

**RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128**

**October 3, 2019
5:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

Recommend Approval---motion to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: September 18, 2019 Board Meeting**
- B. Community Use of Facilities**
- C. Out of County Transfers (1)**
- D. Routine Bids**

Request to Purchase:

The Engineering and Construction Department would like to install Delta Controls on all existing HVAC systems for Smyrna High in the amount of \$129,500.00 per Tennessee Code for Energy Efficiency #TCA 49-2-203. These are approved projects from Capital Project Funds.

The Engineering and Construction Department would like to install Delta Controls on all existing HVAC systems for LaVergne High in the amount of \$140,000.00 per Tennessee Code for Energy Efficiency #TCA 49-2-203. These are approved projects from Capital Projects Funds.

E. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Brad Cowan	NTE \$1,500.00	Oakland High School	School Funds-General Athletics	Athletic Director
Perry Lyons	NTE \$2,800.00	Riverdale High School	Riverdale Softball Boosters	Assistant Softball Coach
Tiffany Phillips	NTE \$3,000.00	Riverdale High School	School Funds-Football	Washing football uniforms
Katie Reiff (4)	NTE \$500.00	Riverdale High School	Riverdale Softball Boosters	Assistant Softball Coach (Amount approved will no be: NTE \$2,500)
Cody Burton	NTE \$1,000.00	Rockvale High School	School Funds-Volleyball	Keep Volleyball Books
Christopher Lowry	NTE \$2,700.00	Rockvale High School	School Funds-Band	Band Sectionals, Drill writing, Percussion book
Kyle Ramsay	NTE \$500.00	Oakland High School	School Funds-Band	Front ensemble sound technician
Preston Bailey	NTE \$10,000.00	Rockvale High School	School Funds-Band	Trumpet Lessons
Evan Clifton	NTE \$5,000.00	Siegel High School	Siegel Band Boosters	Private Lessons-Low Brass
Molly Waxman	NTE \$5,000.00	Siegel High School	Siegel Band Boosters	Private Lessons-Clarinet + Bass Clarinet
Matt Harris (2)	Hourly	Rockvale High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year – NTE \$5,000
Jesse Charles (2)	Hourly	Siegel High School	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year – NTE \$6,000

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept.

F. Non-Faculty Volunteer Coaches:

According to 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 coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Preston Bailey	Rockvale High School	Band
Evan Clifton	Siegel High School	Band
Kyle Ramsey	Oakland High School	Band
Molly Waxman	Siegel High School	Band
Chad Lane	Rockvale High School	Wrestling
Mattie Berhow	Stewarts Creek High School	Swimming
Michael Prevost	Riverdale High School	Basketball/Boys
Charles Mitchell	Stewarts Creek High School	Baseball
Bobby Smith	Siegel High School	Archery
Natalie Wolff	Buchanan Elementary	Archery
Robert Teahan	Buchanan Elementary	Archery
Shane Vaughn	LaVergne High School	Softball
Michael Parsons	LaVergne High School	Softball
Amy Caulkins	LaVergne High School	Swimming
Mike Salleem	Stewarts Creek Middle School	Basketball/Boys
Jamie Owens	Buchanan Elementary	Archery

Recommend Approval---motion to approve the consent agenda items as presented.

- 6. VISITORS**
- 7. REPORT ON SUBSTITUTES (For Information Only)**
- 8. GRANT FOR VOLUNTARY PRE-K PROGRAM (TAB 2)**

The VPK (Voluntary Pre-K) Grant is used to partially fund our 15 Voluntary Pre-K Programs that are housed in 12 of our elementary schools. 9 of the 12 schools are in the Smyrna/LaVergne area of Rutherford County, our area of highest need. All classrooms are at capacity (20 students per class) with more than 90% of the students and families served qualifying based on household incomes at or below poverty level. The program is designed to reach Rutherford County's at-risk early learners. The funding from this grant is used to fund Pre-K staffing needs along with the typical supplies and curriculum materials needed for best practice in our Pre-K classrooms. Additionally, we have purchased ESGI, an online assessment tool that will be used to monitor progress and growth across the classrooms. Teachers will be able to compare data and communicate areas of concern, or strengths in each of their classrooms, based on this data.

Recommended Approval---motion to approve the acceptance of the Voluntary Pre-K Grant totaling \$1,340,161.59

9. ESL EXTENDED CONTRACT (TAB 3)

The ESL Department will be conducting an after-school extended day program at Smyrna High School, funded completely by Title III funds. These funds will provide 2 teacher extended contracts. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45-6:15. Each teacher will receive \$22.00 per hour for their services.

Recommended Approval---motion to approve a Rutherford County Schools Title III funded contract with Emily Reeves and Lia Beachboard for the extended day program to be held at Smyrna High School.

10. WELNET SERVICE AGREEMENT (TAB 4)

This agreement is part of the CDC Healthy Students grant obtained by Coordinated School Health. It will provide physical education software to all district PE and Wellness teachers.

Recommended Approval---motion to approve the WELNET software agreement as presented.

11. RENEWAL OF STELLAR THERAPY SERVICES FOR MEDICAID REIMBURSEMENT CONTRACT (TAB 5)

The contract allows us to recoup some of the money we spend providing nursing services to students receiving Medicaid. It was originally approved by the Board at the 4/19/18 Board Meeting. As seen in the attached End of Year Report for the 18-19 school year, \$11,241.55 was reimbursed to RCS for Nursing Services. We hope to increase that amount several times this year as we have become familiar with the process.

Recommended Approval---motion to approve the renewal of the Stellar Therapy Services for Medicaid Reimbursement Contract as presented.

12. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, 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 based upon the details of the specific request.

Recommended Approval--motion to approve the following groups requesting fee waivers for the use of facilities to Policy 3.206:

Central Magnet Girls Basketball Team Partnering with MTCS Girls Basketball	County Girls Basketball Scrimmage Day (CMS)
FitKids America	Enrichment/After-School sports Activities (MF)
Girl Scouts	Meetings (TF, WES)
Mid TN Boy Scouts of America	Cub Scout meetings (Barfield, Lascassas)
Mid TN Vocal Association	Mid-State & All-State Chorus Auditions (SgHS)
Murfreesboro Baseball Association	Team Practices (Barfield)
*Refuge Outreach Center	Prayer over the School (SmMS)
Smyrna HS Band Boosters	Band Bazaar (SmHS)
TSSAA	Umpire Camp (SgMS, SgHS)

***Per Sara Page, custodial fees only**

Note: Facility use for 10/3/19 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.

