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803**

**BOARD OF EDUCATION
REGULAR MEETING**

**5:30 PM, July 8, 2019
Maryville High School**

Chairman Pope

**I. CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE**

II. ADOPT AGENDA

III. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS

IV. CONSENT AGENDA ITEMS

1. Approve Minutes of June 10, 2019, meeting (Attachment)
2. Approve updated Board Policy Manual sections 1.803, 1.901, 3.201, 3.500, 4.209, and 4.603 on second reading.
3. Ratify executive committee approval of Canvas Cloud Subscription from Instructure- Funding Source: Instructional Supplies \$17,791.04 (Attachment A1)
4. Approve TE21 software purchase 2019-2020 - Funding Source: Instructional Supplies \$60,980.00 (Attachment A2)

V. AGENDA ITEMS

1. Consider 2020-21 Maryville City Schools Calendar (Attachment B1)
2. Consider counseling contract with Helen Ross McNabb (Attachment B2)

VI. REPORTS FROM DIRECTOR OF SCHOOLS

VII. RECOGNITION OF STAFF AND STUDENTS

VIII. COMMENTS FROM BOARD MEMBERS

IX. ADJOURN

Upcoming meeting dates:

August 12, 2019 – 5:30 pm, Maryville High School

September 16, 2019– 5:30 pm Montgomery Ridge Intermediate School



MARYVILLE CITY SCHOOLS

Mike Winstead
Director of Schools

833 Lawrence Avenue
Maryville, Tennessee 37803

July 1, 2019
Maryville City School Board
Executive Committee Meeting

Approve Canvas Cloud Subscription from Instructure – Funding Source: Instructional Supplies \$17,791.04.

APPROVED:

Director of Schools *Amy Wagner* Date 07/01/2019

Chairman, Board of Education *Bethany N Pope* Date 07/01/2019

11/10

11/10

Maryville Board of Education

Nick Black

Candy Morgan

Chad Hampton

Bethany Pope

Julie Elder



Instructure, Inc.

6330 South 3000 East, Suite 700

Salt Lake City, Utah 84121

United States

ar@instructure.com 801-869-5000

Invoice

Date	Invoice #
31-May-2019	INV337537

Bill To

Maryville City Schools
833 Lawrence Ave
Maryville TN 37803-4857

Remit ACH/Wire:
Silicon Valley Bank
ABA: 121140399
Account: 3300926617
International Swift: SVBKUS6S

Remit Check:
Dept CH 16968
Palatine, IL 60055-6968

Terms	Due Date	Ordered By	PO #	Sales Rep
Net 30	01-Jul-2019	Amy Vagnier		193 Lyon, Cortny

Description	Start Date	End Date	Qty	Unit Price	Amount
Canvas Cloud Subscription	01-Jul-2019	30-Jun-2020	4,196	\$4.24	\$17,791.04

Subtotal	\$17,791.04 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$17,791.04 USD
Amount Applied	\$0.00 USD
Amount Due	\$17,791.04 USD

Bethany N Pope



TE21, Inc.

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

QUOTE/ORDER AGREEMENT

A2

VALID UNTIL: 08-15-2019

Quote Number: Q-005960

Quote Name: Maryville City TN - BA IB - 19-20 - 07/03/2019 10:42

Business Partner: LEARNING PARTNERS, LLC

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

Customer:	Maryville City School District		
Address:	833 Lawrence Ave, Maryville, TN 37803		
Contact Name:	Amy Vagnier	Title:	Academic Assessment Director
E-mail:	amy.vagnier@maryville-schools.org	Phone:	(865) 982-7121

PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
1,255	Students	TN-MiddBA	CASE Benchmark Assessments - TN Middle School	District Pricing -Two BA	\$8.00	\$10,040.00
2,443	Students	TN-ElemBA	CASE Benchmark Assessments - TN Elementary School	District Pricing -Two BA	\$8.00	\$19,544.00
2,549	Students	TN-HighSubj	CASE Benchmark Assessments - TN High School Benchmarks by Tested Subject	District Pricing -Two BA	\$4.00	\$10,196.00
5,300	Students	StudentRpt	Individual Student Reports	Custom Pricing	\$0.00	\$0.00
1	Package	PD-DRFree	Data Review Session Pre-Recorded Webinar	TE21 Base Pricing	\$0.00	\$0.00
5,300	Students	BA Online MC	Online Student Access - MasteryConnect Platform	MC Platform	\$4.00	\$21,200.00
5,300	Students	CASE-IB TE21	CASE Item Bank	Custom Pricing	\$0.00	\$0.00
					Total:	\$60,980.00

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

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

Additional details of your order follow.



