

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE DIRECTOR OF THE OFFICE OF MULTICULTURAL AFFAIRS TO ENTER INTO A CONTRACT WITH CHATTANOOGA STATE COMMUNITY COLLEGE FOR THE EXECUTION OF THE "BRIDGES TO SUCCESS" PROGRAM REPRESENTING THE UNSPENT FUNDS OF THIRTEEN THOUSAND FIVE HUNDRED SIX AND 42/100 DOLLARS (\$13,506.42) FROM CONTRACT APPROVED VIA RESOLUTION NO. 28112, FOR AN ADDITIONAL ALLOCATION OF FORTY-TWO THOUSAND SIX HUNDRED SEVENTY-TWO DOLLARS (\$42,672.00), FOR A TOTAL AMOUNT OF FIFTY-SIX THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 42/100 DOLLARS (\$56,178.42).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Director of the Office of Multicultural Affairs is hereby authorized to enter into a contract with Chattanooga State Community College for the execution of the "Bridges to Success" program representing the unspent funds of \$13,506.42 from contract approved via Resolution No. 28112, for an additional allocation of \$42,672.00, for a total amount of \$56,178.42.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: 7/22/15

Preparer: Deborah Maddox Department: Office of Multicultural Affairs

Brief Description of Purpose for Resolution/Ordinance: \_\_\_\_\_ Res./Ord. # \_\_\_\_\_ Council District # 8

A resolution authorizing the Director of the Office of Multicultural Affairs to enter into a contract with Chattanooga State Community College for the execution of the "Bridges to Success" program for a total amount of \$56,178.42 representing the unspent funds of \$13,506.42 from contract approved via resolution #28112 and an additional allocation of \$42,672.

Name of Vendor/Contractor/Grant, etc.	_____	New Contract/Project? (Yes or No)	<u>no</u>
Total project cost	\$ <u>56,178.42</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion	\$ <u>56,178.42</u>	Provide Fund	<u>1100</u>
City Amount Funded	\$ <u>56,178.42</u>	Provide Cost Center	<u>B00102</u>
New City Funding Required	\$ <u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage	% <u>100%</u>	Grant Period (if applicable)	_____

**List all other funding sources and amount for each contributor.**

<u>Amount(s)</u>	<u>Grantor(s)</u>
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

**Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)**

Contract initially approved in FY15 via resolution #28112. The initial term expired June 30, 2015 with a remaining balance of funding at \$13506.42. An additional allocation of \$42672 is made in FY16.

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**MEMORANDUM OF UNDERSTANDING ("MOU")**

Program: **Bridges to Success (Immigrant Integration)**

Agency: **Chattanooga State Community College**

City Department(s): **Office of Multicultural Affairs (OMA)**

Contact Name: **James McKissic and Gladys Pineda-Loher**

Primary Results Area: **A Growing Economy**

Total Fund: **\$42,672**

**RESULTS AREAS**

1. **Safer Streets** – Safe communities, reduced crime, positive opportunities, and alternate pathways.
2. **Growing Economy** – Growing and supporting local businesses, workforce development, business recruitment and retention, and an environment for innovation.
3. **Stronger Neighborhoods** – Neighborhood leadership, connected communities, healthy residential markets, and rapid re-housing.
4. **Smarter Students, Stronger Families** – Parents and first teachers, community support, and community health.
5. **High Performing Government** – Data-driven decision making, sound operations, outstanding customer service, resource management, and exceptional talent.
6. **Innovation Fund** – Something different – processes, services, technologies, ideas. Shifting the way government operates.

**DETAILS**

**Description:**

The program is a partnership between Chattanooga State Community College Office of International Community Outreach and the Office of Multicultural Affairs, and is based on the past ten months of partnership between the OMA and ChSCC Office of International Community Outreach. Bridges to Success will work closely with the OMA partners Bridge Refugee Services and Neema Resettlement Services. These organizations have partnered with OMA and ChSCC Office of International Community Outreach throughout the past ten months and will focus on the need for a coordinated effort in assisting with immigrant integration into US society for 75 newcomers.

**How will it be provided?** The Office of International Community Outreach will hire two ESL instructors, one TOEFL instructor and a paraprofessional to support the Director of International Community Outreach who will oversee the project and report quarterly results to the Director of the Office of Multicultural Affairs.

Bridges to Success will take referrals from OMA, Bridge Refugee Services and Neema Resettlement services, resettlement agencies that sponsor many area immigrants, as well as from the Career Center, Chattanooga Housing Authority, the Food Stamps Education and Training Program and anyone that calls Chattanooga State Adult Education.