13. FACILITIES (TAB 6)

Rocky Fork Middle/Elementary

The plat for the Rocky Fork Schools Campus was recorded in June of 2018. However, the land was not deeded at that time. The legal descriptions have been submitted to Jeff Reed's office and he has prepared a quick claim deed to transfer the property to the town of Smyrna. The attached color drawing shows the land being deeded. The roadways in pink is a normal transfer. The land in blue is small slivers of land that are unusable by RCS and will just be something to maintain. It was agreed by Former County Mayor Burgess, and former Town Manager Harry Gill to transfer the property to the city. The City has agreements with adjacent land owners on Rocky Fork Road for additional land donations for the purpose of building a Fire Hall.

Recommended Approval---motion to approve the land transfer of roadways and excess land from the Rocky Fork School Campus to the Town of Smyrna.

14. FINANCIAL MATTERS (TAB 7)

1. RIVERDALE HIGH SCHOOL BASEBALL FIELD SURFACING PROJECT

Riverdale High School Baseball Boosters wants to replace its grass baseball field with turf. This project will be funded 100% through the Riverdale High School Baseball Booster Club with no county funds utilized.

- a) The project will be funded with an unsecured loan from First Bank that will be issued to the Baseball Booster Club, as well as funds on hand that the booster club has raised from contributions to date.**
- b) The loan will be paid for entirely by future booster club fundraisers and pledges of local businesses and individuals that have been secured by the booster club. The booster club will maintain a debt sinking fund at First Bank to service the future payments of the loan.**
- c) Once the project for the turf is approved by the School Board, the School Board's Purchasing Department will release a formal bid request for the project based on the specifications as outlined in the written request of the booster club. The sealed bids will be opened at Central Office a week later. It is stressed that this is the Booster Club's bid and that the school purchasing department is only facilitating the bid process as the turf project becomes a donated school asset at the end of the construction. Bid to be awarded to the lowest and best proposal that meets bid specifications.**
- d) Included in this packet is the booster club detailed turf project proposal along with supporting documentation covering pledges received for project loan payments, booster club financials, proposed financing of project, minutes of booster club approving the turf project, and a detailed takeoff quote of the project that will be utilized to build the project bid specifications from.**
- e) Riverdale Baseball Boosters will have all responsibility for future field replacement, maintenance and repair.**

Recommended Approval---motion to approve the Riverdale Baseball Booster Club Turf Project as presented and authorize the School Board's Purchasing Department to work with the Booster Club to prepare and release a formal request for proposal for the turf project and allow the booster club to accept the lowest and best bid from the sealed bid process.

2. RIVERDALE HIGH SCHOOL SOFTBALL FIELD SURFACING PROJECT

Riverdale High School Softball Boosters wants to replace its grass softball field with turf. This project will be funded 100% through the Riverdale High School Softball Booster Club with no county funds utilized.

- a) The project will be funded with an unsecured loan from First Bank that will be issued to the Softball Booster Club, as well as funds on hand that the booster club has raised from contributions to date.**
- b) The loan will be paid for entirely by future booster club fundraisers and pledges of local businesses and individuals that have been secured by the booster club. The booster club will maintain a debt sinking fund at First Bank to service the future payments of the loan.**
- c) Once the project for the turf is approved by the School Board, the School Board's Purchasing Department will release a formal bid request for the project based on the specifications as outlined in the written request of the booster club. The sealed bids will be opened at the Central Office a week later. It is stressed that this is the Booster Club's bid and that the school purchasing department is only facilitating the bid process as the turf project becomes a donated school asset at the end of the construction. Bid to be awarded to the lowest and best proposal that meets bid specifications.**
- d) Included in this packet is the booster club detailed turf project proposal along with supporting documentation covering pledges received for project loan payments, booster club financials, proposed financing of project, minutes of booster club approving the turf project, and a detailed takeoff quote of the project that will be utilized to build the project bid specifications from.**
- e) Riverdale Softball Boosters will have all responsibility for future field replacement, maintenance, and repair.**

Recommended Approval---motion to approve the Riverdale Softball Booster Club Turf Project as presented and authorize the School Board's Purchasing Department to work with the Booster Club to prepare and release a formal request for proposal for the turf project and allow the booster club to accept the lowest and best bid from the sealed bid process.

2019/20 GENERAL PURPOSE SCHOOL AMENDMENTS-FUND 141

1. Safe School Grant

The State Department of Education has approved the FY 19-20 Safe Schools Grant Application that was approved by the Rutherford County School board and submitted by the school system. This funding is for both payroll and non-payroll

related grant activities with the goal of enhancing safety in all Rutherford County Public School Facilities.

Recommended Approval---motion to approve the budget for the FY 2019-2020 Safe Schools Grant that was approved by the Rutherford County School Board and the State Department of Education.

2. Richard Siegel Foundation Donations

The Richard Siegel Foundation has graciously provided the Rutherford County School System with two donations totaling \$16,000 to fund walking track capital expenditures at Rocky Fork Elementary School, as well as funding for a GoNoodle Online Activity Subscription for student health programs.

Recommended Approval---motion to approve to budget for the donations from the Richard Siegel Foundation and the non-recurring expenditures related to these restricted donations

JOINT RESOLUTION OF SUPPORT OF THE TENNESSEE LOCAL EDUCATION INVESTMENT ACT

A joint resolution of support that will be voted on by both the Rutherford County School Board and County Commission requesting the Governor and our county's State Delegation to fund and pass into law the Tennessee Local Education Capital Investment Act. This proposed legislation, once passed in law, will assist Rutherford County with funding much needed capital improvements throughout the County School System.

Recommended Approval---motion to approve the joint resolution of support for the Tennessee Local Education Capital Investment Act.

- 15. INSURANCE UPDATE**
- 16. DIRECTOR'S UPDATE**
- 17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**
- 18. FEDERAL RELATIONS NETWORK (FRN) UPDATE**
- 19. GENERAL DISCUSSION**
- John Colemon Annex**
- 20. ADJOURNMENT**

**RUTHERFORD COUNTY SCHOOL SYSTEM
Board of Education Meeting
2240 Southpark Drive
Murfreesboro, TN 37128**

Minutes of September 18, 2019

Board Members Present

Jim Estes, Board Chairman

Coy Young, Vice-Chairman

Terry Hodge

Tiffany Johnson

Jeff Jordan

Lisa Moore

Tammy Sharp

Bill C. Spurlock, Director of Schools

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. APPROVAL OF AGENDA

Motion made by Mr. Young, seconded by Mr. Jordan, to approve the agenda as presented.

