

**Letter of Agreement between
Communities In Schools of Atlanta and
DEKALB COUNTY SCHOOLS DISTRICT
School Year 2023-2024**

This Letter of Agreement (hereinafter referred to as the "Agreement") commences on the 1st day of August 2023 for the establishment of an understanding by and between the following: the Dekalb Public Schools, which is organized and existing under the laws of the State of Georgia, (hereinafter referred to as "DCSD") and Communities In Schools of Atlanta, Inc. (hereinafter referred to as "CIS"), a nonprofit corporation duly organized and existing under the laws of the State of Georgia.

WHEREAS, the mission of CIS is to surround students with a community of support, empowering them to stay in school and achieve in life.

WHEREAS, CIS and DCSD value collaborative efforts to deliver community-based integrated student services through the implementation of the Communities In Schools Model of Service Delivery, a true and correct copy of which is attached hereto as Exhibit "A," and incorporated herein by reference (hereinafter referred to as the "Program");

WHEREAS, DCSD has agreed to pay to CIS **\$325,000.00**, which represents 100% of the cost of the Program. (See Exhibit D: Payment Schedule);

WHEREAS, an Agreement between CIS and DCSD is needed to specify and define the understanding of the Parties;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Term of Agreement

The services to be performed under this Agreement shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of any party June 30, 2024.

II. This contract shall not be deemed to create a debt of DCSD for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

III. Obligations of Parties:

Communities In Schools of Atlanta will	Dekalb Public Schools will
1. Designate CIS Director of Programs as the liaison to Clayton Schools. This liaison will ensure that CIS has access and ongoing communication with the appropriate departments and persons that are necessary for support of this collaboration.	1. Designate a staff member at DCSD as the liaison to CIS. This liaison will assist CIS's access and ongoing communication with the appropriate departments and persons that are necessary for support of this collaboration.

<p>Hire and assign a full-time Site Coordinator to provide the services identified on Appendix "1" hereto collectively, "<u>Services</u>") at:</p> <ol style="list-style-type: none"> 1. Clarkston High School 2. Columbia High School 3. Cross Keys High School (2 Site Coordinators) 4. Stone Mountain High School 5. Towers High School 	<p>2. Provide appropriate workspace for the CIS Site Coordinator, including office space, access to the Internet, fax machine, and a telephone line.</p>
<p>3. Prior to any student contact, require each employee or volunteer who provides direct Services, supervises Services, has contact with students or comes onto DCSD property will have undergone the same criminal background check, within the last 365 days, as required of DCSD employees, in addition to any mandatory background check performed by CIS for employees and</p>	<p>3. Verify CIS staff or volunteers working in the school have received the required criminal background checks.</p>

<p>volunteers, and has obtained a valid DCSD identification</p> <p>Additionally, CIS agrees that any individual charges against such persons may be deemed unacceptable in DCSD's sole discretion regardless of whether dismissed, expunged, sealed, removed from a record, treated as a "first offender" action, or if the matter has not been prosecuted (<i>nolle prosequi</i> or dead docketed). CIS agrees to maintain an up-to-date list of the full legal names and contact information of employees or volunteers. This list will be furnished to DCSD upon request. CIS will also maintain a copy of government-issued photo identification (driver's license, passport, government identification card, etc.) for every volunteer or employee that has any contact with a student. Upon receipt and evaluation of DCSD's background check results, DCSD may demand that an individual have no contact with DCSD students or parents or otherwise be barred from performing Services hereunder. Any failure by CIS to ensure that every CIS employee who works full-time in a DCSD school receives a criminal records background check through DCSD may result in the immediate termination of this Agreement. Any failure by CIS to ensure that every CIS representative or volunteer who works part-time or visits a DCSD school receives a criminal records background check through CIS or its partner organizations or volunteer agency may result in the immediate termination of this Agreement.</p>	
<p>4. Work with administrators, parents, and the community at each school to complete the annual needs assessment to determine needed resources and Services as shown in the CIS Model and in Appendix 1.</p>	
<p>5. Develop a CIS annual site operations plan as provided in Appendix 1 and which contains the measurable performance benchmarks set forth in Appendix 2 for each school year by which the effectiveness of the services delivered can be evaluated.</p>	<p>5. Work with CIS to identify appropriate performance measures by which the effectiveness of the services delivered can be evaluated.</p>
<p>6. Keep all student records and information obtained</p>	<p>6. Require and receive written consent from the parent/guardian/Student 18 years old or older for</p>