Bridges to Success will reach limited English proficiency adults through informational meetings at local schools, providing newcomers with bilingual and simplified English informational flyers about classes.

Chattanooga State Adult Education agrees to provide the following services at our St. Andrews Site:

- Adult Education will establish two new English as a Second Language classes. These classes will meet twice weekly for 2 ½ hours, for a total of 5 hours per week, for a period not to exceed 46 weeks.
- Adult English Language Learners assigned to the classes will be pre-tested for English reading, writing, listening, and speaking skills, using the BEST Literacy (Basic English Skills Test) to assess reading and writing skills, and the BEST Plus oral interview assessment of listening and speaking skills.
- Students will be assigned to a level-appropriate class based on their English Functioning Level (EFL) as assigned by the BEST Literacy and BEST Plus pre-tests and as defined by the National Reporting System standards for ESL (see <http://www.nrsweb.org/> for information related to NRS ESL Educational Functioning Levels).
- Students will be post-tested at least twice during the program year on appropriate assessment instruments to track learning and to document educational gains.
- Students completing ESL Level 6 of the ESL program will be post-tested using the TABE CLAS-E (Test of Adult Basic Education Complete Language Assessment System-English) Reading and Writing assessments to document exit from ESL and entry into ABE (Adult Basic Education). Students exiting ESL will be assigned to either an ABE/HSE class to prepare for the High School Equivalency Diploma or, for those already holding a high school credential, to the TOEFL class to prepare for the Test of English as a Foreign Language (required for college admission).

#### **Desired Outcomes for Bridges to Success:**

Activities, instruction and TOEFL preparation will:

- Increase immigrant integration for city residents (linguistic, workforce development and civic engagement) for 75 newcomers and any additional ESL students enrolled as part of the Adult Education Program of ChSCC.
- Increase awareness of educational, workforce development opportunities for immigrant community and access to college.
- Increase pathways to citizenship and participation in civic engagement activities in the City

such as Culture Fest 2014 and Latin Fest 2015

Chattanooga State Adult Education sets the following outcomes for students in the ESL program:

1. 60% of ESL students completing at least 60 hours of instruction and a post-test will complete their entry NRS ESL Educational Functioning Level and will progress one or more levels. (This target represents an average of the federally-negotiated Tennessee targets for ESL educational gain for the 2013-14 program years. 2014-15 targets are not yet available.)
2. 75% of students enrolling in the program will be retained for a minimum of 60 instructional hours plus a post-test. (75% is the 2013-14 TN state target for retention. 2014-15 targets are not yet available.)
3. Students completing at least 60 hours of classroom instruction will produce a classroom report/presentation focusing on their experience with a civics-related activity, and showcasing their attained reading, writing, listening, and speaking skills.

#### BUDGET FOR BRIDGES TO SUCCESS

**Summary: Please See Attachment A for details provided and accepted by Chattanooga State Community College and Office of Multicultural Affairs**

<b>Fund Name</b>	<b>Personnel Costs (including Benefits)</b>	<b>Operating Costs</b>	<b>Total Request</b>
Bridges to Success	\$33,214	\$9,458	\$42,672

**Administrator of the program:** The Director of International Community Outreach of Chattanooga State will administer the Bridges to Success Program and will provide quarterly financial report to the Office of Multicultural Affairs at the time that the invoice is submitted with support documentation including the following:

1. Monthly Time Cards for 2 ESL instructor, 1 TOEFL instructor and 1 parapro
2. Monthly Financial report of expenditures of the fund
3. Sign in sheet from participants of the programs and activities that are taking place in coordination with Cultural Ambassadors and International Achievers network

Chattanooga State Adult Education will provide instructional materials, up to \$30 per student, as set out in Attachment 1 to this MOU. Books purchased specifically for the class, up to the amount provided in the contract, will become the property of the Office of Multicultural Affairs of the City of Chattanooga. Other materials belonging to Chattanooga State Adult Education may be used to supplement instruction. These materials will remain the property of Chattanooga State Adult Education.

Chattanooga State Adult Education will furnish assessments for all participants, including Test of Adult Basic Education (TABE) as itemized previously. GED Fast Track preparation and the Official GED Practice Test (OPT) will be provided to qualifying participants at no cost to the Office of Multicultural Affairs of the City of Chattanooga.

The Office of Multicultural Affairs of the City of Chattanooga agrees to make payment for services rendered quarterly upon receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with TBR and Institution policies and guidelines, including referral to a collection agency. Office of Multicultural Affairs of the City of Chattanooga agrees to pay all collection costs incurred by Chattanooga State Community College.

