

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

JUNE 12, 2025
5:30 P.M.

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER

We will be opening the meeting with a brief moment of silence or prayer and the pledge of allegiance to the United States flag. No one is required to participate or be present for any of these and being in this portion of the meeting is completely voluntary.

Led by Butch Vaughn

3. APPROVAL OF AGENDA

Recommended Motion - to approve the agenda as presented.

4. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Board Meeting Minutes, June 5, 2025

B. Bids: Bid #3810 – Roof Repair (Blackman High School)

Request to Purchase: Rutherford County Special Education Department requests an extended contract for the following: Certified Lead Special Education Teacher, Certified Split Lead Special Education Teacher, Special Education Homebound Teachers, and Classified RBT or BEA Additional Hours for Bus Behavior Support for 2025-2026 school year.

Rutherford County Special Education Department requests to renew CentralReach CR LiftEd program for 2025-2026 school year.

Rutherford County Special Education Department requests to renew with High Road School of Nashville for the 2025-2026 school year.

Rutherford County Board of Education request to use Sumner County Board of Education RFP #20240924 for HVAC Equipment, Installation, and Service.

C. Nepotism: Jennifer Nolan – SPED Inclusion – John Colemon Elementary

D. Use of Facilities:

FACILITIES USE

6/12/2025

Fees

Barfield Elementary	Shree Swaminarayan Temple & cultural center, event, parking lot, 7/2/2025 – 7/5/2025, \$50 per hour
Christiana Middle	Believers Faith Fellowship, church service, auditorium & cafeteria, 8/3/25 – 6/28/26, \$415
Oakland High	Near Post, LLC, soccer program, stadium, 9/6/25 – 6/30/26, \$115 per hour
Rockvale High	Music City Drum Corps, housing & rehearsal, classrooms, gym & stadium, 7/23/25 – 7/25/25, \$3530

No Fees

Blackman High	Blackman Youth Football and Cheer, practice, stadium & outside building, 7/14/25 – 11/22/25, no fees
Oakland High	Girl Scouts of Middle TN, meeting, cafeteria, 9/2/25, no fees
Rockvale High	Junior Rockets Wrestling Club, gym, 8/1/25 – 3/31/26, no fees, *In-Kind Agreement
Rockvale High	Rockvale Youth Football and Cheer, practice & games, sports field, 6/16/2025 – 6/15/2026, no fees, *In-Kind Agreement

Note: Facility use prior to 6/12/25 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

E. Non-Faculty Volunteer Coaches:

According to the Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.

The following non-faculty volunteer coach is for the 2025-2026 school year:

NAME	SCHOOL	SPORT
Gibson, Hannah	Eagleville School	Band
Guthier, Olivia	Eagleville School	Band
Hurst, Alayna	Eagleville School	Band
Seely, Viktor	Eagleville School	Band
Bjork, Benjamin	Riverdale High School	Band
Craig, Jakayla	Riverdale High School	Band
Creighton, Shawn	Riverdale High School	Band
Friedman, Noah	Riverdale High School	Band
Friedman, Rachel	Riverdale High School	Band
George, Michael	Riverdale High School	Band
O'Neal, Nathaniel	Riverdale High School	Band
Sharpe, Wilson	Riverdale High School	Band
Moore, William	Rock Springs Middle School	Band
Alford, Jackson	Rockvale High School	Band
Easley, Benjamin	Rockvale High School	Band
Fernekes, Emmett	Siegel High School	Band
Murphy, Rebecca	Siegel High School	Band
Rattanaovong, Benjamin	Siegel High School	Band
Smith, Erich	Siegel High School	Band
Trauscht, Riley	Siegel High School	Band
Deason, Darryl	Siegel High School	Choir
Gregory, Philip	Siegel High School	Choir

Griffin, Brittany	Siegel High School	Choir
McCormick-Melberg, Kasey	Siegel High School	Choir
Shearron, Donna	Siegel High School	Choir
Blankenship, Hannah	Stewarts Creek High School	Theatre
Johnson, Tara	Stewarts Creek Middle School	Band
Easley, Benjamin	Stewarts Creek High School	Band
Judy, Alice	Stewarts Creek High School	Band
Marlow, Jacob	Stewarts Creek High School	Band
Mondak, Christopher	Stewarts Creek High School	Band
Moore, William	Stewarts Creek High School	Band
Morgan, Stephen	Stewarts Creek High School	Band
Stanley, Landon	Stewarts Creek High School	Band
Trauscht, Riley	Stewarts Creek High School	Band
Zimmerer, Jennifer	Stewarts Creek High School	Band
Bonds, Rodney	Christiana Middle	Boys/Girls Basketball
Davenport, Gus	Blackman High	Boys Basketball
Flynn, Steelton	Blackman High	Track
Head, Lauren	Blackman High	Golf
Maslak, Raymond	Blackman High	JROTC
Pringle, Macie	Blackman High	Volleyball
Rice, Wilson	Blackman High	JROTC
Selvidge, Jeremy	Blackman High	Cross Country/Track
Bonanno, Allyssa	Central Magnet	Girls Soccer
Denney, Tim	Central Magnet	MS Softball

Hedrick, Logan	Christiana Middle	Baseball
Hurter, Erik	Eagleville	Football
Thompson, Gretchen	Eagleville	Volleyball
Beverly, Trevor	Oakland High	Wrestling
Herbert, Bryant	Oakland High	Boys Basketball
Logoleo, Erika Avei	Oakland High	Volleyball
Alford, Kaylee	Oakland Middle	Dance
Hughes, Tahj	Oakland Middle	Football
Humphrey, Nicholas	Oakland Middle	Cross Country
Myers, Xavier	Oakland Middle	Football
Ribar, Alexa	Oakland Middle	Swimming
Wrather, Anna	Oakland Middle	Dance
Zack, Christopher	Oakland Middle	Wrestling
Clark, Amanda	Riverdale High	Cross Country
Golden, Chris	Riverdale High	Softball
Hodges, Chase	Riverdale High	Wrestling
Husk, Judith	Riverdale High	Wrestling
Peoples, Quintarius	Riverdale High	Football/Track
Williams, Sydney	Riverdale High	Softball
McHenry, Joe	Rockvale High	Softball
Montgomery, Tyler	Rockvale High	Swimming
Ott, Brooklynn	Rockvale High	Softball
Pawlowski, Lance	Rockvale High	Football
Sharif, Haneef	Rockvale High	Track

Vinson, Chad	Rockvale High	Boys Basketball
Griffin, Gerald	Rockvale Middle	Football/Track/GBK
Hudson, Quincy	Rockvale Middle	Football
Manning, Kaylyn	Rockvale Middle	Cheer
McNulty, Kevin	Rockvale Middle	Tennis
Moore, Sydney	Siegel High	Volleyball
Watts, Joseph	Siegel High	Football
Geter, Tevin	Smyrna High	Football
Meglis, Joshua	Smyrna High	Football
Smith, DeShawn	Smyrna High	Football
Tigg, Jason	Smyrna High	Football
Allen, Mike	Smyrna Middle	Football
Trubee, Samuel	Smyrna Middle	Football
Syler, Ethan	Stewarts Creek High	Wrestling
Walker, Brent	Stewarts Creek High	Cross Country/Track
Anderson, Erin	Thurman Francis	Volleyball
Pring, Michael	Thurman Francis	Tennis
Zurawski, Jeremy	Thurman Francis	Tennis
Snow, Ian	Whitworth Buchanan	Football
White, Reginald	Whitworth Buchanan	Football

F. Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Michael Harris	\$1,200.00	Blackman High School	School Funds - Field Maintenance	Mowing and Tree Limb Removal
Caleb Littleton	\$7,500.00	Riverdale High School	School funds - band	Percussion Instruction - marching & concert band. Band camp & marching season. Percussion Ensemble & Concert Band
Nicholas Efstathioo	\$2,000.00	Riverdale High School	School funds - band	Band Camp, Music Arrangements, Summer Rehearsals
Brent Whitlock	\$5,000.00	Riverdale High School	School Funds - Various	Bus Driving
Robert Staats	\$3,000.00	Riverdale High School	School Funds - Various	Bus Driving
James Nelson	\$2,000.00	Rockvale High School	School Funds - Track	Track Coach
Christopher Stephenson	\$1,500.00	Rocky Fork Middle	Athletic Funds	Maintaining all outdoor sports facilities
Craig Reavis	\$5,000.00	Siegel High	School Funds - Baseball	Facility, Maintenance, & Tournament Director 25-26 School Year
Casey Adams	\$1,000.00	Smyrna High School	School Funds - Soccer	Field Maintenance for Soccer Field
Thomas Chestnut	\$6,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Tuba Coaching
Allison Mader	\$7,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Color Guard Instruction
Alexis Yatuzis-Derryberry	\$2,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps
Nicollette Lyons	\$2,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps
Brittany Jerrell	\$2,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps

Elijah Gilmore	\$2,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps
Michael Chester	\$6,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps
Debra Burton	\$6,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Summer & Winter Band Camps
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Macie Pringle	\$4,000.00	Blackman High School	School Funds - Volleyball	Organization & running several volleyball camps for kids
Andrew Arnold	\$1,200.00	Central Magnet	School Funds - Baseball	JV Baseball Coach
Abraham Scraggins	\$2,000.00	Central Magnet	School Funds - Baseball	Assistant Soccer Coach
Evan Keegan	\$1,200.00	Central Magnet	School Funds - Swim	Assistant Swim Coach
Hannah Gibson	\$800.00	Eagleville School	School Funds - Band	Marching Band Instruction
Hannah Gibson	\$25 per half hour lesson	Eagleville School	School Funds - Band	Brass Lessons
Alayna Hurst	\$3,250.00	Eagleville School	School Funds - Band	Marching Band Instruction
Alayna Hurst	\$2,250.00	Eagleville School	School Funds - Band	Winter Guard Instruction
Viktor Seely	\$3,000.00	Eagleville School	School Funds - Band	Marching Band Instruction
Olivia Guthier	\$300.00	Eagleville School	School Funds - Band	Marching Band Instruction
Aidan Amphonephong	\$2,800.00	Eagleville School	School Funds - Band	Percussion Instruction
Rosa Palacios	\$1,000.00	Eagleville School	School Funds - Band	Instruction at Band Camp
Nathaniel O'Neal	\$4,000.00	Riverdale High School	Riverdale Band Boosters	Band Camp, Marching Instruction, Assisting with Percussion Rehearsals & Performances
Benjamin Bjork	\$600.00	Riverdale High School	Riverdale Band Boosters	Marching Band Instruction, assist with learning of marching drill and music