in a secure location preventing access by unauthorized individuals. CIS agrees that any personally identifiable student information and educational records as defined pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the Georgia Student Data Privacy, Accessibility and Transparency Act, O.C.G.A. § 20-2-660 *et seq.*, as well as any other confidential information of DCSD that CIS may come in contact with, will be deemed to have been received in confidence and will be used only for the provision of Services by CIS pursuant to this Agreement. Without the written permission of the parent/guardian/Student 18 years old or older, CIS agrees not to disclose to any third parties any student information including the identity of the student or the fact that the student is receiving or is eligible for Services. DCSD will not release any educational records or personally identifiable student information to CIS without an appropriate and completed authorization.

CIS agrees to use the same means it uses to protect its own confidential information, but in no event less than commercially reasonable means, to prevent the disclosure and unauthorized use and to protect the confidentiality of all Student information and other confidential information. CIS expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this section may cause DCSD to be irreparably harmed and that DCSD may not have an adequate remedy at law. Therefore, DCSD will be entitled as a matter of right to seek injunctive relief to prevent the CIS from commencing or continuing such a breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this section will be deemed to limit or abridge any other remedy available to DCSD at law or in equity or under this Agreement. Upon termination of this Agreement, CIS will turn over to DCSD all Student records of the District's Students to whom CIS has provided Services under this Agreement.

CIS understands and agrees that DCSD must comply with the Georgia Open Records Act OCGA § 50-18-70 *et. seq.* (the "Act") and release public documents as defined by the Act upon request, including this Agreement and all records prepared and maintained in relation to this Agreement.

However, the OCGA § 50-18-2(a) exempts students' educational records which shall be kept confidential as required by the Family Educational Rights and Privacy Act (FERPA), its supporting regulations, and Georgia law.

participation in CIS programming and for DCSD to release or share data of participating students with CIS.

DCSD will make relevant student data available to CIS in a timely manner for monitoring and evaluating student progress and allow CIS to enter relevant student data into the CIS data management system, fully contingent upon CIS's strict compliance with this Agreement as well as state and federal law safeguarding the privacy of such student information, including O.C.G.A. Title 20 and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

In the case of any breach of student privacy by CIS, DCSD is under no obligation to provide further student information and may immediately terminate the Agreement.

Provided that CIS has complied with the requirements of O.C.G.A. § 50-18-72(a) (34), DCSD will provide CIS with notice prior to disclosing any of CIS's trade secrets as permitted by such section of the Act.

<p>CIS shall comply with all provisions of the Act and make records received or maintained by CIS in the performance of Services or functions on behalf of DCSD available for public inspection upon request but only to the extent required by the Act.</p> <p>Upon termination of this Agreement for any reason, CIS shall promptly return to DCSD or destroy all personally identifiable student information in its possession, except such information or documentation which it is legally required to maintain.</p>	
<p>7. Collect the types of data at the student level as identified in (Exhibit B: CIS Evaluation Requirements and Assurances.)</p>	<p>7. Support the evaluation of CIS programming and provide access to Student data as identified in Exhibit B: CIS Evaluation Requirements and Assurances following the receipt of written parental consent for the release of such information and student participation in the CIS program.</p> <p>In the case of any breach of Student privacy by CIS, DCSD is under no obligation to provide student information pursuant to this Agreement.</p>
<p>8. Provide an orientation and ongoing training as requested by DCSD for staff, school faculty, volunteers and partners.</p>	<p>8. Provide ongoing communication to CIS on school system policies and procedures that could impact the provision of Services hereunder.</p>
<p>9. In the event of an issue arising with a CIS employee or volunteer, ensure that the assigned CIS Program Manager will promptly investigate and resolve the matter to the reasonable satisfaction of DCSD and CIS.</p> <p>CIS agrees to cooperate fully with DCSD and to comply with all reasonable requests with regard to the evaluation of Services under this Agreement and the completion and timely submission of forms and information requested.</p>	<p>9. Work with CIS to resolve any issues arising with CIS school site employees as needed to the satisfaction of DCSD.</p>
<p>10. Provide day-to-day programmatic and operational supervision and support necessary for delivery of Services as outlined in the school's annual site operations plan.</p>	<p>10. If an emergency, as determined by DCSD personnel or other appropriate authority occurs at DCSD, ensure that the principal will direct CIS's staff as he/she deems appropriate and necessary under the circumstances, until the emergency conditions have subsided. In the event a CIS Staff member is injured, he/she will contact CIS to follow guidelines for reporting injury according to CIS policy.</p>
<p>11. Perform annual written performance reviews for all CIS staff assigned to the school. CIS will seek input from appropriate DCSD staff including the principal or designee of each school to which the CIS employee is assigned.</p>	<p>11. Ensure that principal or designee at participating school will cooperate with CIS by providing honest feedback on the performance of the individual CIS employee assigned to his/her school and on the performance of the program overall.</p>