QUOTE/ORDER AGREEMENT

Elementary Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	3	Yes - TE21 Customer	K (2 BA), 1-5 (3 BA)
Math	Yes	3	Yes - TE21 Customer	K (2 BA), 1-5 (3 BA)
Science	Yes	3	Yes - TE21 Customer	3-5
SS	Yes	3	Yes - TE21 Customer	3-5

Middle Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA	Yes	3	Yes - TE21 Customer	6-8
Math	Yes	3	Yes - TE21 Customer	6-8
Science	Yes	3	Yes - TE21 Customer	6-8
SS	Yes	3	Yes - TE21 Customer	6-8

High School Assessment Order Detail				
Subject	Ordered?	# of Tests per Year - Traditional	# of Tests per Semester - Block	Online?
Standard Package – All Subjects				
Standard English	Yes		2	Yes - TE21 Customer
Standard Math	Yes		2	Yes - TE21 Customer
Standard Science	Yes		2	Yes - TE21 Customer
Standard History	Yes		2	Yes - TE21 Customer
Exceptions or Notes	Testing Alg I/Alg II/Geo; with additional pre-test for Alg II (Alg I final comp).			

Additional Assessment Details			
Assessment Package			
College and Career Ready Assessments			
Grades to Test		# of Students	
CASE Item Bank Subscription			
Grades to Access	K-11	# of Students	5,300
Subscription Start Date	11-16-2019	Subscription End Date	11-14-2020
New Subscription Notes			
Online Delivery Platform Vendor			
CASE Item Bank		Assessments	
MasteryConnect		MasteryConnect	
Special Instructions			
This quote is for CASE assessments and CASE item bank for grades K-11, delivered via MasteryConnect platform (with GradeCam). Pricing with the substantial discounts is ending in 19-20.			



QUOTE/ORDER AGREEMENT

ASSESSMENT ORDERS:

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

PRICING, TERM AND EXPIRATION: This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before **08-15-2019**.

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

Special Payment Terms:

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

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

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

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

TE21, Inc.

Customer: Maryville City School District
Quote: Q-005960

By: 	By (Authorized): 
Name: Lou Ann Little	Name: Amy Vagnier
Title: Chief Financial Officer	Title: Assistant Director of Schools
Date: 7/3/2019	Date: 7.3.2019

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

Role	Name	Title	Email	Phone
Main Contact Benchmarks	Amy Vagnier	Academic Assessment Director	amy.vagnier@maryville-schools.org	(865) 982-7121
Main Contact Item Bank	Amy Vagnier	Academic Assessment Director	amy.vagnier@maryville-schools.org	(865) 982-7121

2020-2021

Maryville City Schools

July '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August '20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 22 - Administrative Day

July 23 - Professional Development

July 24 - Registration

July 27 - Administrative Day

July 28-29 - Professional Development

July 30 - First day of classes

September 7 - Labor Day

October 5-9 - Fall Break

October 12 - Intervention & Enrichment

October 13 - Professional Development

November 3 - Professional Development

November 25 - Professional Development (self-directed, banked time)

November 26-27 - Thanksgiving Break

December 15 - Last day for students before break

December 16 - Administrative Day

December 17-January 3 - Winter Break

January 4 - Professional Development

January 18 - Holiday

February 15 - Professional Development

March 11-12 - Intervention & Enrichment or SNOW
MAKEUP if needed

March 15-19 - Spring Break

April 2 - Holiday

May 20 - Last day for students

May 21 - Administrative Day

May 24-June 30 - Intervention and Enrichment

In addition to the above listed professional development, teachers must earn 13 additional, pre-approved professional development hours before the close of school.

Teachers must earn six parent/teacher contact hours throughout the year.

First 5 snow days will use stockpiled days.

Snow days 6 and 7 made up on March 11-12

**CONTRACT
BETWEEN MARYVILLE CITY SCHOOLS
And
HELEN ROSS MCNABB CENTER**

This Contract, by and between **MARYVILLE CITY SCHOOLS (MCS)**, hereinafter referred to as the 'Contractor' and **HELEN ROSS MCNABB (HRMC)**, hereinafter referred to as the "Subcontractor," is for the provision of **SCHOOL BASED MASTERS LEVEL THERAPEUTIC** services, as further defined in the "SCOPE OF SERVICES".

A. SCOPE OF SERVICES:

A.1. These Subcontracted Services are requested by the Contractor for the following service(s):

Direct Clinical Services to Students: Assessment, Individual, group and family therapy, care coordination services

Indirect/Supportive Services: Consultation and training with school personnel

A.2. HRMC will provide two (2) Master's Level clinicians for up to 40 hours per week each to serve as school behavioral health liaisons (SBBHL). Each SBBHL will provide direct therapeutic services and will assess, coordinate, and advocate for the emotional, educational, and mental health needs of the students served. Linkages and referrals will be made as appropriate for the student, family and school/community.

a. Maryville City Schools agrees to the following:

1. The SBBHL will have access to the building and campus of the school and is subject to the same regulations of school staff.
2. School personnel will assist in coordinating the scheduling of group and individual activities with HRMC's SBBHL staff.
3. Teachers will notify Guidance Counselors of the need for individual referral to SBBHL services; Guidance Counselors will submit formal referral to SBBHL as appropriate.
4. School personnel may assist the SBBHL in regards to obtaining parental permission for students (when students are under 16 years of age).
5. Students may be released from class to receive services from the SBBHL at the teacher's discretion.
6. The principal or principal's designee may provide the SBBHL with information about student grades and attendance after the SBBHL has obtained parent permission for services if such information is necessary to assessment of the student's need for services by the counselor and the confidentiality of the information is protected.
7. A furnished, confidential workspace at the school will be provided for use by the SBBHL. This space will be utilized to conduct individual sessions with students, meetings with teachers, etc.
8. The SBBHL will have access to the school's wifi service so that he/she can connect to HRMC's Electronic Medical Record on-site.