Benjamin Bjork	\$25 per lesson	Riverdale High School	School Funds - Band	Private lessons, saxophone/woodwind instruction
Wilson Sharpe	\$25 per lesson	Riverdale High School	School Funds - Band	Woodwind Lessons
Rachel Friedman	\$25 per lesson	Riverdale High School	School Funds - Band	Private Lessons
Rachel Friedman	\$4,000.00	Riverdale High School	Riverdale Band Boosters	Marching Instruction
Noah Friedman	\$25 per lesson	Riverdale High School	School Funds - Band	Private Lessons
Noah Friedman	\$4,000.00	Riverdale High School	Riverdale Band Boosters	Marching Instruction
JaKayla Craig	\$5,000.00	Riverdale High School	Riverdale Band Boosters	Colorguard choreography & instruction band camp & marching season
Olivia Starnes	\$6,000.00	Riverdale High School	Riverdale Band Boosters	Colorguard choreography & instruction band camp & marching season
Sean Creighton	\$2,000.00	Riverdale High School	Riverdale Band Boosters	Marching instruction & music rehearsals
Michael George	\$600.00	Riverdale High School	Riverdale Band Boosters	Band Camp Instruction, brass specific instruction
Michael George	\$25 per private lesson	Riverdale High School	School Funds - Band	Private lesson trumpet/brass instruction
William Moore	\$3,000.00	Rock Springs Middle	School Funds - Band	Weekly Percussion Sectional, Private percussion instruction
Benjamin Easley	Up to \$100 per hour per service	Rockvale High School	Rockvale Band Boosters	Band Sectionals, Low Brass Lessons
Jackson Alford	\$300.00	Rockvale High School	Rockvale Band Boosters	Percussion Camp Sectionals
Erich Smith	\$5,000.00	Siegel High School	Siegel HS Band Boosters	Percussion staff throughout competitive season
Rebecca Murphy	\$5,000.00	Siegel High School	Siegel HS Band Boosters	Lessons
Riley Trauscht	\$5000.00/\$25 per 30 min lesson	Siegel High School	Siegel HS Band Boosters	Teaching music, fundamentals, and technique

Emmett Fernekes	\$500.00	Siegel High School	Siegel HS Band Boosters	Assist in teaching students in preparation for marching band season.
Benjamin Rattanvong	\$5,000.00	Siegel High School	Siegel HS Band Boosters	Teaching Trumpet sectionals during band camp.
Joseph Jenkins	\$1,000.00	Siegel High School	School Funds - Soccer	Assistant Coach
Philip Gregory	\$3,000.00	Siegel High School	School Funds - Choir	Sound Technician, Variety Show/Spring Musical & DJ Winter Formal
Darryl Deason	\$0.00	Siegel High School	Volunteer Only	Direct Musical
Donna Shearron	\$1500.00 per month/15 students @\$100 monthly or \$25 per lesson	Siegel High School	School Funds - Choir	Voice Lessons
Kasey McCormick-Melberg	\$3000.00 monthly -30 students @\$100 monthly or \$25 per lesson	Siegel High School	School Funds - Choir	Private Lessons
Brittany Griffin	\$6,000.00	Siegel High School	School Funds - Choir	Choreography for variety show & Spring Musical
Hannah Blankenship	\$1,500.00	Stewarts Creek High	School Funds - Theater	Theater Camp
Jude Williams	\$1,500.00	Stewarts Creek High	Schol Funds - Theater	Summer Camp Instructor
Landon Stanley	\$2,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Percussion and Recording Sessions
Christopher Mondak	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Bass lessons & Coaching
William Moore	\$8,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Percussions lessons & Coaching

Jacob Marlow	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Trombone lessons & Coaching
Tara Johnson	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Horn lessons & Coaching
Stephen Morgan	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Trumpet lessons & Coaching
Riley Trauscht	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Saxophone lessons & Coaching
Jennifer Zimmerer	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Clarinet lessons & Coaching
Alice Judy	\$8,000.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Flute lessons & Coaching
Benjamin Easley	\$7,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Fall Marching Band Music & Rehearsals
Robert Heale	\$2,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Percussion Instruction & Coaching
Andre Espinoza	\$2,500.00	Stewarts Creek High	Stewarts Creek High Music Boosters	Percussion Instruction & Coaching
Jennifer Zimmerer	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
Riley Trauscht	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
Stephen Morgan	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
William Moore	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
Jacob Marlow	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
Alice Judy	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes

Tara Johnson	\$60 per hour or \$30 per lesson	Stewarts Creek Middle	SCM Music Boosters	Private Lessons & Sectionals/Master Classes
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- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of the event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

Recommended Motion – to approve the consent agenda as presented.

5. PUBLIC COMMENTS*

**Public comment requests to address the Board must be provided in writing to the Director of Schools' office no later than noon (12:00 p.m.) on the day of the meeting by completing the Public Comment Form. Speakers will have three (3) minutes to speak.*

6. HUMAN RESOURCES (TAB 2)

I. Stellar Therapy Services Contract Renewal for Medicaid Reimbursement

The Stellar contract for the Nursing Medicaid Reimbursement Program in Rutherford County Schools is up for annual renewal. Their administrative fee is 20% of total revenues received. Medically necessary services that the student's provider orders may be reimbursed. These include oral medications, tube feedings, tracheostomy and ventilator care, diabetes care, asthma treatments, and other treatments for chronic illnesses.

Last school year, school nurses generated \$75,154 with a total revenue of \$60,123.

This school year, the school nurses have received reimbursements of \$182,250.06 with a total revenue of \$145,800.05. This data is as of May 20, 2025, and does not include billable services performed in May.

Recommended Motion - to approve the contract renewal with Stellar Therapy Services as presented.

II. Motlow Nursing Clinical Agreement: RCS partners with Motlow as a clinical rotation site for Motlow nursing students. Their nursing students spend 1-2 days observing RCS School Nurses as part of their pediatric clinical rotation.

Recommended Motion - to approve the Motlow Nursing Clinical Agreement as presented.

7. INSTRUCTION (TAB 3)

I. Attendance Educational Assistant Job Description

LaVergne High School is requesting the approval of a new job description for the 2025-2026 school year. The job description is for an Attendance Educational Assistant that will implement and support Tier I and Tier II truancy support and initiatives. This position will be funded through Title I funds for the 2025-2026 school year.

Recommended Motion – to approve the job description of Attendance Educational Assistant for the 2025-2026 school year.

II. Rutherford County schools will continue the Health & Opioid Prevention Education (HOPE) curriculum for the 25-26 school year. To ease the burden on our teachers, we have partnered with the Prevention Coalition 4 Success (PC4S). PC4S has hired Support Specialists to teach these lessons in any school that requests their help.

Recommended Motion - to approve the MOU between the PC4S and Rutherford County Schools (or Coordinated School Health).

8. SPECIAL EDUCATION (TAB 4)

I. The Special Education Department is requesting an updated job description for Special Education Itinerant Preschool Teacher position to include revised language and updated job description.

Recommended Motion – to approve the updated job description for Special Education Itinerant Preschool Teacher as presented.

II. Special Education Department is requesting an updated job description for Special Education Transition Case Manager position to include revised language and updated job description.

Recommended Motion – to approve the updated job description for Special Education Transition Case Manager as presented.

9. LEGAL (TAB 5)

I. Policy Adoption - Second Reading of Two Readings
The policies were recommended on the first reading on June 5, 2025.

Policy Changes

a. Policy 1.703 – School Attendance Zones and Exemptions
Adds language for specific board-approved programs and location of procedures.

b. Policy 1.901 – Charter School Applications

Adds requirement for charter schools to use the same student information system (SIS) as RCS.

c. Policy 3.206 – Community Use of School Facilities

Adds that users will observe facility closures in the event of inclement weather.

d. Policy 5.302 – Sick Leave

Adds language to clarify bereavement leave for classified and certified staff.

e. Policy 6.204 – Attendance of Non-Resident Students

Removes Rutherford County Virtual School as an exception to residency requirements (except for currently enrolled students).

f. Policy 6.411 – Student Wellness

Changes required meetings of the Healthy School Team from four (4) to two (2) per school year.

g. Policy 6.502 – Foreign Exchange Students

Adds language to comply with choice seats requirements.

Recommended Approval - motion to adopt the above policies on the second and final reading as presented.

II. Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for making a threat of mass violence. According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny.

Recommended Motion - to admit or deny the admission of this Out of County Transfer Student as presented.

III. Disciplinary Hearing Appeal – 25-0502

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) and of the Director of Schools to uphold the remandment of a student from Whitworth-Buchanan Middle School.

Based on a review of the record, the Board may:

- A. Affirm the decision of the DHA and of the Director.
- B. Overturn the decision of the DHA and of the Director; or
- C. Grant a hearing before the Board.

Recommended Motion - to take action in line with one of the above options as presented.

10. FINANCIAL MATTERS (TAB 6)

Placeholder for Fund 141 End of Year Clean up Amendment

Placeholder if applicable Fund 177 End of Year Clean up Amendment

11. ENGINEERING AND CONSTRUCTION (TAB 7)

I. Eagleville Gaga Ball Pit request. Principal Tim Pedigo is requesting to install a Gaga ball pit on the playground. The anticipated cost is \$5,497.00 and will be at no cost to the Board. The funding will come from school funds. Engineering and Construction has reviewed the request and has no objections.

Recommended Motion - to approve the Eagleville Gaga Ball Pit request as presented.

II. Rockvale High ROTC Obstacle Course request: Principal Steve Luker is requesting to allow the ROTC program to install an obstacle course. This project is anticipated to cost \$5,000.00 and be completed in two phases. Phase one funding and labor is being donated. This project is at no cost to the Board. Due to site constraints there are limited options for the location. There is a possibility that the area selected may be unusable due to standing water. This has been relayed to the school and with limited options the request stands. Engineering and Construction has reviewed the request and with the noted possibility of standing water, has no objection.

Recommended Motion - to approve the Rockvale High ROTC obstacle course project request as presented.

12. FINANCIAL REPORT

13. DIRECTOR'S UPDATE

14. GENERAL DISCUSSION

15. ADJOURNMENT

BID #3810 - BLACKMAN HIGH SCHOOL - ROOF RENOVATION	
General Contractor	Romach, Inc
Project Name	Blackman High School Roof Renovation
Owner's Bid Number	3810
License Number and Date of Expiration	17801
Classification for Type of Work	4/30/2027
Date and Time for Opening	May 28, 2025 at 2pm
Electrical Contractor	A&S Electrical
License Number and Date of Expiration	20026 5/31/26
Roofing Contractor	Pinnacle Building Services
License Number and Date of Expiration	53093 8/31/25
Drug-Free Workplace Affidavit	yes
Criminal Background Compliance Affidavit	yes
Receipt of Addendum No. (1) - 05.21.2025	yes
BASE BID	\$ 346,157.00
Bid Bond	yes

Recommend: Motion to approve to Romach, Inc. for overall lowest and best bid.

