

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH NISWONGER FOUNDATION FOR PROJECT ON-TRACK TUTORING FOR KINGSPORT CITY SCHOOLS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, Kingsport City Schools has partnered with Niswonger Foundation in past years for their Project On-Track Tutoring Program; and

WHEREAS, the administration would like to expand these services to more schools for the 2024-2025 school year; and

WHEREAS, funding will be provided by Niswonger Foundation in accordance with guidelines established by the TN ALL Corps Community Partner Grant; and

WHEREAS, the total budget allocation is \$149,476.00; and

WHEREAS, the Board of Education approved this agreement on September 10, 2024.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN AS FOLLOWS:

SECTION I. That a Memorandum of Understanding with Niswonger Foundation for Project On-Track is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10, of the Charter of the City of Kingsport, the agreement with Niswonger Foundation and all other documents necessary and proper, and to take such acts as necessary, to effectuate the purpose of the agreement or this resolution, said agreement being as follows:

Project On-Track: High-Dosage/Low-Ratio Tutoring Program
TN ALL Corps Community Partner Grant – TN Department of Education
Memorandum of Understanding

NISWONGER FOUNDATION Contact Person: Debra Bentley, Project Director

PARTNER/ Contact Person(s): Dr. Brian Cinnamon and Dr. Holly Flora, Kingsport City Schools

This agreement between the NISWONGER FOUNDATION and the City of Kingsport for its Kingsport City Schools (hereinafter "Kingsport City Schools" is in accordance with guidelines established by the TN ALL Corps Community Partner Grant.

The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

Statement of Work for Kingsport City Schools:

- Scope of Project – Kingsport City Schools will serve as an operational partner of Project On- Track. This partnership is expected to extend from September 1, 2024 through July 31, 2025.
- Personnel – Dr. Brian Cinnamon and Dr. Holly Flora will serve as the overall project coordinators for Project On- Track activities.
- Working Relationship – Debra Bentley, as Project Director, will serve as the primary point of contact between Niswonger Foundation and program partners. The project director will ensure this point of contact remains abreast of all developments and events.

Work to be performed

A. Collaborate with Niswonger Foundation to develop strategies and procedures for successful implementation of high dosage/high impact literacy and/or math tutoring for grades 1-8 at identified site(s) during the 2024-2025 school year.

1. The district will determine site(s) where students will work with trained tutors.
2. Site coordinator(s) will be selected to oversee project operations, participate in professional training, and supervise trained tutors. Site coordinators will receive a document "Site Coordinator's Essential Functions" and are required to attend informational and training meetings as scheduled by Project On-Track team.
3. Tutors will be selected to work with students per TN ALL Corps guidelines at designated times determined by the school district. Tutors will receive a document "Academic Tutor's Essential Functions".
4. Project On-Track staff members will provide all training for selected tutors in both literacy and mathematics. Tutor training sessions will be 2-7 hours depending on the content/subject area. Tutors will be compensated at their agreed upon rate of pay for completing training sessions. Tutors will be required to participate in training regarding trauma-informed care practices with compensation provided.
5. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of time management, classroom management, and communication so that tutoring sessions meet the needs of all students.
6. PROJECT ON-TRACK shall comply with T.C.A. § 49-5-413, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for any person prior to permitting that person having contact with students or entering school grounds when students are present. PROJECT ON-TRACK hereby certifies that PROJECT ON-TRACK will prior to having contact with students or entering on school grounds when children are present successfully completed the required background check or otherwise complied with T.C.A. § 49-5-413(d) and have no disqualifications under T.C.A. § 49-5-413(d).

B. The district will identify and select students in grades 1-8 who are struggling in the mastery of grade level academic skills and standards. Students must be scheduled for a minimum of two 30-minute tutoring sessions per week for a minimum of 12 weeks per semester. Project On-Track and the school district cannot serve students in the same content area during the same tutoring cycle. Districts are requested to provide Project On-Track tutoring supports for Students With Disabilities (SWD) and English Learners. TN ALL Corps requires each district to provide the state identification number for each student served in Project On-Track for the school year.

1. The district will use multiple sources of data and information in selecting the students who will be part of the tutoring program which can include but not limited to 2023-2024 assessment results, beginning-of-year universal screening results, beginning of year assessments, district benchmark results, and teacher recommendations.
2. Instructional materials to be used with Project On-Track students are as follows: Literacy (grades 1-2) – mCLASS Intervention and Boost Reading
Literacy (grades 3-5) – Scholastic "Storyworks" and Lexia Core 5
Literacy (grades 6-8) – Scholastic "Scope" and Lexia Power Up
Math (grades 1-8) – School district's math curriculum materials
3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student's family will receive a monthly progress report from the tutor identifying areas of strength and areas for focus.

C. Establish budget and financial oversight procedures regarding compensation for site coordinator(s) and tutors for the 2024-2025 school year.

1. Niswonger Foundation and the district's leadership will agree to payment and compensation processes and procedures. Project On-Track requires tutors to be financially compensated based on the district's discretion.
2. Tutors will maintain time records to be used for compensation and/or other requirements to show evidence of work per school district's policies.

The following stipulations shall apply:

1. The Niswonger Foundation shall approve the purpose, administration, and supervision of all phases of the services to be provided under all parts of this agreement.
2. This agreement may be terminated by either party upon receipt of 30 days' written notice. Any change to this agreement requires an amendment with the same authoritative signatures as the original. Neither party shall have the right to assign or transfer its rights or obligations under this MOU without written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

Payment for Services

The funds awarded under the Project On-Track grant are available on a reimbursement basis and in accordance with payment schedule agreed to by the school district and the Niswonger Foundation. The reimbursement schedule can be monthly, quarterly, or semi-yearly. Site coordinators and tutors will maintain time sheets as required by the district partner. The district/agency may add to the invoice Social

Security and Medicare at 7.65% and actual cost of retirement. Kingsport City Schools will send Niswonger Foundation invoices to the following individual using the contact information provided with emailing of reimbursements highly preferred:

Niswonger Foundation
ATTN: Pam Cox
223 N. Main St. P.O. Box 1508
Greeneville, TN 37744
Phone: 423.820.8181
Email: pcox@niswongerfoundation.org
Budget Allocation

Sevier Middle School	\$42,840.00
Kennedy Elementary	\$26,000.00
Lincoln Elementary	\$14,336.00
Roosevelt Elementary	\$16,800.00
Adams Elementary	\$26,500.00
Site Coordinator Stipends (@ \$4,000.00 per site)	\$20,000.00
Supply Allocation (@ \$600.00 per site)	\$3,000.00
Total Allocation	\$149,476.00

{Acknowledgements Deleted for Inclusion in this Resolution.}

Section III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

Section IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort, and prosperity of the citizens of the city.

Section V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this 17th day of September 2024.

PAUL W. MONTGOMERY, Mayor

ATTEST

ANGIE MARSHALL, Deputy City Recorder

RODNEY B. ROWLETT, III, City Attorney