<p>13. Comply with all applicable Federal, State and local health, safety and civil rights laws and provide services consistent with these laws including by not limited to, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975. CIS will not discriminate against or deny participation or the provision of services to any student on the basis of race, religion, national origin, sex, or disability. CIS will document compliance with the above laws.</p>	
<p>14. Ensure that all Services provided under this Agreement will be secular, neutral and non-ideological in content.</p>	<p>13. Allow CIS to provide Services to students that are secular, neutral and non-ideological in content.</p>
<p>15. Not allow any student to participate who has not completed all forms required by DCSD including, but not limited to, a DCSD approved permission form which includes a waiver and a form permitting release of educational information by DCSD to CIS.</p>	<p>14. Provide potential participants with such required DCSD documentation, including a waiver and a form permitting release of educational information by DCSD to CIS.</p>
<p>15. Immediately report to the Department of Family and Children Services (DFCS) any suspected child abuse or neglect of any DCSD student(s) and share the report with the principal or DCSD designee immediately thereafter. Reports of abuse must also be reported pursuant to O.C.G.A. § 19-7-5. Such reports will be made orally and in writing with as much information about any suspected abuse as may be practicable under the circumstances. No later than within ten (10) business days from the date of the execution of this agreement, all new CIS personnel (including employees and volunteers) serving Students must participate in the mandatory reporter training, which is available online from DCSD, and confirm completion by notifying DCSD's indicated designee.</p>	<p>12. Ensure that Professional Development trainings offered by DCSD will also be made available to CIS Staff and volunteers and maintain records of such staff and volunteers who have completed such training.</p>

III. Termination of Agreement

- A. This Agreement may be terminated as follows:
1. DCSD may terminate this Agreement without cause upon sixty (60) day written notice to CIS.
 2. DCSD may also terminate this Agreement without prior notice if CIS breaches any of the material obligations and terms hereof.
 3. This Agreement may be terminated at any time in writing upon the mutual agreement of the parties. This Agreement will terminate in any event at the end of the term, unless sooner terminated as provided for in this section.
- B. In the event of any termination of this Agreement, CIS agrees to promptly return to DCSD or destroy (with such destruction confirmed in writing) any educational records of DCSD students, any other documents or information containing or including any personally identifiable student information, or any other DCSD

property, and to return the aforementioned DCSD property in substantially the same condition as it was when received with the exception of the normal wear and tear.

- C. In the event this Agreement is terminated by DCSD with cause, which shall include a breach by CIS of its material obligations under this Agreement, prior to the end of the original term (i.e., the end of the school year during which this Agreement is signed), CIS will promptly refund to DCSD any amounts paid by DCSD that which were not earned by CIS. The fees payable hereunder shall be deemed earned by CIS on a pro-rata basis for each school day during the original term hereof.

IV. Indemnity

CIS agrees to indemnify, defend and hold Dekalb Public Schools, the Dekalb County Board of Education, and its past, present and future members, officials, officers employees, volunteers, assigns and agents (herein after "DCSD Entity"), harmless from any and all claims, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' reasonable fees) associated with any claim including but not limited to, a claim or loss or destruction of property, bodily injury, personal injury or action brought against DCSD Entity to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active or passive or imputed to CIS including, without limitation: (A) the negligent acts or omissions or intentional misconduct of CIS or CIS's agents or employees, (B) CIS's breach of its representations, warranties or covenants set forth herein, or (C) any loss, claim or damage incidental to CIS's performance of the agreed-upon services. Notwithstanding the foregoing, CIS's agreement to indemnify DCSD Entity shall be limited to the extent such liability, claim, damage, loss cost or expense is attributable, in whole or part, to the actions of DCSD entity.