To be funded from Capital Projects

Request to Purchase:

Rutherford County Special Education Department requests an extended contract for the following: Certified Lead Special Education Teacher, Certified Split Lead Special Education Teacher, Special Education Homebound Teachers, and Classified RBT or BEA Additional Hours for Bus Behavior Support for 2025-2026 school year.

Rutherford County Special Education Department requests to renew CentralReach CR LiftEd program for 2025-2026 school year.

Rutherford County Special Education Department requests to renew with High Road School of Nashville for the 2025-2026 school year.

Request to Purchase:

Rutherford County Board of Education request to use Sumner County Board of Education RFP #20240924 for HVAC Equipment, Installation, and Service.



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

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MEDICAID REIMBURSEMENT PROGRAM – SCHOOL NURSING SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made on this 1st day of July, 2025, by and between Rutherford County Board of Education (hereinafter known as "**School District**") and **Stellar Therapy Services, LLC**, (hereinafter known as "**Contractor**") with its principal office in Chattanooga, TN, 37421.

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, School District and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from **July 1, 2025, through June 30, 2026**. The term may be extended for up to two years following the end of the initial term, by mutual agreement of the parties.

2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the “Administrative Services”):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (“MCOs”) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District (“School District Providers”) or who have a current contract with Board of Education (“Contract Providers”).
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Review and assist School District in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Ensure that all consents and physicians’ orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

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by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

- When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures, and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services and the direct clinical services provided by the Contractor hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

3. Billing Entity Services. To be eligible for claiming, nursing services must be performed under the supervision of a Physician, a Physician's Assistant, or a Nurse Practitioner ("Billing Entity"). Claims for nursing services will be submitted using the credentials and provider number for the Billing Entity.

(a) To the extent that it is necessary to facilitate submission of claims for eligible services, Contractor shall provide billing entity services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that billing entity possesses all licenses and qualifications necessary, and services provided will be in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

(c) School District is prohibited from hiring, causing to be hired, or contracting with any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor

4. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) Contractor will provide regular reports to School District of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice School District on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the



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parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

(d) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the School District in writing of such within thirty (30) days of effective date of changes. After receipt by the School District of rate changes of the Contractor, School District shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if School District does not agree with the rate changes. If School District cancels this Agreement because of unacceptable rate changes, neither party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

5. FERPA Compliance.

School District and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with School District as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

6. School District And Contractor Responsibilities.

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) School District represents and warrants that the School District Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) School District acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that School District's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. School District additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

(e) Contractor agrees to:

- Provide all services hereunder in accordance with applicable law and regulations and shall upon request of the School District to provide commercially appropriate reports, response to inquiries or concerns.
- Contractor affirmatively represents that this Agreement complies with all TennCare, Medicaid or any other government sponsored health care reimbursement programs in all respects.
- Contractor acknowledges that it has the appropriate medical professionals to perform any oversight duties undertaken in this Agreement, whether under the Administrative Services or



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Billing Service Section or elsewhere and agrees to immediately notify School District if they can no longer perform the review at the appropriate level.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

8. **Acknowledgments.**

(a) Contractor and School District acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and School District acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and School District acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and School District acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. **Tax Liabilities.** All taxes applicable to any amounts paid by School District to Contractor under this Agreement shall be Contractor's liability and School District shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by School District, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, School District shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible School District Students by School District Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

11. **Preservation of Records.** Contractor and School District agree that they shall cause the healthcare records generated in connection with the services of the School District Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and School District shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties



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signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Change Of Circumstances. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. Indemnification. Contractor agrees to protect, defend and indemnify School District and to hold School District harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any School District employee.

15. Governing Law. This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

16. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

17. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

18. Headings. The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. Counterparts. This Agreement may be executed in two counterparts, both of which shall constitute an original.



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

School District

By: _____

Title: _____

Signature: _____

Stellar Therapy Services, LLC

By: Holly Christopher

Title: CFO

Signature: Holly Christopher

o WHO DO WE SEND INVOICES TO?

NAME: _____

EMAIL: _____

PHONE: _____



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ATTACHMENT

Authorization and Acknowledgement of Compliance with Privacy Laws

Whereas, School District has contracted Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.
2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.
3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

Re: 25-26 Stellar School Nursing MRP Contract Renewal: Rutherford County Schools

From Monika Ridley <RidleyM@rcschools.net>

Date Fri 5/16/2025 2:36 PM

To Shanna Groom <grooms@rcschools.net>

Hi Shanna,

I've reviewed the agreement, and I don't see any issues from my end. Thanks.



Monika Ridley
GENERAL COUNSEL

(615) 893-5812
RidleyM@rcschools.net
www.rcschools.net

From: Shanna Groom <grooms@rcschools.net>

Sent: Friday, May 16, 2025 2:13 PM

To: Monika Ridley <RidleyM@rcschools.net>

Subject: Fw: 25-26 Stellar School Nursing MRP Contract Renewal: Rutherford County Schools

I also have a contract with Stellar that needs to be renewed for this upcoming school year. Can you review this contract?

In years past, the board voted on this due to the admin fee involved.

Here are my most recent disbursements:

STELLAR DISBURSEMENT DETAILS				
CK DATE	CK NUMBER	REIMBURSEMENT TOTAL	ADMIN FEE 20%	CHECK AMOUNT
10/21/2024	21826	\$24,890.74	\$4,978.15	\$19,912.59
1/15/2025	4576	\$19,793.54	\$3,958.71	\$15,834.83
1/23/2025	4587	\$856.65	\$171.33	\$685.32
2/28/2025	21893	\$23,614.23	\$4,722.85	\$18,891.38
4/22/2025	4634	\$30,308.69	\$6,061.74	\$24,246.95
5/1/2025	4657	\$28,809.71	\$5,761.94	\$23,047.77
TOTALS		\$128,273.56	\$25,654.71	\$102,618.85

If approved, I will add it to the June 5th school board calendar.

CLINICAL AFFILIATION AGREEMENT BETWEEN MOTLOW STATE COMMUNITY COLLEGE
AND RUTHERFORD COUNTY SCHOOLS

This Agreement is made this 30th day of May, 2025, by and between Motlow State Community College, hereinafter referred to as "Institution" and Rutherford County Schools, hereinafter referred to as "Affiliate".

Whereas, it is to the mutual benefit of the parties to provide clinical experience for students enrolled in certain programs of the Institution, the parties have agreed to the terms and provisions set forth below:

I. Purpose - the purpose of this Agreement shall be to provide clinical experience to students enrolled in the Nursing programs of the Institution.

A. Consideration for this Agreement shall consist of the mutual promises contained herein, the parties agreeing that monetary compensation shall neither be expected nor received by either party.

B. The clinical experience shall be provided at the Affiliate's Facility located at 2240Southpark Dr., Murfreesboro, TN referred to as "Facility". C. The specific experience to be provided students is described as follows:

(Detailed description of specific experience, including, but not limited to, activities to be required of students and special services/physical facilities available to students.)

II. Terms and Conditions - pursuant to the above-stated purpose, the parties agree as follows:

A. Term - the term of this Agreement shall be four (4) years commencing May 30, 2025 and ending May 30, 2029.

Either party may terminate this Agreement upon giving 90 days written notice to the other party. Such termination shall have no effect on students receiving clinical experience during the current academic term.

This Agreement may be renewed with written approval of all parties for a total term of up to five years.

B. Placement of Students – As mutually agreed between the parties, the Institution will place an appropriate number of students at the Facility each academic term.

C. Discipline - While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of the Institution and the Affiliate.

Students shall be dismissed from participation in the Institution's program only after the appropriate disciplinary or academic policies and procedures of the Institution have been followed. Notwithstanding the foregoing and pursuant to its policies, Affiliate retains the right to safeguard the health, safety, and welfare of its patients and the orderly operation of the Facility and in such capacity shall have the right to exclude or remove a student from the Facility at any time based on a student's failure to comply with reasonable policies of the Facility, including, without limitation, those related to vaccination and disease testing.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (Institution and/or Affiliate/Facility):

1. Institution shall be responsible for the selection of students to be placed at the Facility.
2. The Facility shall provide orientation to the Facility for students beginning clinical experience.
3. The institution, with consultation of the Affiliate staff shall be responsible for scheduling training activities for students.
4. The Affiliate shall be responsible for supervising students at all times while present at the Facility for clinical experience.
5. The Institution and Affiliate shall evaluate the performance of individual students as appropriate.
6. The Affiliate shall retain complete responsibility for patient care providing adequate supervision of students (and faculty, if applicable) at all times.
7. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
8. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during clinical experience. Such treatment shall be at the expense of the individual treated.
9. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the Institution or other entity as requested by the Institution. The Affiliate shall also permit authorities responsible for accreditation of the Institution's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
10. The Institution shall provide health records of students (and faculty, if applicable) upon request by the Affiliate. In order to maintain a healthy and safe environment, Affiliate retains the right to require students and faculty participating at its Facility to have, or to obtain, any immunizations or testing reasonably required by Affiliate.
11. The Institution shall establish a procedure for notifying the Affiliate if a student (or faculty, if applicable) is/are unable for any reason to report for clinical training.
12. The Affiliate requires written evidence of professional liability insurance coverage from individual students and faculty and staff (if applicable) participating in the experience. The minimum amount of coverage per individual shall be \$1,000,000.00. The coverage shall extend through the term of the student and faculty or staff's (if applicable) participation.
13. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. Any and all claims against the State of Tennessee, including the Institution or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be expressly limited to claims paid by the Claims Commission pursuant to T.C.A. § 9-8-301 et seq.

E. Mutual responsibilities - the parties shall cooperate to fulfill the following mutual responsibilities:

1. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement, which shall include but not be limited to:

To the extent required by federal law, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and

disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The Family Educational Rights and Privacy Act (FERPA). The Affiliate shall protect the confidentiality of the student's records and shall not release any information without written consent from the student unless required to do so by law.

2. Background Checks: If criminal background checks of students are required by the Affiliate, the Institution shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the Institution that the check must be completed within the 90day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

If criminal background checks are required for Institutional faculty or staff, it shall be the Institution's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate.