Vote: All Yes

4. APPROVAL OF CONSENT AGENDA

A. Minutes: September 5, 2019 Board Meeting

B. Community Use of Facilities

C. Title I Contracts

- **Smyrna Middle School and Mindsteps, Inc.**

D. Out of County Transfers (3)

E. Routine Bids

Bid #3432 – Chicago, IL Choir Trip (Oakland High)

Bid #3434 – Flight Stimulator (Siegel High)

Bid #3435 – Precision Measurement Certification Kit

Bid #3436 – Auditorium Seats (Smyrna High)

Bid #3438 – Grease Trap Interceptor and Sewer Lines (Buchanan Elem.)

F. School Salary Supplements and Contract Payments:

Name	Amount	School	Funded By	Description
Danielle Clark	NTE \$1,000.00	Rock Springs Elementary	Universal Sports League	Facility Supervisor for Basketball
Emanuel Chestnutt	NTE \$1,000.00	Rock Springs Middle	School Funds-Girls Basketball	Assistant Girls Basketball Coach
Thomas Arden White Jr.	NTE \$4,000.00	Rockvale High	School Funds-Football	Mowing/Field Maintenance
Charles Allen Bush (6)	NTE \$1,500.00	Siegel High	School Funds-Variou s	Bus Driver
Scott Cochran	NTE \$500.00	Siegel High	School Funds-Football	Ticket Sales Manager
Philip Gregory	NTE \$5,000.00	Siegel High	School Funds-Choir	Sound Technician/DJ
Victoria Atwood (6)	NTE \$3,000.00	Stewarts Creek High	School Funds-Variou s	Bus Driver
Benjamin Bowers	NTE \$2,267.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/Summer Field Maintenance
Thomas Chestnut	NTE \$5,000.00	Stewarts Creek High	SCHS Band Booster + Music Boosters	Tuba + Euphonium Sectionals
Morgan Evan (6)	NTE \$5,000.00	Stewarts Creek High	School Funds-Variou s	Bus Driver
Stephen Hammond	NTE \$1,134.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/summer Field Maintenance
Andrew Schmeltzer	NTE \$2,267.00	Stewarts Creek High	School Funds-Baseball	Assistant Baseball Coach/Summer Camp/Summer Field Maintenance
Kelley Evett	NTE \$800.00	Thurman Francis	School Funds-Soccer	Soccer Field Maintenance at Smyrna Middle School Fall 2019 + Spring 2020

Scotty Garrison (6)	NTE \$1,500.00	Blackman High	School Funds-Wrestling	Bus Driver
Jovan Quallo	NTE \$6,000.00	Blackman High	BHS Band Boosters	Private Lessons
Joshua Scalf	\$25/Lesson	Blackman Middle	School Funds-Band	Private + Group Instruction on low brass
Andres Irrarrazabal	NTE \$3,000.00	Riverdale High	School Funds-Boys Basketball	Assistant Boys Basketball Coach
Autumn Stewart	\$20/practice session	Rock Springs Middle	School Funds-Swimming	Lifeguard
Jonathan Garner	NTE \$1,000.00	Siegel High	Siegel Football Boosters	Assistant Football Coach
Jacob Marlow	NTE \$5,000.00	Siegel High	Siegel High Band Boosters	Private Lessons
John Sharp	NTE \$500.00	Siegel High	Siegel Football Boosters	Assistant Football Coach
Autumn Gates	NTE \$2,800.00	Siegel Middle	School Funds-Dance	Choreographer/Dance Assistant
Kyle Mooney	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Kyle Tilghman	NTE \$2,000.00	Smyrna High	School Funds-Baseball	Assistant Baseball Coach
Jennifer Dunlap	NTE \$3,000.00	Stewarts Creek High	School Funds-General Athletics	Concession Manager
Bethany Cardenas	\$20/Lesson	Stewarts Creek Middle	SCM Music Boosters	Voice Lessons
John Meler	\$20/Lesson	Stewarts Creek Middle	SCM Music Boosters	Voice Lessons
Juliet Oncale (2)	Hourly	Blackman High	School Funds-General	Friday School Administrator
Corbin Foster (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Hayden Iwanciw (2)	Hourly	Cedar Grove Elementary	Clubs, Athletics +	Additional Custodial work for the 2019/2020 school year

			Outside Groups	
Zephanie Dykes (2)	Hourly	Riverdale High	School Funds-Dance	Choreography for Dance Team-Not to exceed \$3,000 during school year
Lynn Dunlap (2)	Hourly	Stewarts Creek High	Clubs, Athletics + Outside Groups	Additional Custodial work for the 2019/2020 school year
Kerry Malone (2)	Hourly	Stewarts Creek High	School Funds-Football + Basketball	Football + Basketball Announcer

1. Unless listed as an hourly rate
2. Approved previously for an amount \$500 or greater
3. Not less than regular hourly rate – or overtime rate if working over 40 hours during the week
4. Anticipate amounts over \$500 this school year
5. Amend prior approval
6. Less than \$500 but part of event total
7. Pending approval by Transportation Dept

G. Non-Faculty Volunteer Coaches:

According to 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 coaches are for the 2019-2020 school year:

<u>Name</u>	<u>School</u>	<u>Sport</u>
Bethany Cardenas	Stewarts Creek Middle School	Choir
Jacob Marlow	Siegel High School	Band
Derek Meler	Stewarts Creek Middle School	Choir
Jovan Quallo	Blackman High School	Band
Joshua Scalf	Blackman Middle School	Band
Boyd Harvill	Central Magnet	Trap
Lisa Warley	Buchanan Elementary	Archery
Jerrod Clay	Buchanan Elementary	Archery
Lawrence Segree	Thurman Francis	Basketball/Boys
Joanne Parker	Thurman Francis	Swimming
Dustin Cox	Thurman Francis	Baseball
Craig Watkins	Riverdale High School	Halftimers
Mary Watkins	Riverdale High School	Halftimers
Alexis (Shelby) Parker	Oakland High School	Soccer
Chris Ellis	Eagleville	Basketball/Boys
Zachary Newman	Central Magnet	Baseball
Elizabeth Gibson	Buchanan Elementary	Archery

**Phillip Pinion
Byron Smith
Brittany Marks**

**Eagleville Middle School
Blackman High School
Oakland High School**

**Basketball/Girls
Wrestling
Cheerleading**

Motion made by Mr. Jordan, seconded by Mrs. Moore, to approve the consent agenda items as presented.

