

RESOLUTION NO. 29756

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HAMILTON COUNTY BOARD OF EDUCATION FOR YOUTH AND FAMILY DEVELOPMENT AND HUMAN RESOURCES COLLABORATION TRAINING SERVICES RELATED TO WORK-BASED LEARNING AT THE HOWARD SCHOOL.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator for the Department of Youth and Family Development to enter into a Memorandum of Understanding with Hamilton County Board of Education for Youth and Family Development and Human Resources Collaboration Training Services related to work-based learning at the Howard School.

ADOPTED: December 18, 2018

/mem

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HAMILTON COUNTY BOARD OF EDUCATION  
AND  
THE CITY OF CHATTANOOGA**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018 by and between the CITY OF CHATTANOOGA, a Tennessee municipal corporation with an address at 101 E. 11<sup>th</sup> Street, Chattanooga, TN 37402 (“City”) and THE HAMILTON COUNTY BOARD OF EDUCATION, with an address at 3074 Hickory Valley Road (“HCBE”) (collectively “Parties”).

WHEREAS, HCBE serves as the governing body of the Hamilton County Department of Education; and

WHEREAS, HCBE desires to enter into this MOU on behalf of The Howard School (“Howard”), which is a high school in the Hamilton County Department of Education school system; and

WHEREAS, Howard will host a Work Based Learning Program for certain students who attend Howard; and

WHEREAS, this MOU shall govern Howard’s Work Based Learning Program as set forth more fully in **Exhibit A** which is attached hereto and incorporated herein by reference; and

WHEREAS, the City, by and through its Department of Youth and Family Development and its Human Resources Office, agrees to provide certain administrative, financial, and staffing support and resources to Howard’s Work Based Learning Program as set forth more fully in **Exhibit A**.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **EFFECTIVE DATE**. The effective date of this MOU shall be the date upon which the MOU is signed by the City’s authorized signatory.
2. **TERM**. This MOU shall be for a period of \_\_\_\_\_ beginning on the Effective Date.
3. **COMPENSATION**. The Parties hereby acknowledge and agree that no compensation will be paid by either party for the activities to be performed under this MOU.
4. **SCOPE OF WORK**. The Parties’ responsibilities in relation to the activities of Howard’s Work Based Learning Program are set forth in the attached **Exhibit A**.

5. NOTICE. Any notices, documents, correspondence or other communications concerning this MOU or the work hereunder may be provided by personal delivery, email or U.S. Postal Mail and shall be addressed as set forth below:

If to Hamilton County Board of Education:

Hamilton County Board of Education  
Attn: [Insert Name]  
3074 Hickory Valley Road  
Chattanooga, TN 37421  
[Insert Telephone Number]  
[Insert Email Address]

If to City:

City of Chattanooga  
Attn: Yolanda Johnson  
Dept. of Youth and Family Development  
501 W. 12th Street  
Chattanooga, TN 37402  
(423) 643-6402  
yjohanson@chattanooga.gov

With a Copy to:

The Howard School  
Attn: Dr. LeAndra Ware  
2500 Market Street  
Chattanooga, TN 37408  
[Insert Telephone Number]  
[Insert Email Address]

With a Copy to:

City of Chattanooga  
Office of the City Attorney  
100 E. 11th Street, Suite 200  
Chattanooga, TN 37402  
(423) 643-8250

6. INDEMNIFICATION. HCBE shall fully indemnify and hold harmless City from and against any and all losses, penalties, damages, injuries, settlements, costs, charges, professional fees, including reasonable attorney's fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the performance of the activities under this MOU.

7. INSURANCE. [Check to see if HCBE is self-insured].

8. TERMINATION. Both Parties reserve the right to terminate this MOU at its sole convenience with thirty (30) days written notice. In the event of termination, the Parties must immediately stop all activities pursuant to this MOU.

9. DISPUTE RESOLUTION. Claims, disputes, or other matters in question between the parties to this MOU arising out of or relating to this MOU, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The Parties agree to share equally in the expense of the mediation.