It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty/staff member shall not participate at its facility, Affiliate shall so notify that individual and the Institution. Institution shall take steps to ensure that this individual does not participate in the clinical program at the Affiliate.

If an Institutional faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.

Recognizing that students enrolled in the Nursing programs at Institution will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the Institution's health care program and if the results of the background check are archived by the background check agency.

Institution shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

(If desired, a list of the checks to be run, along with the disqualifying criteria of the Affiliate can be referenced and affixed as an Addendum.)

3. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the Institution.
4. Any courtesy appointments to faculty or staff by either the Institution or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing

party.

5. The confidentiality of patient records and student records shall be maintained at all times in accordance with applicable law.

F. Miscellaneous Terms - The following terms shall apply in the interpretation and performance of this Agreement:

1. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.
2. The delay or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
3. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

Motlow State Community College

Rutherford County Schools

BY _____
Renee Austin

BY _____

TITLE EVP of Business and Finance

TITLE

DATE _____

DATE _____

Approved by TBR: (If required; contracts which materially differ from this form require approval of the Chancellor.)

Chancellor _____

Date _____

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Attendance Educational Assistant

Term of Employment: 10 Months

Reports to: Principal

POSITION DESCRIPTION:

- Under the direction of the school principal and appropriate instructional coordinators, implement and support Tier I and Tier II truancy support and initiatives.
 - Foster and develop positive self-concepts in children through daily success-oriented learning experiences.
 - Communicate with parents and students to offer support and provide resources for optimum student attendance.
-

ESSENTIAL DUTIES:

- Design and implement Tier I and Tier II supports for student attendance.
- Coordinate with outside agencies that are related to student's attendance.
- Collaborate with administration, teachers, school counselors, school social worker, truancy teacher, and behavior coordinator regarding students who are absent or tardy too frequently and who have not responded to the corrective efforts made by the administration.
- Possess the skills to communicate positively and effectively to students, parents and staff; and appropriately intervene when attendance problems are identified.
- Develop strategies to maintain, cultivate, and reward good student attendance and ensure prevention-oriented supports are in place.
- Intervene with students who have a past history of truancy or face a risk factor that makes attendance more difficult and need a higher level of more individualized support in addition to benefiting from the universal supports.
- Establish a school plan for reducing chronic absence based on an analysis of strengths and challenges around school climate and attendance practice.
- Use qualitative and quantitative data to identify common barriers to attendance
- Cultivates an atmosphere where students feel respected and safe and all students feel as if they connect with at least one adult.
- Recognize good and improved attendance through a variety of school-wide initiatives

- Integrate information about chronic absence into parent programs and communications throughout the year.
- Identify patterns in attendance.
- Look for qualitative data to assess the underlying cause for a student's continued absences
- Identify students who need an appropriate tier 3 truancy response.
- Set attendance goals with students.
- Nurture teacher interest and capacity in helping to reach out to chronically absent students and their families
- Maintain contact with families to ensure they are receiving the support needed.
- Provide recognition when individual goals are met.
- Refer families to appropriate services.
- Work with students and families to develop strategies for improved attendance.

QUALIFICATIONS:

- Completion of at least two years (48 semester hours) of study at an institution of higher education or obtain an associate's degree, or higher or demonstrate through a formal state assessment (ParaPro), knowledge of, and ability in instruction of reading and math skills.
- Has some experience working with children.
- Able to take direction; works both as a team and independently.
- Meets all health, physical and background check requirements.

EVALUATION:

- Conducted by the immediate supervisor or designee in accordance with provisions on the Rutherford County Board of Education policy on evaluation of classified personnel.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into and effective on July 1, 2025, by and between Rutherford County Schools, Coordinated School Health (CSH), 2204 Southpark Drive, Murfreesboro, TN 37128; (615) 893-5815 and Prevention Coalition for Success (PC4S), Inc., 630 Broadmor Blvd, Suite 130, Murfreesboro, TN 37129; 615-900-4882

Collectively known as the “Parties.”

1. **Purpose:** The Parties have partnered to provide the Health and Opioid Prevention Education (HOPE) curriculum in the Rutherford County School System. The Parties will work together to achieve the various aims and objectives related to the HOPE curriculum including implementation of the curriculum in up to 10 schools. All classes and posttests will be complete by May 1st, 2026.
The HOPE curriculum was developed by Wright State University College of Health, Education, and Human Services and includes instruction on the dangers of prescription opioid abuse and the connection between prescription opioid abuse and addiction to other drugs. The HOPE Curriculum provides developmentally appropriate lessons to build students' skills and functional health knowledge that leads to healthy behaviors students can demonstrate throughout their life. The curriculum will be taught for grades 5 to 12 in Rutherford County Schools. Key concepts of the curriculum include only taking medicine from a trusted adult, never sharing or taking some else's medicine, storing medicine in a locked cabinet, properly disposing of excess or expired prescriptions. Skills including decision-making, analyzing influences, accessing valid health resources, advocating for healthy choices, and communication skills.
2. **Scope:** Rutherford County Schools will provide training on the curriculum and materials needed to implement the curriculum to Prevention Coalition for Success employees. Prevention Coalition for Success employees will teach the curriculum in schools as directed by Coordinated School Health. Pre and Post test to assess student skills and knowledge will be collected as directed by Coordinated School Health. All pre and posttest assessments will be conducted by CSH and HOPE staff. PC4S staff will not be responsible for outcome data.
3. **Term:** This Agreement shall be effective through June 30, 2026, unless terminated in writing by Rutherford County Schools or Prevention Coalition Success.

Authorization and Execution:

By: _____ Dated: _____

Jenna Stitzel, Coordinated School Health, Director

RUTHERFORD COUNTY SCHOOL SYSTEM JOB DESCRIPTION

Job Title: Special Education Itinerant Preschool Teacher

Terms of Employment: 100 days

Immediate Supervisor: Coordinator of Special Education

POSITION DESCRIPTION:

- Under the supervision of the building Principals and the direction of the Coordinator of Special Education, the Special Education Itinerant Preschool Teacher will provide early intervention services to eligible 3 to 5 year old preschool students with disabilities prior to their entry into Kindergarten.

ESSENTIAL DUTIES:

- Provide direct services to eligible preschool students with disabilities, as specified in each student's IEP.
- Provide services which are developmental in nature and which consider factors such as individual student needs, abilities, levels of development, learning styles and emotional and/or physical limitations.
- Assume responsibility for the facilitation of the day-to-day special education services for the students with IEPs in the classrooms he/she serves.
- Attend IEP-Team meetings to assist in determining eligibility for special education services and/or in developing IEPs and making program and placement decisions for preschool students 3 to 5 years of age.
- Develop and maintain student IEPs and all other required paperwork and documentation in a timely, correct and efficient manner.
- Collect data on IEP goals, complete and send home quarterly progress reports regarding IEP goals.
- Work collaboratively with Special Education Coaches
- Consult with and advise parents and other staff on matters pertaining to the special needs of preschool students with disabilities.
- Conduct all required student assessments as mandated by Federal, State, and Local regulations and procedures (i.e. achievement, adaptive behavior, behavior rating scales, etc.) to assist in determining eligibility for special education services and to assist in making appropriate program and placement decisions for eligible preschool students with disabilities.
- Be available for education-related purposes outside the instructional day upon the reasonable request of Coordinator or building administrator
- Participate in faculty and professional meetings, educational conferences, teacher training workshops and other professional growth and development activities.

- Assume full responsibility for maintaining professional endorsements, licensure, professional development, in-service training etc., required for employment in the position.
- Follow and maintain compliance and certification requirements for the State Department of Education's rules and regulations for IDEA 619 Preschool Classrooms.
- Perform other job-related duties as assigned.

QUALIFICATIONS:

- Must meet all health, physical and background check requirements.
- Must hold a valid Tennessee teacher's license with appropriate endorsement in Pre-K Special Ed.
- Successful training and/or experience working with 3 to 5 year old students with disabilities.
- Must have thorough knowledge of and ability to apply all pertinent Federal and State regulations regarding the assessment, identification, placement, and provision of appropriate services to eligible preschool students with disabilities.
- Strong interpersonal skills--ability to work cooperatively and effectively with a wide range of people is essential (i.e., students, school administrators, teachers, support staff, parents and other professionals in the school and community.)
- Must have strong written and verbal presentation skills.

EVALUATION:

- Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

**RUTHERFORD COUNTY BOARD OF EDUCATION
JOB DESCRIPTION**

Job Title: Special Education Transition Case Manager

Terms of Employment: 210 days
Not to exceed 40 hours per week.

Immediate Supervisor: Special Education Supervisor

POSITION DESCRIPTION:

- Under the general direction of the Coordinator of Special Education and the immediate supervision of the Special Education Supervisor, assist High School Students with disabilities successfully complete work-based vocational and transition activities in order to successfully transition from school to work.

ESSENTIAL FUNCTIONS:

- Develop a thorough knowledge and understanding of the Rutherford County Schools Special Education Work-Based Learning program:
 - Purpose
 - Goals and objectives
 - All criteria and hourly restrictions which apply
 - Regulations, policies and procedures
 - Emergency procedures
 - Job Analysis process
 - Evaluation process
- Survey job sites and assist with any problems/concerns of job coaches.
- Work closely with the Special Education Coaches and Work Based Learning Teachers and other appropriate individuals to discuss client behaviors, work performance, work site assignments and other pertinent issues to assist in developing, implementing and reviewing student placements and program objectives on an ongoing basis.
- Able to successfully perform all duties of the job sites in order to train students in those duties.
- Assist the assigned Special Education Supervisor in developing employment opportunities for student placement.
- Alert the Special Education Supervisor of problems, or potential problems, associated with the Special Education Transition Work Training Program.
- Maintain student confidentiality, as mandated by both Federal and State Law. Breach of student confidentiality may constitute grounds for immediate dismissal.
- Move about the school system and community as needed, in the performance of assigned responsibilities and duties.
- Perform additional duties/tasks and assume additional responsibilities as directed or assigned by Coordinator of Special Education.