Vote: All Yes

- 5. VISITORS – No visitors.**
- 6. RECOGNITIONS**

The Director introduced the following National Merit Semifinalists.

Central Magnet School

**Aiden Brown
Allan Burlison
Nathaniel Cardel
Skye DuPree
Isabella Goodnight
Elise Jones
Anderson King
Jacob Klassen
Rachel Qualls
Isabella Reish
Yeongseo Son
Kendall Sprague
Joshua Stuecke
Faith Viers**

Oakland High School

**Hannah Summey
Cooper Wylie**

Blackman High School

Jeffery Wilson

- 7. SCHOOL SAFETY**

The TN Safe Schools funding for RCS this year is \$889,760.00. Per State Law, the School Board must approve the budget. David Crim submits the Budget for allocation of these attached. Mr. Crim, along with Engineering and Construction have worked together on this budget and request approval.

Motion made by Mr. Hodge, seconded by Mr. Jordan, to approve the 2019-2020 Safe Schools Budgeted expenditures as presented.

Vote: All Yes

8. DAVID YOUREE PTO

David Youree Elementary School has an approved PTO. Due to rezoning, the leading parents of the PTO were rezoned to Rocky Fork Elementary School. As a result, the bank account and other information migrated to Rocky Fork Elementary as well. New parents from David Youree Elementary School have stepped in and updated the Secretary of State Filing, opened a new bank account, and taken over operation of the PTO. In light of the changes, DYE PTO is seeking to renew the approval from the Board to allow its continued operation.

Motion made by Ms. Sharp, seconded by Mrs. Johnson, to approve David Youree Elementary PTO as the Board Recognized PTO for David Youree Elementary School.

Vote: All Yes

**9. RECLASSIFICATION OF RTI COACH TO INSTRUCTION COACH
(For Information Only)**

The Director informed the Board that the RTI Coach has been reclassified as an Instruction Coach. No action needed.

10. FACILITIES USE APPROVED FOR EXEMPTION

Pursuant to Board Policy 3.206 public education schools and institutions, post-secondary education institutions, private universities and colleges, 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 based upon the details of the specific request.

Motion made by Mr. Jordan, seconded by Mrs. Moore, to approve the following groups requesting fee waivers for the use of facilities to Policy 3.206:

Vote: All Yes

- | | |
|--------------------------|---------------------------------------|
| *Cub Scouts | Meetings (WHE) |
| *Fit Kids America | Afterschool Program (Barfield) |
| *Girl Scouts | Meetings (RvE, RFM, SCE) |

***OMS Junior Theater Festival Group
& Center Stage Academy**

Talent Show (OMS)

***Ruth. Co. Sheriff's Office TWRA & RCS**

SRO DRIVE program (LE)

***Walter Hill PTO**

Holiday Market (WHE)

***no fee in lieu of in-kind contribution outlined in a MOU, subject to approval of policy revisions and MOU provisions; fee will be assessed retroactively if policy denied**

Note: Facility use for 9/18/19 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.

11. POLICY COMMITTEE RECOMMENDATIONS

The Policy Committee met on August 8, 2019. The following list of policy changes have been recommended for adoption by the Board, and such adoption shall require two readings by the Board. A change to Policy 3.206, Community Use of Facilities was discussed at the Policy Meeting, but in light of additional legal research, that version of the Policy has been taken off notice.

1. Policy 1.101: Role of the Board of Education

Policy 1.101 is amended with a full rewrite to reflect the TSBA's suggested language. The TSBA noted frequent questioning from Boards and the community regarding the Board's legal authority. This rewrite specifically clarifies the legal authority the Board possesses rather than listing generalized powers.

2. Policy 1.406: Minutes

Policy 1.406 has been updated to add a reference to Public Acts of 2019, Chapter No. 248, which clarified that minutes may be posted online.

3. Policy 1.803: Tobacco and Vape-Free Schools

Policy 1.803 is amended to clarify that school employees and members of the public cannot smoke or vape on school grounds under Tennessee Law.

4. Policy 1.804: Alcohol and Drugs in the Workplace

Policy 1.804 is updated to reflect the TSBA's proposed policy. This adds definitions of "workplace", "illegal drugs", "unauthorized drugs", and "alcohol". It also clarifies the authority the Director of Schools has in determining discipline for employees that violate the policy.

5. Policy 2.403: Surplus Property Sales

Policy 2.403 is updated to reflect a law change raising the threshold for items that may be declared surplus property from \$250 to \$500, and removing the requirement the property be sold in ninety days.

6. Policy 2.805: Purchasing

Policy 2.805 is updated to reflect the use of a designee for purchasing, add guidance on online purchasing, and update terminology.

7. Policy 2.8051: Credit Cards/Credit Lines

Policy 2.8051 is proposed as a full replacement for the previously-existing policy. The previous edition has not been updated since 2012. The new proposed language is the TSBA model language. The previous guidance has been moved to a proposed procedure where details about internal operation are more appropriate.

8. Policy 3.202: Emergency Preparedness Plan

Policy 3.202 is updated to reflect a law change that clarified that all schools must have an AED. The requirement to produce written copies of emergency procedure to all staff, students, and parents is removed because it is not required, and the procedures can be made available online. Language requiring principals regularly check fire extinguishers was moved under the correct section header. Language directing procedures be created related to AED and CPR training has been added to mirror TSBA policy suggestions.

9. Policy 4.602: Grade Point Average (GPA) and Class Rank (9-12)

Policy 4.602 is updated to add back the method in which students from the graduating classes of 2020 to 2022 can earn valedictorian/salutatorian designations. This is the same method previously applicable to all classes. The graduating class of 2023 will need to meet the new method adopted by the Board in June 2019. The change is proposed to eliminate confusion on which standard applies.

10. Policy 4.605: Graduation Requirements

Policy 4.605 is updated to reflect the new law that requires all students pass the US civics test prior to graduation. The Special Education section has been updated to structure the requirements clearly, and added information about the Alternate Academic Diploma. Specific testing benchmarks are removed from the Early Graduation section. Duplicative language is deleted, and small organizational changes have been made.

11. Policy 4.700: Testing Programs

Policy 4.700 is updated to include TNReady and EOC grade percentages for the 2019-2020 school year and beyond. Interest Inventory and Career Assessment guidance is added in light of a recent law change. Small language changes and headers are added to align the policy to the TSBA model policy and to add clarity.

12. Policy 5.200: Separation Practices for Tenured Teachers

Policy 5.200 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.