V. Insurance

CIS will procure and maintain general liability insurance in an amount not less than \$1,000,000 per occurrence with an aggregate of \$3,000,000 for any claims for injury or damage which may arise out of the services provided or performed under this Agreement. DCSD shall be named as an "Additional Insured" for all insurance policies required in this Agreement. An approved Certificate of Insurance evidencing the acquired insurance and the Additional Insured shall be provided to DCSD prior to the commencement of services by CIS under this Agreement.

VI. Modification, Controlling Law, Authority and Validity of Agreement

- A. This Agreement and its exhibits constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended without the signed written agreement of the parties.
- B. This Agreement will be interpreted under and governed by the laws of the State of Georgia. In the event of any dispute arising out of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction and venue for any litigation related to such suit in the Superior Court of Dekalb County, Georgia.
- C. CIS and DCSD agree and acknowledge that each is acting as an independent contractor of the other and that neither party will have the authority to incur any financial obligation on behalf of, or to enter into any contract or agreement binding upon, the other, and neither party has or will have authority to sell, pledge, transfer or otherwise dispose of any assets of the other Party. Specifically, CIS and any person providing services hereunder will not be an agent of DCSD and CIS will be solely responsible for all costs and expenses of providing services hereunder over and above the amounts paid by DCSD.
- D. Should any section, paragraph, clause, provision, sentence, word or any other part of this Agreement, for any reason, be declared or held invalid, such invalidity will not affect the validity of the remaining portion thereof, which remaining portion will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- E. No party may assign this Agreement, or any part of this Agreement, or any rights, duties or obligations arising under this Agreement without the prior written consent of the other parties. Any attempted assignment without such prior written consent will be void and of no force or effect.

- F. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one Agreement binding on all Parties.

VII. Notice

All notices and other communications hereunder shall be in writing and shall be deemed given (A) Notice to Director of Purchasing with a copy (not constituting notice) (B) immediately if delivered personally, (C) five business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or (D) one day after receipt is electronically confirmed (it being agreed that an automated reply shall not constitute confirmation), if sent by facsimile or e-mail, in each case, to the applicable party at the following addresses (or at such other address for a party as shall be specified by like notice):

If CIS:

Communities In Schools of Atlanta, Inc.
260 Peachtree Street, Ste. 750
Atlanta, Georgia 30303
Attention: Frank Brown
Facsimile: (404) 877.1938
[E-Mail:fbrown@cisatlanta.org](mailto:fbrown@cisatlanta.org)

With a copy to (which shall not constitute notice):

Alston & Bird LLP
Attn: Brian Harvel
1201 West Peachtree Street
Atlanta, Georgia 30309

If to DCSD:

Dekalb County School District
Attn: Dr. Devon Horton
Superintendent
Dekalb Public Schools
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30236

AGREED TO AND ACCEPTED BY:

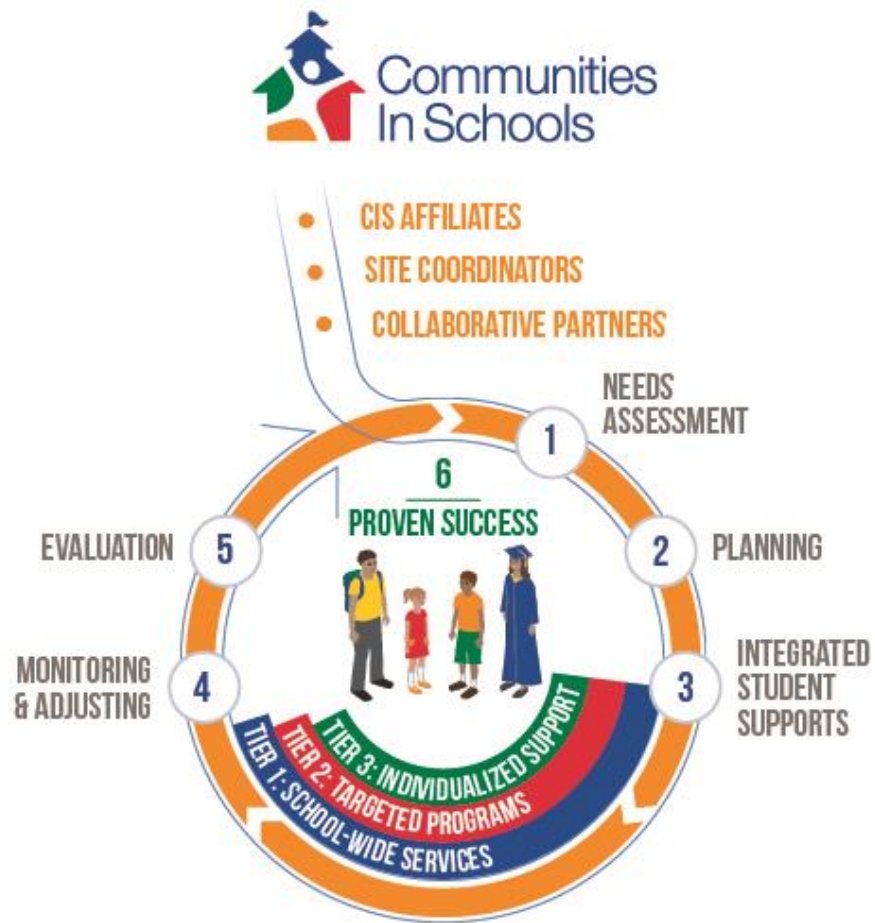
Communities In Schools of Atlanta:

By: _____
Name: Frank Brown, Esq.
Title: Chief Executive Officer
Date: July ____, 2023

~~Dekalb Public Schools:~~ _____

By: _____
Name: Dr. Devon Horton
Title: Superintendent
Date: July ____, 2023

Exhibit A: The CIS Model Service Delivery



The key elements of the CIS Model include:

1. CIS Site Team

The CIS site team is led by a **CIS Site Coordinator** responsible for planning and managing all CIS operations at the site and providing all Services. The site coordinator works closely with school administrators, staff and teachers in this effort. The remaining part of the team may include varied combinations of additional CIS staff, reassigned or repositioned staff, partners and volunteers, each with defined roles and responsibilities based on CIS site operations plans.

2. Annual Needs Assessment

Each year CIS identifies needs based on multiple sources of data. These may include data collected by DCSD and schools as part of overall school improvement initiatives, surveys and discussions with staff, parents and students, and evaluation results from the previous year. Needs are prioritized in consultation with school administrators and are used as the foundation for site operations planning.

3. Annual Site Operations Planning

Each year the CIS site team develops a comprehensive site operation plan to address identified needs. The plan includes measurable objectives, as well as procedures for delivering Levels One and Two services, monitoring and adjusting services, and evaluating and reporting effectiveness.

4. Delivery of Evidence-Based Services

According to the site operations plan, widely accessible Level One services are provided to help address identified school-wide needs or to build and reinforce student assets. Targeted and sustained Level Two services are provided for specific students who are identified as having the greatest risk of eventually dropping out of school. Level Two services are provided based on individualized assessments and plans. CIS Total Quality System standards define the frequency and saturation levels of services required for full implementation of the CIS Model.

5. Monitoring and Adjusting Services

According to the site operations plan, the CIS site team regularly monitors and adjusts services as needed to maximize effectiveness and impact. The team also provides regular progress reports to school and affiliate leadership.

6. Evaluating the Effectiveness of Services

According to the site operations plan and the affiliate's uniform data collection system, the CIS site team implements a systematic data collection plan to evaluate the effectiveness of services on achieving school-wide goals and addressing the needs of individual students, which goals and metrics are set forth in Appendix 2.

7. Annual Reporting

The CIS Atlanta Leadership provides annual reports no later than August 1, 2024, unless there is a district or state delay in data sharing. These reports are instrumental in planning site services for the following year, as well as contributing to affiliate level reports for partners, the state office (if appropriate) and the national office.