- Maintain POs for job site materials or coordinate with Special Education Supervisor when items are needed.
- Attends to the Transitional Work-Based Learning needs of special education students to whom assigned such as: eating; dressing; toileting and/or diapering; walking; getting on and off buses; putting on or adjusting prosthetic appliances; physical and occupational therapy exercises (as instructed by occupational or physical therapist); and other tasks and activities as assigned by the supervising Special Education Coordinator and/or the direction of an assigned supervisor
- Maintains Rutherford County Special Education Fleet Vehicles, not limited to, implementing required regular vehicle maintenance and/or safety checks, assisting with emergency transportation issues, proper inspections, and insurance information, assigning routes for transition programs' transportation, assisting with emergency transition transportation needs when deemed appropriate.
- Arranges and verifies transportation requests for all Special Education Transition Work-Based Learning Programming with the transportation department and maintains a professional relationship with bus drivers for the jobsite programs.
- Manages and assists with workplace supervising for special education Work-Based Learning teacher to maintain student files, records, etc. and turning them over to the State Department of Education for Work-Based Learning as required by the standards of the transition-based program. (Paying particular attention to student confidentiality.)
- Operates and cares for equipment and materials used in the classroom or business for instructional purposes.
- Completes a Work-Based Learning notebook before going onto the job sites which includes all required information completed on each student such as: Emergency procedures, Insurance and Emergency Information Form, Work Agreement Form, Written Safety Training Plan, Written Training Plan, etc.
- Maintain PAES (Practical Assessment Exploration System) lab materials and train staff as needed

QUALIFICATIONS:

- Must meet at least one of the following:
 - Hold an associates degree or higher;
 - Have an equivalent of two (2) years of college coursework (48 hours) at an accredited institution of higher learning; or
 - Pass the Education Testing Service (ETS) Para-Pro Assessment.
- Must meet all health, physical and background check requirements.
 - Not less than a High School Diploma or GED.
 - Prior experience working with students with disabilities in community-based job settings
 - Strong written and verbal skills.
 - Must be able to carry out responsibilities with limited direct supervision.
 - Must have strong interpersonal skills—ability to work effectively with a wide range of people (i.e., students, school administrators, teachers, support staff, parents, business people, etc.)
 - Able and willing to take direction and work effectively both on a team and independently.
 - Must have a valid Tennessee State Driver's License to drive a bus or van, in order to transport students to school, work, and around the community as needed.
 - A Commercial Drivers License for bus transportation is not required but helpful.

EVALUATION:

Transition Case Manager 5/2025

- Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Classified Personnel

Rutherford County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Attendance Zones and Exemptions	Descriptor Code: 1.703	Issued Date: 12/15/22
		Rescinds: 1.703	Issued: 11/11/21

1 Residence

2 The legal residence of the student must be in Rutherford County. Legal residence is defined as
3 the primary domicile of the student's custodial parent(s) or legal guardians. A copy of the court
4 document establishing guardianship or legal custody shall be filed with the school. The custodial
5 parent or legal guardian of each student shall be required to submit proof (i.e. telephone bills,
6 electric bills, property tax receipts, etc.) that they reside in Rutherford County. The residence of
7 those students deemed to be "homeless" and/or illegal aliens will be determined in accordance
8 with federal law.

9 II. Attendance Areas

10 Student assignment shall be based on attendance transportation zones as adopted by the
11 Rutherford County Board of Education. The student shall attend the school located in the school
12 zone of the student's legal residence. The Rutherford County Board of Education will provide
13 transportation within an attendance transportation zone.

14 III. Transfers

15 The principal of any school accepting a student by transfer from another school by reason of the
16 family changing place of residence within a semester, must be satisfied the family is actually
17 residing within the area served by the school before enrolling the student.

18 Students who move out of their transportation/attendance zone, are to attend the school zone of
19 their new legal residence.

20 IV. Zone Exemptions

21 A. Before February 1 of each school year, the district's instruction staff and principals will identify
22 which schools that, based on the school's capacities per grade, class and program levels, have
23 space available to serve additional students. In determining available space at the class level, the
24 school district will use averages specified in TCA 49-1-104, building capacity, and other
25 appropriate considerations.

26
27 B. The number of spaces available for enrollment in each school by grade, class, and program levels
28 will be posted on the district's website at least fourteen (14) days before the beginning of the
29 open enrollment period. A reasonable amount of enrollment spaces will be reserved to

1 accommodate the potential enrollment of students who may relocate within the respective school
2 zone, students who may have a sibling enrolled at the respective school, and students who may
3 have a parent who teaches at the respective school.
4

- 5 C. For a minimum of thirty (30) calendar days between December and April of each school year,
6 parents/guardians may request that his/her child attend a school within the system other than the
7 one which the child is zoned using the zone exemption application process, which will be posted
8 on the district's website.
9

- 10 D. The specific procedures will be developed and approved by the Director of Schools, and the
11 process will be overseen by the Director's designee. Procedures shall be posted on the district's
12 website www.rcschool.net.
13

- 14 E. At the end of the open enrollment period, the district will approve an application for transfer if
15 space is available for the student at the requested school. If the number of applications for transfer
16 to a school exceeds the number of spaces available for enrollment in the school at the building,
17 grade, class, or program level, the school district will conduct a lottery to select the students who
18 may transfer to the school.
19

- 20 F. The Director of Schools may consider administrative placement of students on a case-by-case
21 basis for extreme hardship situations.

- 22 G. No one is authorized to grant an exemption to applicable school zones other than those specified
23 in this policy.

- 24 H. If an attendance zone exemption is granted, transportation must be provided by the custodial
25 parents or legal guardian to the school outside the attendance transportation zone. Bus
26 transportation will not be provided to or from the out-of-zone school.

- 27 I. This policy does not in any way prohibit an M-team, the childcare development advisory
28 committee, or the disciplinary hearing committee from making program recommendations for
29 students at any time during the school year.

- 30 J. Violators of this policy (i.e. students using incorrect addresses, aliases, etc.) will be reassigned
31 to their school of zone immediately.

- 32 K. School personnel who knowingly allow or encourage a student to violate the school zone line
33 without an exemption having previously been granted shall be disciplined.

- 34 L. If a student is granted a zone exemption, the student will be permitted to continue to attend the
35 new school in subsequent years based upon the exemption unless the exemption is granted for a
36 student to participate in a program of study. If the exemption was based on a particular program

1 of study, the student must remain in the program until completion. Any zone exemption granted
2 may be reviewed at any time by the Director of Schools, school principal(s) or any other
3 administrator. A granted zone exemption is subject to revocation upon the recommendation of
4 the principal(s) of the school. Factors to be considered in revoking a zone exemption include, but
5 are not limited to, disciplinary matters, student attendance, academic progress and/or any other
6 circumstance affecting the good order and discipline of the school.

7 M. After a student has enrolled in one school, he or she will not be permitted to transfer to another
8 outside the student's assigned zone during a given school year, unless there is a change in
9 residence of the student's custodial parents or legal guardian to a location outside the area in
10 which the student first enrolled. Any deviation from this must be brought before the Director of
11 Schools or his/her designee.

12 N. Holloway High, Homer Pittard Campus School, magnet schools (Central Magnet School,
13 McFadden School of Excellence, and Thurman Francis Arts Academy), and other Board-
14 approved programs (Oakland High School IB and LaVergne Early College Program), as well as
15 alternative schools are not zoned schools; therefore, zone exemption applications are not
16 accepted for transfers to these schools/programs.
17

Rutherford County Board of Education			
Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 05/09/24
		Rescinds: 1.704	Issued: 07/19/23

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converting from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall be
5 in accordance with state law.¹

6 **APPLICATION PROCESS²**

7 A prospective charter school sponsor shall send notice to the Director of Schools of its intent sixty (60)
8 calendar days prior to February 1st of the year preceding the year in which the proposed charter school
9 plans to begin operation as a charter school.

10 A sponsor seeking board approval of an initial charter school application shall complete the forms
11 provided by the Department of Education. The application shall provide all the information required by
12 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
13 by state law for the formation of a charter school, and the proposed charter school will be able to
14 implement a viable program of quality education for its students.

15 Applications shall be submitted to the Board and Department of Education on or before 11:59 p.m. on
16 February 1st of the year preceding the year in which the proposed charter school plans to begin
17 operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which
18 the school district offices are closed, applications will be accepted on the next business day on or
19 before 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an
20 application fee of \$2,500.00.²

21
22 The Director of Schools or his/her designee shall determine whether an application is complete within
23 ten (10) business days of receiving the application and shall notify the sponsor within five (5) business
24 days of the determination if the application is determined to be incomplete.³

25 **REVIEW TEAM¹**

26 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
27 applications. The team shall be comprised of members of the administrative staff for the district,
28 community members, and a member of the Board with relevant educational, organizational, financial,
29 and legal experience. At the board meeting in January of each year, the Director of Schools shall make
30 a recommendation to the Board on which members of his/her administrative staff should be appointed
31 to the team. The Board shall name the members of the team at a meeting in January of each year. The
32 Board shall designate a Chair of the review team as the contact person for answering questions about

the application process and receiving applications. The Director of Schools shall develop an orientation for the team to ensure consistent evaluation standards and the elimination of real or perceived conflicts of interest.

The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and ruling on applications for the establishment of charter schools by the review team. The procedure shall include a timeline for the application and review process. A copy of the procedure, including the review criteria, shall be available to any interested party upon request.

The review team shall:

1. Evaluate all charter school applications based on the review criteria adopted by the Board;
2. Recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration; and
3. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.

APPROVAL/DENIAL OF APPLICATION⁵

After presentation of the review committee's findings to the Board, the Board shall rule by resolution on the approval or denial of a charter school application within ninety (90) calendar days of receipt of the completed application, or the application shall be deemed approved by state law. The Director of Schools shall report the action taken by the Board to the Department of Education.

Approval

The sponsor of a charter school that is approved by the Board shall enter into a written agreement with the Board which shall be binding on the charter school's governing body. The charter school agreement shall be in writing and signed by the sponsor and the Board.

The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁶

Charter schools approved by the Board are expected to implement the application as submitted and approved. Material variations in operations from the approved application require amendment pursuant to state law and the charter school agreement.⁷

Charter schools approved by the Board shall use the same student information system (SIS) as the district. In the event the district switches providers for the SIS, charter schools will have to adopt the new SIS without any cost to the district.

The Board shall not provide services to charter schools that are not requested during the application process except for those services that are required under state or federal law. Services agreed to be provided to the charter school by the Board shall be provided at board actual cost. The Board and charter school shall execute a service contract for any additional services.