13. Policy 5.201: Separation Practices for Non-Tenured Teachers

Policy 5.201 is amended by adding a third ground to when it is permissible to break a contract, and updating the requirement to report breaches from the Commissioner of the Department of Education to the State Board of Education based on a new law.

14. Policy 5.302: Sick Leave

Policy 5.302 is amended to reflect the changes agreed upon in the memorandum of Understanding formed by the collaborative conferencing process. Bereavement leave is increased from two to three days, and the familial relationships are expanded to include step family and foster children. One day may be taken for deaths of cousins, aunts, uncles, nieces, or nephews, and additional days may be taken as sick days with principal permission.

15. Policy 5.303: Personal and Professional Leave

Policy 5.303 is amended to reflect the changes agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. A process for allowing personal days to accrue based on a certified employee's years of service is added.

16. Policy 6.2011 Voluntary Pre-K Attendance

Policy 6.2011 is updated to reflect contact information for the new District Voluntary Pre-K Contact.

17. Policy 6.308: Bus Safety and Conduct

Policy 6.308 is updated to reflect a change in the law requiring adoption of a policy establishing a retention period for, and mechanism for parents/guardians to view, bus videos.

18. Policy 3.218: Service Animals in District Facilities

Policy 3.218 add procedures for service animals on school properties. The policy is directly in line with the regulations of the Americans with Disabilities Act, and it is verbatim the model policy of the TSBA.

19. Policy 4.206: Homebound Instruction

Policy 4.206 sets out the basic requirements for homebound instruction. RCS already offers homebound services, but it has not formally adopted a policy. This is the TSBA's model policy.

20. Policy 5.308: Sabbatical Leave

Policy 5.308 is created to reflect a proposal agreed upon in the Memorandum of Understanding formed by the collaborative conferencing process. This policy creates an opportunity for employees to take up to one year of sabbatical leave for full-time educational purposes.

21. Policy 6.506: Students from Military Families

Policy 6.506 is a newly-proposed policy from the TSBA. The policy creates one central location for provisions that apply to students from military families. The attendance policy is restated from Policy 6.200 Attendance, and language related to a new law requiring enrollment of students being relocated through the military to the district.

Motion made by Mrs. Moore, seconded by Mr. Young, to approve the above listed policies as recommended by the Policy Committee on second reading.

Vote: All Yes

SECOND ITEM

Policy Change Proposal: Policy 3.206 Community Use of Facilities

In order to ensure equal access to facilities by non-profit organizations in the Rutherford County Community, the attached amendment to Policy 3.206 is recommended to this Board for adoption on first reading. This language allows 501(3)(c) organizations to request to pay for use of facilities through in-kind services equal to or greater than the value of the fee that would have otherwise been imposed. The organization must obtain approval from the Director of Schools and enter into a written memorandum of Agreement to memorialize the proposed in-kind service.

Motion made by Mr. Young, seconded by Mr. Hodge, to approve the amendment to Policy 3.206 as recommended by the Director of Schools on second reading.

Vote: All Yes

12. INSURANCE UPDATE – The next Insurance meeting will be September 26.

13. DIRECTOR’S UPDATE

The Director provided a map showing the proposed rezoning of students from Wilson Elementary to Walter Hill Elementary and advised there will be rezoning meetings for the public.

14. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE – No report.

15. FEDERAL RELATIONS NETWORK (FRN) UPDATE – No report.

16. GENERAL DISCUSSION

Mr. Estes, Board Chairman, announced that all the committees appointed for 2018-2019 will remain the same for 2019-2020 except the Federal Relations Network representative will be Tammy Sharp.

There being no further business, the meeting adjourned at approximately 5:30 P.M.

Jim Estes, Board Chairman

Date

Bill C. Spurlock, Director of Schools

Date

FACILITIES USE

October 3, 2019

CONSENT AGENDA

Blackman High	Special Kids/River Oaks Church, egg hunt for special needs children, 4/4/20 9am-12pm, football field (gyms if inclement weather), \$300
Blackman Middle	Above the Rim Gym, AAU skills assessment and development, 10/13/19 8am-3pm, both gyms, \$252.00
Central Magnet	Cedar Grove Church, youth ministry classes, 10/6/19 8am-2pm, 6 classrooms, \$90
LaVergne Middle	Miss Music Row/Miss Nashville, scholarship competition, 11/9/19 10am-8pm, 3 classrooms and auditorium, \$330
Oakland Middle	St. Karas Coptic Orthodox Church, prayer and Sunday school services, 11/3/19-11/3/20 Saturdays 8am-1pm, cafeteria, \$90/wk
Rocky Fork Middle	11u Wildcats Baseball, off-season conditioning, 11/10/19-3/3/20 Sundays 2-3pm, gym, \$18/hr
Rocky Fork Middle	Smyrna Junior Basketball League, 2019-2020 season, 11/30/19-2/29/20 games on Saturday and practices through the week 11-7pm, gym, \$18/hr estimated \$1728

Note: Facility use for 10/3/19 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.**

MEMORANDUM

DATE: September 24, 2019
TO: Bill C. Spurlock
FROM: Sara R. Page
RE: Transfer Student Under Discipline

The Board has been requested to admit a transfer student under discipline from another school system. The student was previously remanded in Shelby County.

The student was undergoing discipline for fighting.

According to Policy 6.318, the Board must approve all admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in Smyrna West due to ATLAS status.

Grant for Voluntary PreK Program

- The VPK (Voluntary Pre-K) Grant is used to partially fund our 15 Voluntary PreK programs that are housed in 12 of our elementary schools. 9 of the 12 schools are in the Smyrna/Laverne area of Rutherford County, our area of highest need. All classrooms are at capacity (20 students per class) with more than 90% of the students and families served qualifying based on household incomes at or below poverty level. The program is designed to reach Rutherford County's at-risk early learners. The funding from this grant is used to fund or Pre-k staffing needs along with the typical supplies and curriculum materials needed for best practice in our PreK classrooms. Additionally, we have purchased ESGI, an online assessment tool that will be used to monitor progress and growth across the classrooms. Teachers will be able to compare data and communicate areas of concern, or strengths in each of their classrooms, based on this data.

Motion: To approve the acceptance of the Voluntary PreK Grant totaling \$1,340,161.59

TO: Linda Prichard
FROM: Darlene Estes-Del Re, executive director of the office of early learning
DATE: May 17, 2019
SUBJECT: **District VPK award dollars**

This memo is to update you on the Voluntary Pre-K (VPK) application process and advise you of your VPK award for the 2019-20 school year.