Exhibit B:

**Communities in Schools
Evaluation Requirements and Assurances**

1. In compliance with CIS National Accreditation standards, CIS of Atlanta is required to collect data on students to whom they provide case-management services, including data on students who have exited the program and, in some cases, non-participants. The following data elements are required:
 - Unique student identifier
 - Grade level
 - Age
 - Ethnicity
 - Gender
 - Free/reduced price lunch status
 - Zip code
 - English language learner (ELL) status
 - Individualized Education Program (IEP) status
 - Risk factors
 - State test scores if applicable
 - District benchmark tests, if available
 - Grades
 - Courses failed
 - Credits earned
 - Attendance
 - Discipline records — ISS, OSS, disciplinary incidents
 - Graduation data including plans for post-secondary education, if available
 - Dropout data
 - Retention data
 - Parental engagement data
 - Survey data (teachers, students, parents, etc.)
2. Tier II and Tier III (case-management) service delivery by CIS, including type of service and service level.
3. Tier I (schoolwide) service delivery, including type of service and number of students served. The following data elements are required:
 - School-wide attendance rate
 - Behavior- Suspension rate
 - 4-year and 5-year graduation rate

Exhibit C:
LIST OF SCHOOLS
2023-2024

1. Clarkston High School
2. Columbia High School
3. Cross Keys High School
4. Stone Mountain High School
5. Towers High School

Exhibit D:

**Dekalb Public Schools
Schedule for Payment of Services: 2023-2024**

Communities In Schools of Atlanta will provide a monthly data report to DCSD, along with a monthly invoice for services rendered. CIS Atlanta will provide all necessary ACH Authorization to Dekalb County School District to process payments. Invoices are submitted monthly along with Monthly Program Data Reports. The payment schedule for the contracted amount of \$325,000.00 is as follows:

<u>Payment Due Dates</u>	<u>Payment Amount</u>
August 15, 2023	\$32,500.00
September 15, 2023	\$32,500.00
October 16, 2023	\$32,500.00
November 15, 2023	\$32,500.00
December 15, 2023	\$32,500.00
January 16, 2024	\$32,500.00
February 15, 2024	\$32,500.00
March 15, 2024	\$32,500.00
April 15, 2024	\$32,500.00
May 15, 2024	\$32,500.00
<hr/>	
Total	\$325,000.00

Appendix 1 – Services

During the term hereof, CIS shall provide the following services pursuant to the Agreement:

- Conduct a Needs Assessment to analyze multiple data points to determine the needs of the individual students, school, and community
- Utilize the data from the Needs Assessment to identify the tiered supports that will be offered to Clarkston High School, Columbia High School, Cross Keys High School, Stone Mountain High School and Towers High School.

Tier I: School Wide Services

Tier II: Targeted Programs

Tier III: Individualized Support

- Create a Support Plan for each student on the assigned caseload and school
- Coordinate additional community-based supports for Clarkston High School, Columbia High School, Cross Keys High School, Stone Mountain High School and Towers High School that are in alignment with the school's Graduation Rate Improvement Plan which is an extension of the School's Improvement Plan
- Provide quarterly written updates on assigned caseload to include data on the tiered supports offered to
- Present an annual evaluation that will include data on the success of the tiered supports provided to the identified students on caseload
- Serve a caseload that meets CIS caseload saturation which consists of at-risk students identified by the principal and/or advisory support team (i.e., insufficient credits for graduation, attendance, discipline, home-family challenges, etc.).
- Serve a caseload of 40-65 high school students with a focus on social emotional learning, building caring relationships, and preparing for academic success in high school.
- Conduct individual and group integrated supports to include:
 - Conduct home visits
 - Conduct activities to improve their academic progress
 - Monitor academic performance, attendance, and discipline
 - Contact parents to perform status checks
 - Conduct parent engagement activities
 - Collaborate with Counselors to ensure students participate in credit recovery

Appendix 2 – Program Goals and Metrics

Attendance

- 85% overall average attendance rate for case-managed students
- 65% of case-managed students will have an attendance rate of 90% or higher

Behavior

- 80% of the case-managed students will receive no In-School or Out-of-School Suspensions

Core Courses

- 85% of the case-managed students will fail no more than one core class during the 2022-2023 school year.
- 75% of case-managed students will pass all core courses

Promotion/Graduation

- 90% of case-managed students will remain in school
- 90% of case-managed students will be promoted to the next grade.