Chattanooga State Community College and the Office of Multicultural Affairs of the City of Chattanooga agree that no person eligible for Adult Education services in Tennessee shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of Chattanooga State Community College or Office of Multicultural Affairs of the City of Chattanooga Company on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. Chattanooga State Community College and Office of Multicultural Affairs of the City of Chattanooga shall comply with all applicable federal and Tennessee law.

Office of Multicultural Affairs of the City of Chattanooga will provide Chattanooga State Community College advance notice of any special accommodations required by any course participant. Office of Multicultural Affairs of the City of Chattanooga agrees to pay Chattanooga State Community College for any additional costs required to provide special accommodations under the ADA.

This agreement may be terminated by either party with two (2) weeks written notice. The Contractor shall be entitled to receive compensation for satisfactory, authorized services completed as of the termination date.

This agreement is subject to the standard terms and conditions set forth in attached Exhibit A.

Chattanooga State Community College

James Catanzaro, President

Date

7/15/14

Office of Multicultural Affairs (OMA) - City of Chattanooga

James McKissic, Director of OMA

Date

7/16/14

## EXHIBIT A

### STANDARD TERMS AND CONDITIONS

1. City is not bound by this Agreement until it is approved by the Chattanooga City Council and executed by an authorized City official on the signature page of this Agreement.
2. This Agreement may be modified only by written amendment that has been executed and approved by the appropriate parties.
3. If the Contractor fails to properly perform its obligations under this Agreement or violates any term of this Agreement, City shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to City for damages sustained by virtue of any breach of this Agreement by the Contractor. Any and all claims against the State of Tennessee, its officers, agents and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.
4. The Contractor shall not assign this Agreement without obtaining the prior written approval of City.
5. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by federal and/or Tennessee state constitution and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.
6. The Contractor shall comply with all applicable federal, state, and local laws and regulations in performance of this Agreement.
7. City is not obligated to third parties. City shall not be obligated or liable hereunder to any party other than the Contractor.
8. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the right of the parties to enforce any other provision of this Agreement at any time.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
10. This Agreement shall be binding upon and enure to the benefit of the Contractor and City and to their successors and assigns.
11. This Agreement forms the entire agreement between City and the Contractor. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing will be of no force and effect.
12. The City or its assign may audit all financial and related records (including digital) associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor. The City may further audit any of the Contractor's related records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the Agreement) or to identify conflicts of interest.

The Contractor shall at all times during the term of this Agreement and for a period of three (3) years after the end of this Agreement, keep and maintain records of the Services performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor necessary to clearly reflect all Services and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at any reasonable time and upon prior notice.

# Attachment 1

<b>Grant Name:</b>		Bridges to Success		
<b>Grant Period:</b>		07/01/2014-06/30/2015		
<b>Grant Administrator/PI:</b>		Gladys Pineda-Loher		
See Budget Narrative	<b>Expense Item (provide detail below)</b>	<b>Grant Request</b>	<b>Institutional Match</b>	<b>Total Costs</b>
	1 Salaries	30,822.00	-	30,822.00
	2 Student Wages	-	-	-
	3 Benefits	2,392.00	-	2,392.00
	4 Travel	-	-	-
	5 Conferences and Meetings	-	-	-
	6 Printing and Publications	-	-	-
	7 Occupancy	6,144.00	-	6,144.00
	8 Communication Costs	-	-	-
	9 Postage and Shipping	-	-	-
	10 Professional Fees	-	-	-
	11 Supplies	2,250.00	-	2,250.00
	12 Equipment Rental and Maintenance	-	-	-
	13 Grants and Awards	-	-	-
	14 Specific Assistance to Individuals	-	-	-
	15 Other Non-Personnel Expenditures	1,064.00	-	1,064.00
	16 Capital Purchases	-	-	-
	17 <b>Total Direct Program Expenses</b>	<b>42,672.00</b>	-	<b>42,672.00</b>
	18 Administrative Expenses (Indirect Cost)	-	-	-
	19 <b>Total Direct And Administrative Expenses</b>	<b>42,672.00</b>	-	<b>42,672.00</b>
	20			
21 <b>GRAND TOTAL</b>		-		
22				
23	<b>GRANT BUDGET DETAIL</b>			
24	<b>Expense Item</b>	<b>Grant Request</b>	<b>Institutional Match</b>	<b>Total Costs</b>
25	Line-Item Detail For: Salaries			
26	Two Instructors ESL/ Civics (300 hours *\$20)	12,000.00	→ need in detail	
27	One Inst. TOEFL Prep. (300 hours *\$20*46 wk)	6,000.00		
28	Parapro 25 hours @ 11.15 *46 weeks	12,822.00		
29	<i>Gladys office</i>			
30	<b>Total</b>	<b>30,822.00</b>	-	-
1	Line-Item Detail For: Benefits (payroll taxes)			
2	Two Instructors ESL/ Civics	920.00		
3	One Instructor TOEFL Preparation	460.00		
4	One Parapro	1,012.00		
5				
6	<b>Total</b>	<b>2,392.00</b>	-	-
7	Line-Item Detail For: Travel			
8				
9				
10				
11				