T.C.A. § 49-6-105 requires VPK funding to be awarded through a competitive grant process. VPK funds are intended to support our neediest families and students, and the competitive grant process helps ensure that we are providing consistently high-quality VPK programs across the state and increasing opportunities for students from low-income families to benefit from VPK programming.

For the 2019-20 school year, Rutherford County will be awarded 15 classrooms with funding in the amount of \$1,340,161.59.

Please do not hesitate to contact me with any questions or concerns at Darlene.DelRe@tn.gov.



Rutherford County Board of Education

To: Joyce Michaels
From: Nona Hall
Subject: Board Agenda
Date: September 5, 2019

EXTENDED CONTRACT Emily Reeves and Lia Beachboard – The ESL Department will be conducting an after-school extended day program at Smyrna High School, funded completely by Title III funds. These funds will provide 2 teacher extended contracts. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45 – 6:15. Each teacher will receive \$22.00 per hour for their services.

Recommend Approval --- motion to approve a Rutherford County Schools Title III funded contract with Emily Reeves and Lia Beachboard for the extended day program to be held at Smyrna High School.

Proposal for Continuing the Extended School Day Program at Smyrna High School for ESL Students

Background:

Over the past decade, the ESL population has grown dramatically at Smyrna High School. In particular, a large number of refugee families have chosen to settle in the North Rutherford area. Because these families are fleeing violence in their home country, their children's education in their native language is likely to have been interrupted. Additionally, many families are moving from countries where public secondary education is not provided.

As a result, students above the age of 16 frequently enroll without transfer credits from their home country. Without these credits, these students are placed into the ninth grade, which means that 17 year old freshmen will graduate at the age of 21 (if they do not drop out first). Given the economic challenges that the families of such students face, there is often great pressure placed on these students to drop out and work instead.

The ESL department at Smyrna High School has observed a rapid increase in the number of students who are being forced to drop out of school for economic reasons despite their desire to graduate. Given the ongoing demographic changes in North Rutherford, this is a trend that is only going to worsen and our graduation numbers are going to suffer as a result.

Proposal Overview:

We are proposing to develop an extended day program offered for ESL students at Smyrna High School. This program would be open to ESL students throughout the county, and such a program would likely be of significant benefit for LaVergne High in addition to SHS.

While other accelerated programs are available in Rutherford County, it is difficult for ESL students to access these programs. Online classes do not offer tuition waivers, and many of our students do not have internet access at home. The majority of our students do not own vehicles, and thus cannot travel to summer school or night school at Holloway High. Furthermore, the students we are targeting in this proposal will only have a maximum of three years experience learning English, and it is unlikely than many could pass online, night, or summer classes without ESL accommodations and teachers experienced with ESL students.

Our proposal would be free of cost to eligible students since funding would come from Title III funds. Students, at least at SHS, would not need to travel to Murfreesboro for classes. Most importantly, the teachers providing instruction are ESL teachers who already teach the same courses that we are proposing be offered in the extended school-day program. With such a system in place, we could schedule students enrolling as zero-English in ninth grade so that they would have the option to attend this program as juniors and graduate a year early if desired.

Detailed Overview:

We are proposing that our program offer English 4 in the fall and Bridge Math in the spring. Ms. Emily Davis will teach English 4, and Ms. Lia Beachboard will teach Bridge Math. Both teachers are currently scheduled to teach these same classes during the regular school schedule for the 2019-2020 academic year, and as such, the burden of planning for night school will be greatly reduced. Both classes will be taught in the regular teacher's classrooms, and Dr. Southerland has approved our use of these facilities.

We are proposing to follow the same pay schedule as Holloway High. Both teachers will receive \$22 per hour of instruction, and such hours will be treated as classified employment.

For the 2019-2020 school year, our total cost for implementation of the program will be \$5475.40.

Detailed Schedule:

The extended day school program will include eight hours per week while in session. Classes will be offered Monday, Tuesday, and Wednesday from 3:45 to 6:15 pm. The teachers elected to offer this schedule rather than two four-hour blocks like Holloway because they thought it would be more accommodating to the students.

Title III

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

Please print:

Name Emily Davis Reeves

First

Middle

Last

Address [REDACTED]

Street

City

State

Zip Code

School Assigned Smyrna High School S. S. # [REDACTED]

School Phone _____ Home Phone 615-971-9694 E-mail reevese@rcschools.net

Years experience 6

Certification Areas (By name) English 7-12, ESL K-12, Government 7-12, World & US History 7-12

Contract requested is for:

1. **Extended School Day:**
 - a. Description of services & proposed timeline for completion must be attached
 - b. Monthly logs on required sheets must be submitted to the Title III Office unless otherwise noted on approval

Monthly documentation is a requirement for Title III Extended Contracts. Failure to do so may result in cancellation of the contract with no payment. No change can be made to an extended contract without prior approval from Title III Coordinator, Nona Hall. Failure to do so may result in cancellation of the contract with no payment.

APPLICANT'S SIGNATURE: Emily D. Reeves
DATE: 8/15/19

TITLE III COORDINATOR SIGNATURE: Nona Hall
DATE: 8/19/19

CHAIRMAN OF THE RCS BOE SIGNATURE: _____

DATE: _____

The Title III Program does not discriminate on the basis of race, national origin, sex, handicap or age.

Title III

EXTENDED CONTRACT APPLICATION

Upon approval, this application becomes your contract

Please print:

Name Lia Chenille Beachboard
First Middle Last

Address 5511 Stratfield Dr Smyrna TN 37167
Street City State Zip Code

School Assigned Smyrna High S. S. # 405-47-5970

School Phone _____ Home Phone 423-504-5652 E-mail beachboardl@rcschools.net

Years experience 10

Certification Areas (By name) Mathematics

Contract requested is for:

1. Extended School Day:

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Title III Office unless otherwise noted on approval

Monthly documentation is a requirement for Title III Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.

No change can be made to an extended contract without prior approval from Title III Coordinator, Nona Hall. Failure to do so may result in cancellation of the contract with no payment.

APPLICANT'S SIGNATURE: Lia Beachboard
DATE: 8/15/19

TITLE III COORDINATOR SIGNATURE: Nona Hall
DATE: 8/19/19

CHAIRMAN OF THE RCS BOE SIGNATURE: _____
DATE: _____

The Title III Program does not discriminate on the basis of race, national origin, sex, handicap or age.

FOCUSED FITNESS L.L.C.