- c. Such mediation may include HCBE or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

10. LEGAL EFFECT. This MOU is intended to be a legally binding agreement between the Parties.

11. GOVERNING LAW. This MOU shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga.

12. WAIVER. A waiver by either City or HCBE of any breach of this MOU shall be in writing. City's failure to insist on performance of any of the terms or conditions of this MOU or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

13. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this MOU or the occurrence of any event rendering any portion or provision of this MOU void shall in no way affect the validity or enforceability of any other portion or provision of this MOU. Any void provision shall be deemed severed from this MOU, and the balance of this MOU shall be construed and enforced as if this MOU did not contain the particular portion or provision held to be void. The parties further agree to amend this MOU to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article 13 shall not prevent this entire MOU from being void should a provision which is of the essence of this MOU be determined void.

14. ASSIGNMENT. Neither City nor HCBE shall assign any rights or duties under this MOU without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this MOU.

15. THIRD PARTY RIGHTS. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than City and HCBE.

16. RELATIONSHIP OF PARTIES. Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of HCBE, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this MOU.

17. NON-DISCRIMINATION. HCBE agrees to comply with all federal, state, and local non-discrimination laws and regulations. HCBE agrees not to discriminate against any participant in this MOU on the basis of race, color, religion, sex, age or national origin. HCBE further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

18. FEDERAL OR STATE FUNDING. In the event that the services under this MOU are funded in whole or in part by Federal or State grants, HCBE agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

19. ENTIRE AGREEMENT. This MOU represents the entire and integrated agreement between City and HCBE. All prior and contemporaneous communications, representations, and agreements by HCBE, whether oral or written, relating to the subject matter of this MOU are hereby incorporated into and shall become a part of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their respective authorized signatories.

CITY OF CHATTANOOGA, TENNESSEE

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

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

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

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

HAMILTON COUNTY BOARD OF EDUCATION

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

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

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

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

## **Exhibit A**

### Proposal for Howard's Work Based Learning Program (WBL):

On behalf of our WBL students, we are very grateful for the opportunity to share our vision for transforming Howard's Work Based Learning program. We believe the following additions to our existing program will certainly boost student outcomes to a higher level.

The seven priorities are:

1. A WBL Outreach Assistant: A part-time person may suffice. It is believed that our program enrollment can possibly grow once assistance is provided with the following four tasks:
  - a) Help secure QUALITY placements/internships linked with career interest.
  - b) Assist with transportation.
  - c) After placements are secured, assist with bi-monthly monitoring students' progress (site visits, emails, phone calls and face-to-face student conferences.)
  - d) Help to establish a pool of trained mentors (individuals who will help elevate the mission of WBL and will go the distance to support students beyond high school graduation.).
2. Transportation Plan: Currently, only a couple students have the means of getting to and from a placement site. The remainder must rely on another avenue. Often, due to time conflicts and pick up/drop off points, the CARTA Bus System does not adequately meet the needs of our students.
3. Mock Interview Event: For the past two years, Belflex Staffing has sponsored sixteen (16) WBL seniors (\$1,600.00) and have made it possible for those sixteen (16) students to purchase professional interview clothing. As it currently stands, we need an additional \$3,500.00 for thirty-five (35) WBL seniors. Also, the preliminary employability skills training is a valuable tool and memorable event for Work Based Learning seniors. After introducing the A/B schedule, we were informed that due to a lack of personnel, Belflex will not be able to teach the seven-week program to *both* groups. The need is two-fold:
  - a) Someone to teach the employability skills sessions, and
  - b) Funding for the additional thirty-five (35) students.
4. Work Based Learning Celebration Banquet: This event is tentatively set for April 30, 2019 from 6:00 – 8:00 p.m., with the location to be determined. Invitations will be extended to each student, their parent/guardian and WBL mentor/sponsor. The cost of this event varies, depending upon the number of students. However, with a minimum of fifty (50) students, we do not have sufficient funds to cover the full expense. With the present number of students, we estimate a deficit between \$1,000.00 - \$1,200.00.
5. Incentive Program: We would like to incorporate a recognition opportunity based on excellent attendance and positive work ethic. We need a *Captain* of the “Awards Recognition Committee.”