12	Total	-	-	-
13	Line-Item Detail For: Conferences and Meetings (Expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees).			
14				
15				
16				
17				
18	Total	-	-	-
19	Line-Item Detail For: Printing and Publications			
20				
21				
22				
23				
24	Total	-	-	-
25	Line-Item Detail For: Occupancy			
26	St Andrews s Expansion	6,144.00		
27				
28				
29				
30	Total	6,144.00	-	-
31	Line-Item Detail For: Communication Costs			
32	(Telephone, Cable, Internet, Fax)			
33				
34				
35				
36	Total	-	-	-
37	Line-Item Detail For: Postage and Shipping			
38				
39				
40				
41				
42	Total	-	-	-
43	Line-Item Detail For: Professional Fees			
44	(Outside professionals, consultants, and personal-service contractors. Include legal, accounting, and audit fees).			
45				
	Total	-	-	-
	Line-Item Detail For: Supplies			
	Books TOEFL & ELCIVICS	2,250.00		
	Total	2,250.00	-	-
	Line-Item Detail For: Equipment Rental and Maintenance			
	(Renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses).			
	Total	-	-	-
	Line-Item Detail For: Grants and Awards			
	(Awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries.)			

	Total	-	-	-
	Line-Item Detail For: Specific Assistance to Individuals (Direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.)			
	Total	-	-	-
	Line-Item Detail For: Other Non-Personnel Expenditures			
	Pre & Post Testing	600.00		
	Final Ceremony celebration	464.00		
	Total	1,064.00	-	-
	Line-Item Detail For: Capital Purchases (Purchases over \$5,000 of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets).			
	Total	-	-	-

On motion of Councilman Anderson and seconded by Vice Chair Dr. Berz,

**RESOLUTION #28111**

**A RESOLUTION RATIFYING THE RECENT GRANT APPLICATION BY THE CITY OF CHATTANOOGA TO PARTNER WITH BRIGHTBRIDGE FOR SUBMISSION OF A BROWNSFIELD CLEANUP GRANT TO LEVERAGE THE CLEANUP OF THE FORMER GLOVER TRACT, IN THE AMOUNT OF \$200,000.00, WITH THE CITY'S PORTION IN THE AMOUNT OF \$40,000.00.**

**ACTION ADOPTED**

On motion of Councilman Anderson and seconded by Councilman Mitchell,

1/13/2015

**RESOLUTION #28112**

**A RESOLUTION AUTHORIZING THE DIRECTOR OF THE OFFICE OF MULTICULTURAL AFFAIRS TO ENTER INTO A CONTRACT WITH CHATTANOOGA STATE COMMUNITY COLLEGE FOR THE EXECUTION OF A PROGRAM ENTITLED, "BRIDGES TO SUCCESS" FOR THE TERM OF ONE YEAR BEGINNING JULY 1, 2014, IN THE AMOUNT OF \$42,672.00.**

**ACTION ADOPTED**

On motion of Vice Chair Dr. Berz and seconded by Councilman Anderson,

**RESOLUTION #28113**

**A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF YOUTH AND FAMILY DEVELOPMENT TO AMEND THE LEASE AGREEMENT WITH EASTGATE TOWN CENTER, LLC FOR THE USE OF CERTAIN FACILITIES LOCATED AT 5600 BRAINERD ROAD, CHATTANOOGA, TN 37411, FOR A TOTAL AMOUNT OF \$50,400.00.**

**ACTION ADOPTED**

**DEPARTMENTAL REPORTS:**

**Purchases**

David Carmody, Deputy Chief Operating Officer, briefed the Council on the following purchases:

**R104622 - General Services**

\$77,233.00

The Purchase of One (1) Service Truck with Crane  
Lowest/Best Bidder: Brooker Ford Inc.

**R53954 - General Services**

Estimated \$100,000 Annually

Renewal of Blanket Contract No. 513661  
for Tire Recapping  
Lowest/Best Bidder: Best One Tire