WELNET SERVICE AGREEMENT

This WELNET Service Agreement (“**Agreement**”) is effective on September 10, 2019 (“**Effective Date**”) and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2426 S. Dishman-Mica Rd , Spokane Valley, WA 99206 (“**Focused Fitness**”) and, Rutherford County School District, a School Client, with its principal place of business at 2240 Southpark Dr Murfreesboro, TN 37128 (“**Client**”).

1. Definitions.

1.1 “**Administrator(s)**” means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 “**Services**” mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 “**Focused Fitness Site**” means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 “**WELNET site**” means the collection of web pages containing a common base URL of www.focusedfitness.org/welnet that is delivered over the Internet.

1.5 “**User**” or “**Users**” means those students (if any), staff and teachers within the Client’s school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

2. Services.

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

3. Consideration.

3.1 General. Client will pay Focused Fitness for the Services pursuant to the “**Payment Schedule**” set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. "**Licensed Mark**" means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data.** Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

- (i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User ("**Aggregated Data**"). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.
- (ii) Personally Identifiable Information of Users. All personally identifiable information of Users ("**User PII**") is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.
- (iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the "**Protected Services**") using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

- (a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.
- (b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.
- (c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.
- (d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.
- (e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

6. Client's Responsibilities.

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 Passwords. Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 Parental Consent. Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 User Requirements. All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site ("**Terms of Use**"). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback ("**Feedback**") to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. **Indemnity.**

10.1 Duty to Indemnify. Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 Process. With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Term, Termination, and Renewal**

13.1 Term. This Agreement will be effective as of the Effective Date, and will continue in effect until the end of the initial term (“**Initial Term**”).

13.2 Renewal. This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term (“**Renewal Term**”).

13.3 Termination For Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.4 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

14. **Non-Discrimination Statement**

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

15. **Miscellaneous.**

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.

15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

	Focused Fitness Contact Person	Client Contact Person
Name	Amy Lutz	Jenna Stitzel
Title	VP- Software	CSH Coordinator
Organization	Focused Fitness, LLC	Rutherford County School District
Address	2426 S Dishman Mica Rd.	2240 Southpark Dr
City, State, Zip	Spokane, WA 99206	Murfreesboro, TN 37128
Phone	509 327-3181	615-893-5812 x22173
Email	amy@focusedfitness.org	stitzelj@rcschools.net

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Tennessee (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Rutherford County, Tennessee, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.

By: _____
Print Name: Amy Lutz
Title: VP-Software
Date: _____

School District:

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT A

Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, diet, hydration, heart rate and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information.

WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Software licenses available for organizations of any size or structure
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated

Fitness Measurements Module

- Application allows for 100% fitness measurement customization
 - Ability to choose unlimited fitness measurements items
 - Selection of standards that accompany measurements
 - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
- Generates fitness and health profiles for each student and tracks progress over time
- Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards

Survey Module

- Ability to assign custom and premade Survey to students
- Reports and summaries available to teachers and administrators

Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)

ATTACHMENT B

Payment Schedule

The Tennessee Department of Education will pay Focused Fitness for Services on behalf of Rutherford County School District, school client, according to the following “**Payment Schedule**”: Payment is due in full within 30 days of signing this contract.

Initial Term

WELNET Software: This fee includes multiple years of hosting, yearly or more frequent uploads of student data, hosting and backup, all enhancements to current modules and unlimited technical support to set up software system. Specialized programming (ie, customized reports) will be billed at \$125 per hour.

Initial Term – September 9, 2019 – July 31, 2023

Renewal Term

\$3,000 WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all enhancements to current modules and up to 3 hours of technical support. Additional technical support or specialized programming (ie, customized reports) will be billed at a rate of \$125/hour.

This Agreement shall automatically renew at the end of the current term and will extend for successive additional one year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term.

The district will be responsible for paying the renewal fee if they wish to continue after the end of the initial term.

Renewal Term – August 1, 2023– July 31, 2024

ATTACHMENT C

Service Levels

Focused Fitness will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

ATTACHMENT D

Licensed Marks



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this 23 day of April, 2018 by and between Rutherford County Schools (hereinafter known as "School District") with its principal office at 2240 Southpark Drive Murfreesboro, TN 37128, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principal office at 6172 Airways Blvd., #122, Chattanooga, TN, 37421.

WITNESSETH

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;

WHEREAS, 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 4/30/19, through 6/30/19.
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 (as defined under TennCare) 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 credentialing of eligible providers on behalf of the School District. To be eligible for claiming, nursing services must be performed under the supervision

and order of a Physician, a Physician's Assistant, or a Nurse Practitioner. Claims for nursing services will be submitted using the credentials and provider number for the supervising Physician, Physician's Assistant, or Nurse Practitioner.

- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Train SCHOOL DISTRICT PROVIDERS and CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- 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.
- 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 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.

(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 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. Clinical Services.

(a) Contractor shall provide Clinical Services supervising healthcare 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 provides Clinical Services at no charge to the School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the *Canons of Professional Ethics* and all applicable rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) All revenue and income resulting from the direct Services of Contractor shall belong to and accrue to the benefit of Contractor.

(d) Contractor shall provide all billing services required for the efficient and effective performance of the Services. To the extent allowable by law and the policies, procedures, and requirements of any third-party payer involved, Contractor shall bill in Contractor's name for the Services.

(e) School District is prohibited from hiring or causing to be hired 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 thirty percent (30%) 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 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) Contractor provides Clinical Services at no charge to the School District.

(d) 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 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.

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 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 and the Clinical 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 Healthcare 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.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management. Contractor herein agrees to hold School District harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, except when such injuries or damages arise in the acts of negligence of School District Providers or Contract Providers. Any obligation of Contract to indemnify and hold School District harmless is limited to the terms of Contractor's liability insurance

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, 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 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 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. 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.

15. 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.

16. **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.

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of School District.

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.

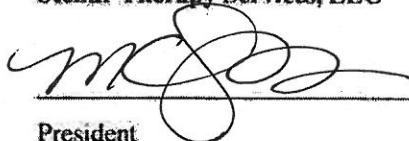
IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

SCHOOL DISTRICT



Director of Schools

Stellar Therapy Services, LLC



President

Address for Notices:

2940 Southpark Dr.
Murfreesboro, TN
37128

Attn: Sarah Winters

PO Box 8114

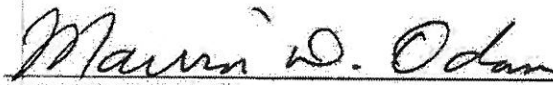
Chattanooga, TN 37414

ATTACHMENT
Authorization and Acknowledgement of Compliance

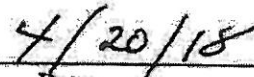
Whereas, SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;
Whereas, the above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar 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.