b. The Helen Ross McNabb Center agrees to the following:

1. HRMC will provide two (2) full time Master's Level staff person to conduct all program services at the school.

2. HRMC will ensure the SBBHL is available on the premises of the school 5 days per week (2-3 days per week/per school if serving two schools); except in the case of school holidays, holidays at the Helen Ross McNabb Center, required meetings or trainings related to the SBBHL program, professional development/continuing education, or short-term illness.
3. Any SBBHL contracted for 12 months will continue to render services to MCS students/families during the summer months via office appointments and home visits.
4. HRMC will provide adequate liability insurance coverage for the activities of the SBBHL.
5. The SBBHL shall adhere to all school conduct standards while on-site. Any concerns that arise should be reported by the principal to the SBBHL's direct clinical supervisor at the Helen Ross McNabb Center.
6. The SBBHL will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
7. The SBBHL will obtain parental permission as necessary prior to the delivery of services to students.
8. HRMC will provide the SBBHL with adequate supplies for the provision of services.
9. All communications by the SBBHL and other agency staff shall clearly identify the SBBHL as an employee of the Helen Ross McNabb Center.
10. All news releases about operation of the SBBHL at the school will be submitted to the Principal for review prior to publication.
11. HRMC will ensure adequate supervisory oversight of the SBBHL and commits to ongoing dialogue regarding program outcomes and need for improvement.

B. Terms and Conditions

- B.1. Terms of Agreement and Termination. This agreement shall be effective for a period of twelve (12) months commencing on July 1, 2019 and shall end on June 30, 2020. Maryville City Schools shall have no obligation for services rendered by the HRMC which are not performed within the specified period.
- B.2. Rate. One twelve (12) month position at \$50,000 per year and one ten (10) month position at \$41,500 for a total of \$91,500 to be invoiced in equal payments monthly. HRMC will bill insurance with client permission for allowable services rendered. The annual rate per position cited above is dependent upon the ability to bill insurance for 65% of each clinician's case load of twenty-five students. If TennCare referrals fall below an average of 65% for each clinician's caseload annually, the contract shall be adjusted by the dollar amount listed below and the adjustment will be assessed on the final invoice.

≤60% of all referrals have TennCare- additional \$5,000 added to the final invoice

≤55% of all referrals have TennCare- additional \$10,000 added to the final invoice
- B.3. Liability. The Contractor shall bear full responsibility for compensation to the Subcontractor under the terms of this contract.
- B.4. Invoices. The Subcontractor will submit quarterly invoices for services provided within the scope of this contract to the Contractor. Payment is due within 30 days from date of submission.
- B.5. Termination of Contract. In the event the Subcontractor's services within the scope of this contract are no longer needed, the Contractor will provide a written termination detailing the reason for termination (i.e. student withdrawal, budgetary deficiencies, etc.) to the Subcontractor within 30 days of termination date.

C. STANDARD TERMS AND CONDITIONS:

- C.1. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties. MCS may opt to increase the 10 month position to a 12 month position through a written amendment and agreement of the HRMC staff employed in the 10 month position at the time of the request.
- C.2. Records. The Subcontractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Subcontractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment.
- C.3. Insurance. The Contractor shall carry sufficient public liability, professional liability, and other appropriate forms of insurance to cover the Subcontractor, and be deemed liable for incidents resulting from services provided within the scope of this contract. The Contractor in no event will be liable for any indirect, incidental, consequential, special or exemplary damages for any service provided by Subcontractor outside of the scope of this contract.
- C.4. Notices. Any notice required or permitted under this contract will be directed to the following representatives or such other address as either party may designate by written notice to the other:

Maryville City Schools
Heather Ledbetter
School Coordinator Health Director
833 Lawrence Avenue
Maryville, TN 37803
865-982-7121

Helen Ross McNabb Center:
Mona Blanton-Kitts
Regional Vice President
201 W Springdale Ave
Knoxville, TN 37917
865-637-9711

D. SPECIAL TERMS AND CONDITIONS:

- D.1. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Subcontractor by the Contractor or acquired by the Subcontractor on behalf of the Contractor shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Subcontractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.
- D.2. HIPAA and HITECH Compliance. Subcontractor warrants to the Contractor that it is familiar with the requirements of the Health Insurance Portability & Accountability Act of 1996 (HIPPA) and its accompanying regulations and will comply with all applicable HIPPA requirements in the course of this contract. Subcontractor warrants that it will cooperate with the Contractor in the course of performance of the contract so that both parties will be in compliance with HIPPA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPPA and its regulations. Subcontractor will sign any documents that are reasonably necessary to keep the Contractor and Subcontractor in compliance with HIPPA, including but not limited to business associate agreements.

Helen Ross McNabb Center

Date

Maryville City Schools

Date