1 New charter school agreements are approved for a ten (10) year period.⁸ The Board may revoke or
2 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁹

3 *Denial*

4 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within
5 which to submit an amended application to correct the deficiencies. The Board shall have sixty (60)
6 calendar days either to deny or to approve the amended application, or the application shall be deemed
7 approved by state law.⁵

8 Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Charter
9 School Commission.¹⁰

Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
2. [TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(e\)](#)
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108; TRR/MSS 0520-14-01](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(c\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

Rutherford County Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Community Use of School Facilities	Descriptor Code: 3.206	Issued Date: 09/18/19
		Rescinds: 3.206	Issued: 03/17/16

When not in use for school purposes, school buildings and grounds or portions thereof may be used for public, governmental, charitable, civic, recreational, cultural, and other purposes as approved by the Board.^{1,2}

1. School facilities shall not be used for funeral, cremation, or burial purposes or services. Memorial services may be permitted for individuals who have particularly strong involvement with a school or the school system if approved in advance by the Director of Schools, and so long as the deceased is not brought onto school facility property.
2. Requests for the use of a school's facilities shall be made at the office of the principal at least thirty (30) days prior to the date of use.
3. Unless exempted from fees as provided in this policy or by state law, any group or entity desiring to use a school facility shall be required to pay the school system for the use of the facilities in accordance with a fee schedule adopted by the Board of Education.
4. Student clubs and activities of a Rutherford County school, a parent-teacher association of a Rutherford County school, organizations affiliated with a Rutherford County school, and governmental entities of Rutherford County shall be permitted use of school facilities without charge. Public schools of the State of Tennessee serving any grades between Kindergarten and Twelfth grade shall also be allowed to use school facilities without charge for activities associated with Rutherford County schools or if approved by the Director of Schools. Public education schools and institutions, post-secondary education institutions, private universities and colleges, and governmental entities or agencies that provide benefits to the Rutherford County school system or have an in-kind relationship approved by the Director of Schools may request the Board of Education to allow an exemption from the use of facilities fee which the Board may allow or deny as determined in the sole discretion of the Board based upon the details of the specific request.
5. Subject to the limitations provided in this section, non-profit entities with educational purposes ("Educational Organization") may enter into a Memorandum of Agreement with a school to provide in-kind services to a school with a value equal to or greater than the facilities use fee for the facilities sought in exchange for which the Educational Organization may be allowed the use of said facilities without charge for meetings or events involving students attending the school for which the use of facilities is sought. The terms and conditions of the Memorandum of Agreement must be approved by the Director of Schools or his/her designee and is further subject to availability of space and such terms and conditions as the Director may require. In the event an Educational Organization meeting or event involves an expense to the school in

1 excess of normal and routine utilities, the Director of Schools or his/her designee shall still
2 require payment of those costs as a condition to allowing the use of facilities. In the event an
3 Educational Organization does not provide the in-kind services agreed in the Memorandum of
4 Agreement, the Educational Organization will be responsible for payment of the use of
5 facilities fee for the facilities utilized. Notwithstanding the above, no athletic competition or
6 practice utilizing gym or field facilities shall be eligible for use without payment of a fee under
7 a Memorandum of Agreement due to the expense of maintaining such facilities after such uses.

- 8
- 9 6. School facilities may not be used for private profit, except that unused facilities may be leased
10 for private day-care centers which provide educational and child care services to the
11 community;³
- 12
- 13 7. All activities must be under adult supervision and approved by the building principal. If
14 deemed necessary, the principal may assign a school employee to be present. The group using
15 the facilities will be responsible for any damage to the building or equipment.
- 16
- 17 8. Groups receiving permission for building use are restricted to the dates and hours approved and
18 to the building area and facilities indicated, unless requested changes are approved by the
19 principal. Entry into other areas of the facility will be considered trespassing. The permission
20 granted for each group may not be extended to other groups or individuals.
- 21
- 22 9. Groups receiving permission for building use are responsible for the observance of all fire and
23 safety regulations at all times; Groups will be required to agree to consult with the Principal or
24 designee about compliance with the existing school safety plan as a part of their use. The
25 number of attendees may not exceed the number authorized and must comply with local fire
26 codes.
- 27
- 28 10. The use of alcoholic beverages, weapons or explosives, drugs or tobacco, profane language, or
29 gambling in any form is not permitted in school buildings;
- 30
- 31 11. During emergencies or disasters, the Board will cooperate with recognized agencies, such as
32 the Red Cross, National Guard and Civil Defense to make suitable facilities available without
33 charge;
- 34
- 35 12. When school kitchens are used, at least one member of the cafeteria staff must be present to
36 supervise the use of equipment;
- 37
- 38 13. The Board will approve and periodically review a fee schedule for the use of school facilities
39 by community or civic organizations and other non-profit groups.
- 40
- 41 14. The Director of Schools shall develop procedures and forms to effectively implement this
42 policy. Use of school facilities by a group or entity which is not exempt from the use of
43 facilities fee are subject to the following rules and requirements:
- 44 A. A period of use not to exceed one calendar year may be allowed upon request and
45 may be renewed at the discretion of the Board for additional terms of one year each
46 up to a maximum of ten years.

- 1 B. The entity or group must have an established organization within the county or the
2 event must be hosted by an established organization within the county.
3 C. A school custodian must be employed to perform custodian services and must be
4 paid through the payroll system.
5 D. Classroom use is not recommended, but if a classroom is used, it must be put in
6 order before the group leaves or prior to the next scheduled use by the school.
7 E. Any school equipment to be used must be specified and approved by the principal
8 prior to its use. The principal shall satisfy himself that the person to use the
9 equipment is familiar with it and properly instructed in its operation. Any and all
10 damage to equipment shall be paid for by the group or entity using the facilities.
11

12 15. All use of facilities requests for non-school related activities must be accompanied by a
13 certificate of insurance showing the Board of Education as additional insured with a minimum
14 limit of \$2,000,000 liability insurance. A limit of \$1,000,000 may be allowed at the discretion
15 of the Director of Schools for certain activities.
16

17 16. School facilities use by the Rutherford County Board of Education shall not be used for
18 partisan political meetings.

Legal References

1. TCA 49-50-201
2. TCA 49-2-203(b)(4); TCA 49-2-405
3. TCA 49-2-203(b)(4)(B)

Cross References

Tobacco-Free Schools 1.803
Care of School Property 6.311

19 Additions:

20 Signs, banners, flags or other displays may not be erected on school property unless the permission of
21 the Principal or Principal's Designee is obtained in advance and only if such displays do not deface,
22 obstruct or damage school property.

23 An outside organization shall not restrict participation in an activity or event taking place on school
24 property because of an individual's race, religion, creed, gender, national origin or disability.

25 All activities must be orderly and lawful, and must comply with all federal, state, and local laws and
26 ordinances.

27 Parking is permitted only in designated areas.

28 The use of lighted athletic fields must end by 10:00 PM

29 Users of school buildings or grounds shall observe facility closures in the event of inclement weather
30 unless authorized by the Director of Schools or designee.

Rutherford County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 12/05/24
		Rescinds: 5.302	Issued: 07/19/23

PROFESSIONAL PERSONNEL

The time allowed for sick leave for professional personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days.¹

Sick leave shall be defined as: illness of a teacher from natural causes or accident, mental health, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for termination.

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay¹ and will always be required in support of absences for more than three (3) consecutive days. The procedures for long-term leaves are addressed in Board Policy 5.304.

Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the director of schools of the system in which the accumulated leave was held provides notarized verification.³

In accordance with state law, any teacher who goes on maternity leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for maternity leave purposes.

Certified and classified personnel with at least six (6) months of service, shall be granted bereavement leave up to three (3) days per event in the event of death of an immediate family member. Interim employees and re-employed retirees will be granted bereavement leave up to three (3) days per event in the event of death of an immediate family member after six (6) months of employment. Immediate family member shall include the employee's spouse/legal guardians, parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-siblings, step-children, step-grandchildren, and foster children, or any other person living in the household. Personnel shall be granted bereavement leave up to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. For a person

with a significant relationship to the employee, the Director or Director's designee (immediate supervisor) will approve the leave up to three (3) days per event. If additional days are needed for out of state travel, personnel shall discuss with the principal the need to use up to two (2) additional sick days without the requirement of a doctor's note. Personnel will be responsible for submitting bereavement documentation within five (5) working days of returning to work.

The time allowed/days earned for sick leave shall be one (1) day for each month an employee is employed. Interim certified teachers will earn one (1) sick day per month upon contracting with the District. All other interim employees shall begin earning one (1) day of sick leave for each month employed by the District after six (6) months of interim employment.

SUPPORT PERSONNEL

Support personnel shall earn one (1) day of sick leave for each month an employee is employed.

At the termination of the employment of any employee, all unused sick leave accumulated by the employee shall be terminated.

The immediate supervisor may require a physician's certificate stating the reason for absence of three (3) or more consecutive days

SICK LEAVE BANK

The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

To form a sick leave bank, a minimum of twenty (20) employees from the school system shall petition the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.⁷

At any time, the number of days in the sick leave bank is less than twenty (20), or one (1) per employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the employee.⁷

An employee who is a member of the sick leave bank may request an allotment of days (for the employee's personal illness or on account of an illness of his/her minor child) in the manner designated by the trustees. The need for these days must be verified by a statement from a doctor.

- 1 By written notice to the trustees, an employee may withdraw from bank participation on June 30 of any
- 2 year.⁸ Membership withdrawal results in forfeiture of all days contributed.
- 3 The sick leave bank shall be operated in accordance with state law.

Legal References

1. [TCA 49-5-710\(a\)\(1\)](#)
2. [TRR/MS 0520-01-02-.04\(2\)](#)
3. [TCA 49-5-710\(a\)\(5\)](#)
4. [TCA 49-5-811](#)
5. [TCA 49-5-803](#)
6. [TCA 49-5-804](#); [TCA 49-5-805](#)
7. [TCA 49-5-807](#)
8. [TCA 49-5-806](#)

Cross References

Long-Term Leaves of Absence 5.304
Family and Medical Leave 5.305
Physical Assault Leave 5.307

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: 02/24/25
		Rescinds: 6.204	Issued: 07/27/22

Students residing outside Rutherford County shall not be permitted to attend Rutherford County Schools with the following exceptions:¹

1. Children of district employees employed by the Board of Education shall be permitted to attend, subject to specific conditions;

~~2. Students seeking enrollment in the Rutherford County Virtual School;~~ Out of District students enrolled in the Rutherford County Virtual School during the 2024-2025 school year can complete the program but new students from out of district will not be permitted to attend RCVS after the 2024-2025 school year;

3. If the student and his/her custodial parent/legal guardian move out of the county during the school year, the student may be permitted to remain in the Rutherford County School where s/he is enrolled through the remainder of that academic year, if recommended by the principal and approved by the Director of Schools;

4. If a student and his/her custodial parent are moving into Rutherford County during a semester and they request to enroll in a Rutherford County School prior to moving into Rutherford County, the Director of Schools/designee may approve such early admission if proof is submitted (lease, contract, deed, etc.) that the family will be residing in Rutherford County during the semester. If the family has not moved into Rutherford County by the end of the semester, the Director of Schools may terminate the agreement and the student shall enroll in school in his/her county of residence.

The children of employees of the Board of Education, that reside outside of Rutherford County, may attend Rutherford County schools, subject to the following conditions:¹

1. Employee requests will be considered based on available space at the requested school/zone. The child must attend the school at which the parent is employed.

2. The child must attend the school at which the parent is employed. If the child's grade level is not offered at the school at which the parent is employed, then the child may attend another school within the same zone as the parent's school of employment.

3. A non-resident employee desiring to enroll his/her child(ren) in the Rutherford County School system shall follow the zone exemption application process.²

- 1 4. Non-resident children of employees at magnet schools will not be permitted to attend the magnet
2 school.
- 3
- 4 5. If an exemption is granted for the child or children of a classified employee, the employee must
5 reapply annually so their continued employment at the school/zone can be confirmed.
- 6
- 7 6. The child(ren) of out-of-county classified employees will be ineligible to participate in athletic
programs for one school year after the initial zone exemption is granted.

Legal References

1. [TCA 49-6-3003](#); [TCA 49-6-403\(f\)](#); [TCA 49-6-3113](#); [TCA 49-6-3103](#)
2. [TCA 49-6-3113](#); [TCA 49-6-3103](#)

Cross References

Revenues 2.400
Students from Military Families 6.506

Rutherford County Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Wellness	Descriptor Code: 6.411	Issued Date: 02/24/22
		Rescinds: 6.411	Issued: 01/05/21

The Board recognizes the value of proper nutrition, physical activity, and other health conscious practices and the impact that such practices have on student academic achievement, health, and well-being. In order to provide an environment conducive to overall student wellness, this policy shall be followed by all schools in the District.¹

COMMITMENT TO COORDINATED SCHOOL HEALTH

All schools shall implement the CDC's Coordinated School Health approach to managing new and existing wellness related programs and services in schools and the surrounding community based on State law and State Board of Education CSH standards and guidelines. The district's Coordinated School Health Coordinator shall be responsible for overseeing compliance with State Board of Education CSH standards and guidelines in the school district.

SCHOOL HEALTH ADVISORY COUNCIL^{2, 3}

A district school health advisory council shall be established to serve as a resource to school sites for implementing policies and programs and develop an active working relationship with the county health council. The council shall consist of individuals representing the school and community, including parents, students, teachers, school administrators, health professionals, school food service representatives, and members of the public. The primary responsibilities of the council include but are not limited to:

1. Developing, implementing, monitoring, reviewing and as necessary, making recommendations as to physical activity and nutrition policies;
2. Ensuring all schools within the district create and implement an action plan related to all School Health Index modules;
3. Ensuring that the results of the action plan are annually reported to the council; and
4. Ensuring that school level results include measures of progress on each indicator of the School Health Index.

The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used as guidance by the Council to make recommendations. The Board will consider recommendations of the Council in making policy changes or revisions.

Additionally, each school will have a Healthy School Team consisting of teachers, students, parents and administrators.² The Team will be required to hold Healthy School Team meetings ~~two (2)~~ **four (4)** times during the school year, **once in the Fall and once in the Spring**, to assess needs and oversee planning and implementation of school health efforts. The director of schools/designee will ensure

compliance with the school Wellness Policy, to include an assessment of the implementation of the Wellness Policy and the progress made in attaining the policy goals. The assessment will be made open to the public.

EVALUATION OF EFFECTIVENESS OF WELLNESS PROGRAM

The Board shall monitor the effectiveness of the wellness program within a wide-range of student constituency groups. Factors to be considered shall include but are not limited to:

1. Participation rates in school meal programs;
2. Nutrition satisfactory surveys;
3. Frequency and type of health problems which include medical issues, mental/emotional and behavioral health;
4. Teacher surveys of student's classroom behavior, attention span, and memory; and
5. Test scores.

COMMITMENT TO NUTRITION

All schools within the District shall participate in the USDA child nutrition programs, including the National School Lunch Program, the School Breakfast Program, the Summer Food Service Program, and the After School Snack Program.^{4,5,6} The coordinated school health coordinator shall be responsible for overseeing the school district's compliance with the State Board of Education Rules and Regulations for sale of food items in the school district and that this Wellness Policy is being fulfilled by all schools in the district.

Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be encouraged. All food including vending machines, fundraising items, and concessions must meet guidelines set forth by the Healthy, Hunger-free Kids Act, 2010, Smart Snacks in Schools.^{4,5,6} The school principal/designee shall be responsible for overseeing the school district's compliance with the State Board of Education Rules and Regulations for sale of food items in the school district.^{2,5,6}

DISTRICT GOALS

The District will promote healthy nutrition through various activities, including nutrition related newsletters, informational links on the district website, healthy eating posters and bulletin boards in dining areas, and informational booths at various community functions. Nutrition Education will be offered as part of a standards based program designed to provide students with the knowledge and skills needed to promote and protect their health as outlined in the State Board of Education Health Education and Lifetime Wellness Standards. Nutrition Education will discourage teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with a healthy breakfast.

COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION⁷

The Board recognizes that physical activity is extremely important to the overall health of a child. Schools shall support and promote physical activity.

1 Physical activity may be integrated into any areas of the school program. Physical Education classes
2 shall be offered with moderate to vigorous physical activity being an integral part of the class. Students
3 shall be encouraged by staff whenever possible to be physically active. All physical education classes
4 shall comply with the State Board of Education's Physical Education Standards.

5 Elementary school student shall receive a minimum of one hundred thirty (130) minutes of physical
6 activity per full school week. Middle and high school students shall receive a minimum of ninety (90)
7 minutes of physical activity per full school week.

8 Physical education and physical activity equipment on school grounds will meet accepted safety
9 standards for design, installation and maintenance in order to ensure the delivery of safe play areas,
10 facilities and equipment in all physical education classes.

11 In addition to the district's physical education program, non-structured physical activity periods shall
12 be offered as required by law, including but not limited to supervised structured recess to encourage
13 regular physical activity.

14 Teachers and other school and community personnel will not use physical activity (e.g., running laps,
15 pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as
16 punishment.

17 Schools shall continue to offer after school sports and activities.

18 **COMMITMENT TO CURRICULUM³**

19 All applicable courses of study should be based on State-approved curriculum standards.

20 **SCHOOL HEALTH INDEX³**

21 All schools within the district shall annually administer a baseline assessment on each of the
22 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
23 Council and reported to the State Department of Education.

24 **RECORD KEEPING COMPLIANCE**

25 The District's Coordinated School Health Coordinator shall ensure records demonstrating compliance
26 with community involvement requirements are maintained. The Coordinated School Health
27 Coordinator shall additionally document that the school wellness policy and triennial assessments are
28 made available to the public.⁸

Legal References

1. TCA 49-6-1022
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b
5. TRR/MS 0520-01-06
6. 7 CFR § 210; 7 CFR § 220
7. TCA 49-6-1021
8. 7 CFR § 210.31(f)

Cross References

Student Suicide Prevention 6.415

Rutherford County Board of Education

Monitoring: Review: Annually, in May	Descriptor Term: Foreign Exchange Students	Descriptor Code: 6.502	Issued Date: 07/27/22
		Rescinds: 6.502	Issued: 01/15/09

Any foreign student is eligible for acceptance into the foreign exchange student program, provided he/she is participating through any agency endorsed by the Council on Standards for International Educational Travel and is sponsored by an individual or organization and has a J-1 visa.¹

The exchange program representative must make written application on behalf of the student to the principal of the zoned school serving the host family. No foreign exchange student shall be brought into the United States by the sponsor unless he/she has a school acceptance form signed by the principal or school designee and the Director of Schools.

The school may accept the student after determining the following:

1. The student will have a sufficient command of the English language to enable them to participate in the general curriculum;
2. Appropriate curriculum offerings can be provided for the student;
3. An overcrowded situation will not be further aggravated; and
4. Application must be made by July 15 of the applicable school year.
5. If the student is applying to a school outside of the host family's zoned school, the student must apply for one of the choice seats and be selected through the lottery within the deadlines set by RCS annually.

Prior to enrolling a foreign student, the principal or designee shall require, in addition to a valid student visa, the following documentation be included in the exchange company student packet:

1. Citizenship;
2. Birthdate;
3. Health/immigration records;
4. Custody (including phone number, name and address of person responsible for the student);
5. School records, including a transcript of academics (in English);
6. The scores of an English Language Proficiency Test.

1 Admission requirements and all other considerations and expectations shall be the same for foreign
2 students as for United States students. Students will be accepted only in grades 9-12.

3 Students must have had acceptable academic achievement in their native countries and must have been
4 screened for maturity and ability to get the maximum benefit from an exchange program. Exchange
5 students must have an adequate command of the English language and be able to function without special
6 assistance in regular classes. The principal shall be responsible for assignment to the appropriate grade
7 level.

8 Each school shall name a faculty member as a student representative to serve as a liaison between the
9 school and exchange program agency and as an advisor to exchange students.

10 Exchange students shall not be eligible for free or reduced-price lunches, nor shall schools hold fund-
11 raising events to pay expenses incurred by exchange students. Further, exchange student are not eligible
12 for graduation.

Legal References

1. 22 CFR § 514.2

Cross References

School Admission 6.203

MEMORANDUM

DATE: May 29, 2025
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for making a threat of mass violence.

According to Policy 6.318, the Board may deny admissions of any student (except those in state custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny.

Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name *Eagleville*
2. Principal *Tim Rediso*
3. Project Name *Gaga Pit*
4. Assistant Principal who is overseeing the project *Lacy Tullman*
5. Does project support recreational sports, athletics or education? *Education*
6. Does this project meet all gender equity criteria? *yes*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
Elementary Playground
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. *\$497.50*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.
School funds
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name?
NA
Do construction plans meet criteria for funding? *yes*
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan
NA
12. Do you have a site layout showing where this project will be constructed on campus? *yes*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?
yes
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?
15. Are plans drawn and stamped by Architect/ Engineer?
NA

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *NA*

17. What is your time line for completion of project? When will it start and when will it be completed? *By August 25th*

18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services.

19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? *yes, Elevate Play Collective*



1784 W Northfield Blvd #313
Murfreesboro, TN 37129
615-956-3831
info@elevateplaycollective.com

info@elevateplaycollective.com

Eagleville School
500 Old Hwy 59
Eagleville, TN 37060

Project Location: Eagleville School

Quantity	Part Number	Description	Unit Price	Amount
1	GaGa26	26' GaGa Ball Pit w/ Steel Anchor Spikes	\$1,715.00	\$1,715.00
510	GEO-6100	Geotextile Weed Barrier Non-Woven Fabric, Pins and Non-Toxic, Organic Weed Killer	\$0.85	\$433.50
110	RBRMULCH-4	40lb Bag Rubber Mulch (100% Color) - 3" TotalDepth	\$12.15	\$1,336.50
1	Install	Installation of Gaga Ball Pit, Geotextile Fabric, Weed Killer and Rubber Mulch	\$950.00	\$950.00
			Subtotal:	\$4,435.00
			Freight:	\$1,062.50
			Sales Tax:	\$0.00
			Total:	\$5,497.50

PRICING: Due to volatile economic demand, pricing is valid for 45 days unless otherwise noted. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 45 days old.

PAYMENT TERMS: Final invoice is net 30 unless otherwise agreed upon. Checks should be made payable to Elevate Play Collective, LLC unless otherwise directed.

FINANCE CHARGE: A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.

TAXES: Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SHIPMENT: Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.

DELIVERY: It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 15 days of acceptance of delivery.

ORDERS: All orders shall be in writing by purchase order, signed quotation or similar documentation. A signed P.O. made out to Elevate Play Collective or this signed quotation is required for all orders unless otherwise noted.

PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.

RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Elevate Play Collective within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 30 days of receipt.

RETURNS: Returns are available for shipments delivered within the last 30 days. A restocking fee of 25% will be charged on any returned items. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. Elevate Play Collective reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.

ACCEPTANCE OF QUOTE:

As an authorized agent of Customer, I agree to the terms and conditions stated herein.

Name (Print): _____ Signature: _____

Telephone: _____ Email: _____

Date: _____ P.O. Number: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



Site Areas

- 1 Proposed Gaga Ball Pit Location
- 2 Existing Green Space
- 3 Existing Play Areas
- 4 Existing Pavilion

Scope Of Proposed Work

- Installation of existing gaga ball pit borders where shown
- Installation of geotextile fabric weed barrier
- Installation of 3" rubber mulch



Elevate Play Collective

1784 W Northfield Blvd #313
 Murfreesboro, TN 37129
info@elevateplaycollective.com

EPC

Project Name: Gaga Ball Pit Install/Surfacing
Design Name: GaGa Ball Location Reference
Location: Eagleville School
Drawing Name: Gaga Ball Pit Proposed Location

Important: Soft resilient surfacing should be placed in the use zones of all play equipment at depths that meet the critical fall heights set forth by the ASTM F1487 Standard and the U.S. Consumer Product Safety Commission

Project Number: 1025-54
Date: 05/28/2025
Revisions:
Drawn By: NSC

Rutherford County Schools

Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name - *Rockvale High School*
2. Principal - *Steve Luker*
3. Project Name - *JROTC OBSTACLE COURSE*
4. Assistant Principal who is overseeing the project - *JASON CRITCHFIELD*
5. Does project support recreational sports, athletics or education? - *JROTC*
6. Does this project meet all gender equity criteria? - *yes*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) - *JROTC*
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. *~\$5,000*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. *Built in two phases - first \$2,500 - donated, \$4,000.00*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name?
Do construction plans meet criteria for funding? *The labor to build the obstacles will be donated.*
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan *no*
12. Do you have a site layout showing where this project will be constructed on campus? *yes*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? *yes*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? *no*
15. Are plans drawn and stamped by Architect/ Engineer? *no*

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *No*
17. What is your time line for completion of project? When will it start and when will it be completed? *End of May - Start - August 1, 2025 completion*
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. *No cost to the Board.*
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work?
Col. Hadley

Rope Climb



12 Foot



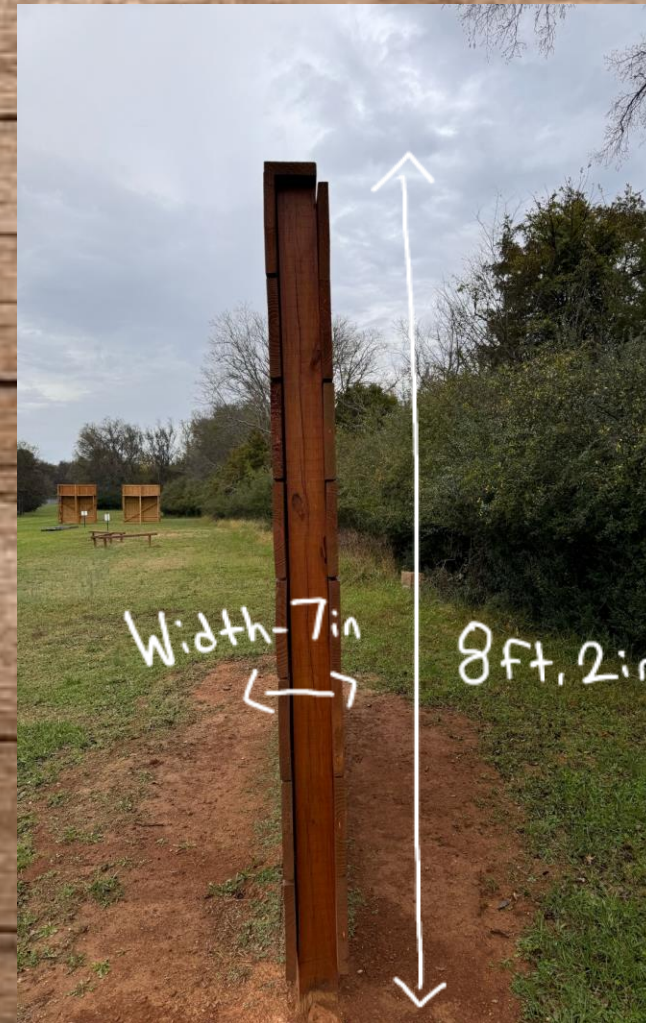
Hurdles x6



Balance Beam x3



8 Foot Wall x2



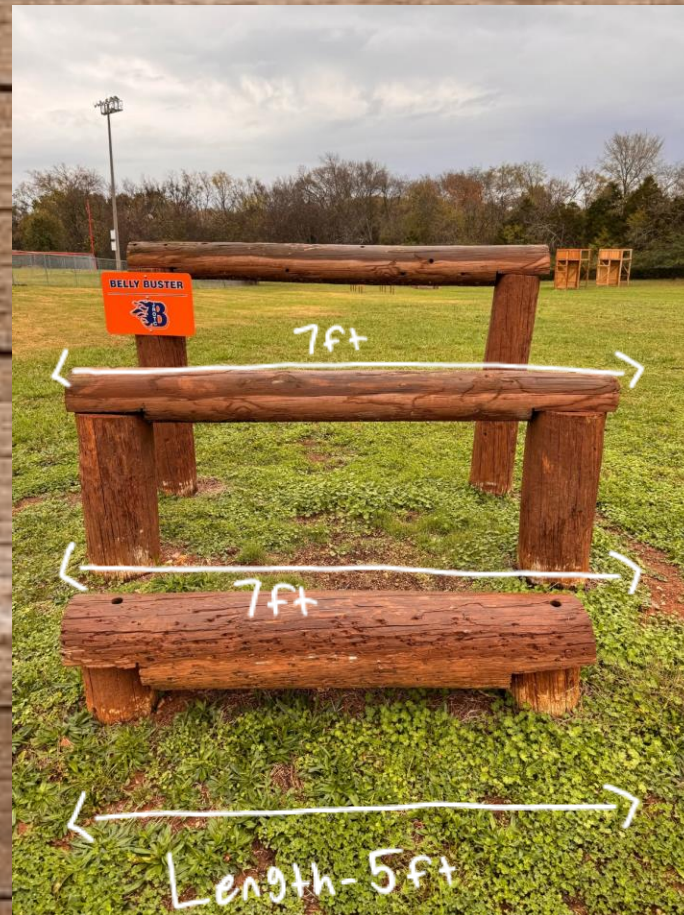
Monkey Bars



Low Crawl



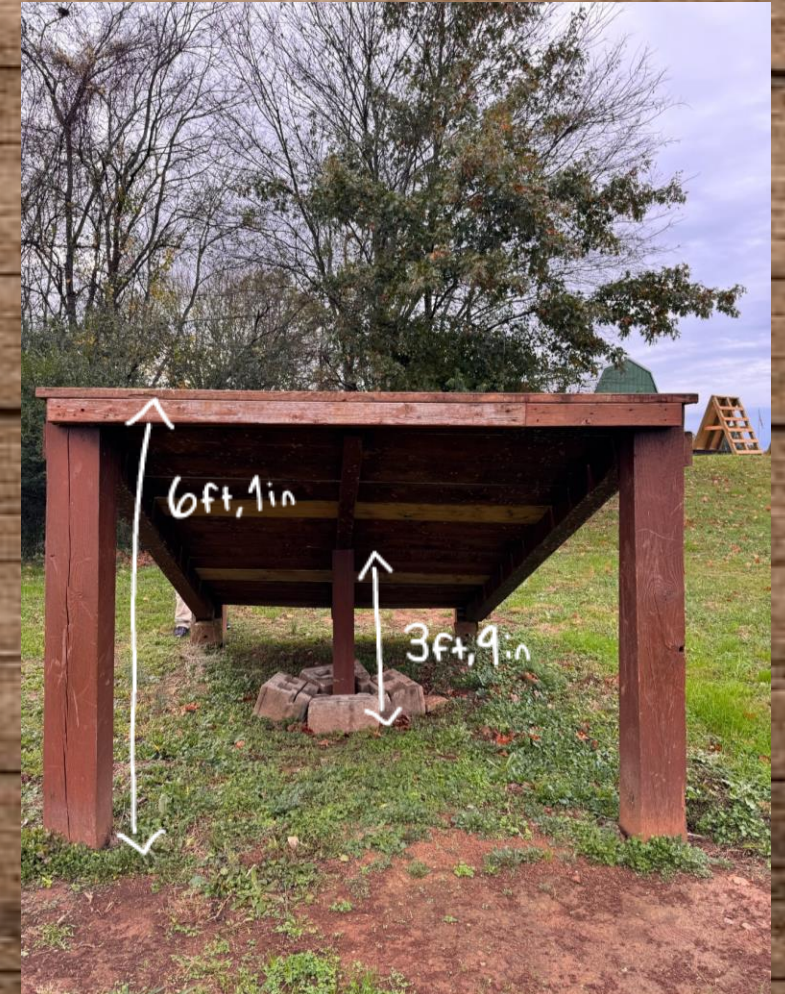
Belly Busters x2



Incline



Decline



Tires