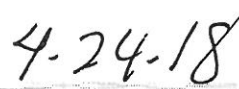
SCHOOL DISTRICT



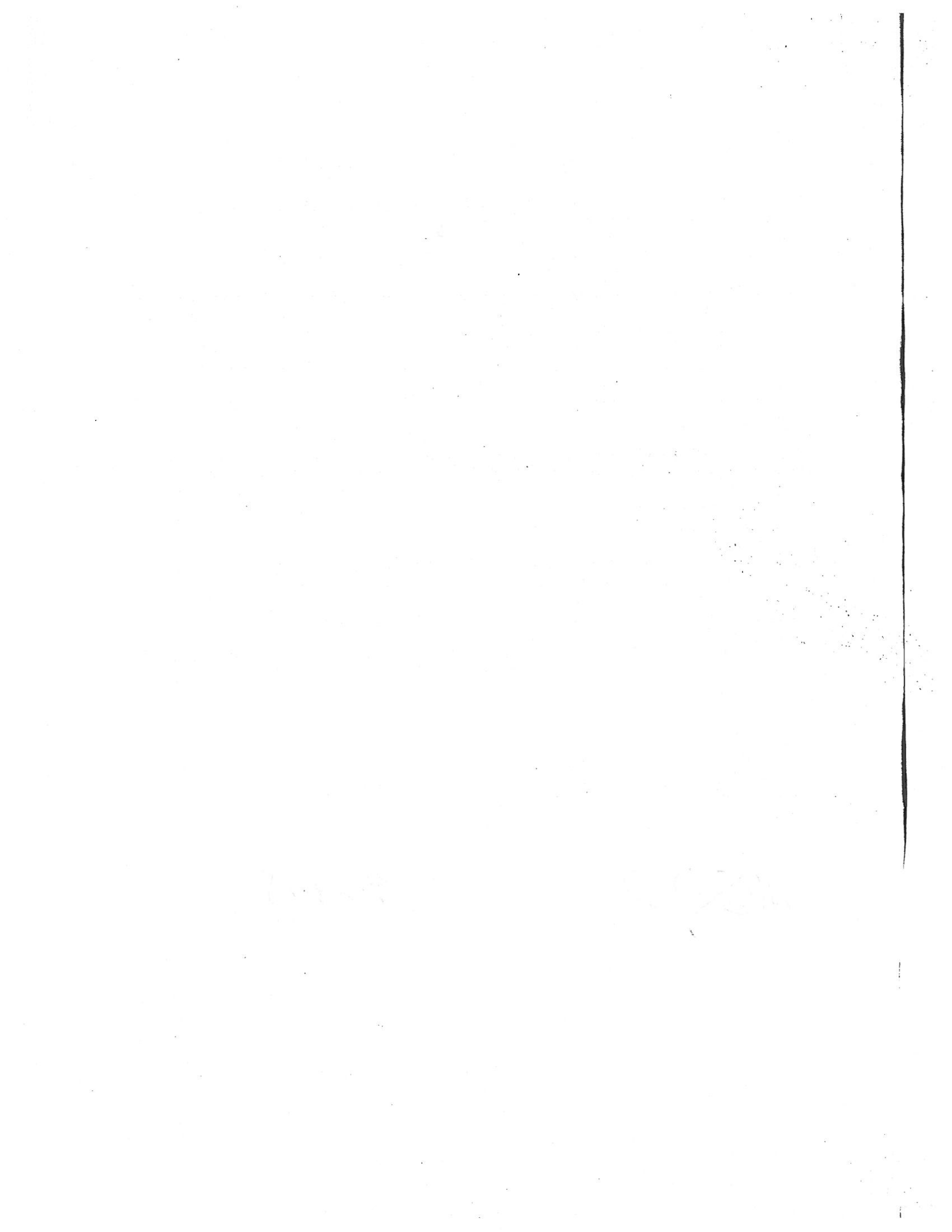
Date



Stellar Therapy Services, LLC



Date



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made on this ___ day of _____, 2019, by and between Rutherford County Schools (hereinafter known as "School District") with its principal office at 2240 Southpark Drive Murfreesboro, TN 37128, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principal office at 6172 Airways Blvd., #122, Chattanooga, TN, 37421.

WITNESSETH

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;

WHEREAS, 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, 2019, through June 30, 2020.

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 (as defined under TennCare) 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 credentialing of eligible providers on behalf of the School District. To be eligible for claiming, nursing services must be performed under the supervision

and order of a Physician, a Physician's Assistant, or a Nurse Practitioner. Claims for nursing services will be submitted using the credentials and provider number for the supervising Physician, Physician's Assistant, or Nurse Practitioner.

- 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.
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Train SCHOOL DISTRICT PROVIDERS and CONTRACT PROVIDERS as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- 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.
- 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 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.

(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 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. Clinical Services.

(a) To the extent that is necessary to facilitate submission of claims for eligible services, Contractor shall provide Clinical Services supervising healthcare 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 provides Clinical Services at no charge to the School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Supervision Services, and agrees to maintain (at his/her expense) such licenses and qualifications, and to conduct himself in accordance with the *Canons of Professional Ethics* and all applicable rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) All revenue and income resulting from the direct Services of Contractor shall belong to and accrue to the benefit of Contractor.

(d) Contractor shall provide all billing services required for the efficient and effective performance of the Services. To the extent allowable by law and the policies, procedures, and requirements of any third-party payer involved, Contractor shall bill in Contractor's name for the Services.

(e) School District is prohibited from hiring or causing to be hired 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 30% (thirty percent) 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 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) Contractor provides Clinical Services at no charge to the School District.

(d) 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 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.

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 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 and the Clinical 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 Healthcare 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.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management. Contractor herein agrees to hold School District harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, except when such injuries or damages arise in the acts of negligence of School District Providers or Contract Providers. Any obligation of Contract to indemnify and hold School District harmless is limited to the terms of Contractor's liability insurance

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, 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 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 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. 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.

15. 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.

16. 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.

17. Assignment. Contractor shall not assign this Agreement to any other party or parties without the prior written consent of School District.

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.

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

SCHOOL DISTRICT

Stellar Therapy Services, LLC

Director of Schools

President

Address for Notices:

PO Box 8114
Chattanooga, TN 37414

ATTACHMENT
**Authorization and Acknowledgement
of Compliance of Privacy Laws**

Whereas, SCHOOL DISTRICT has contracted with 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.

SCHOOL DISTRICT REPRESENTATIVE

Date

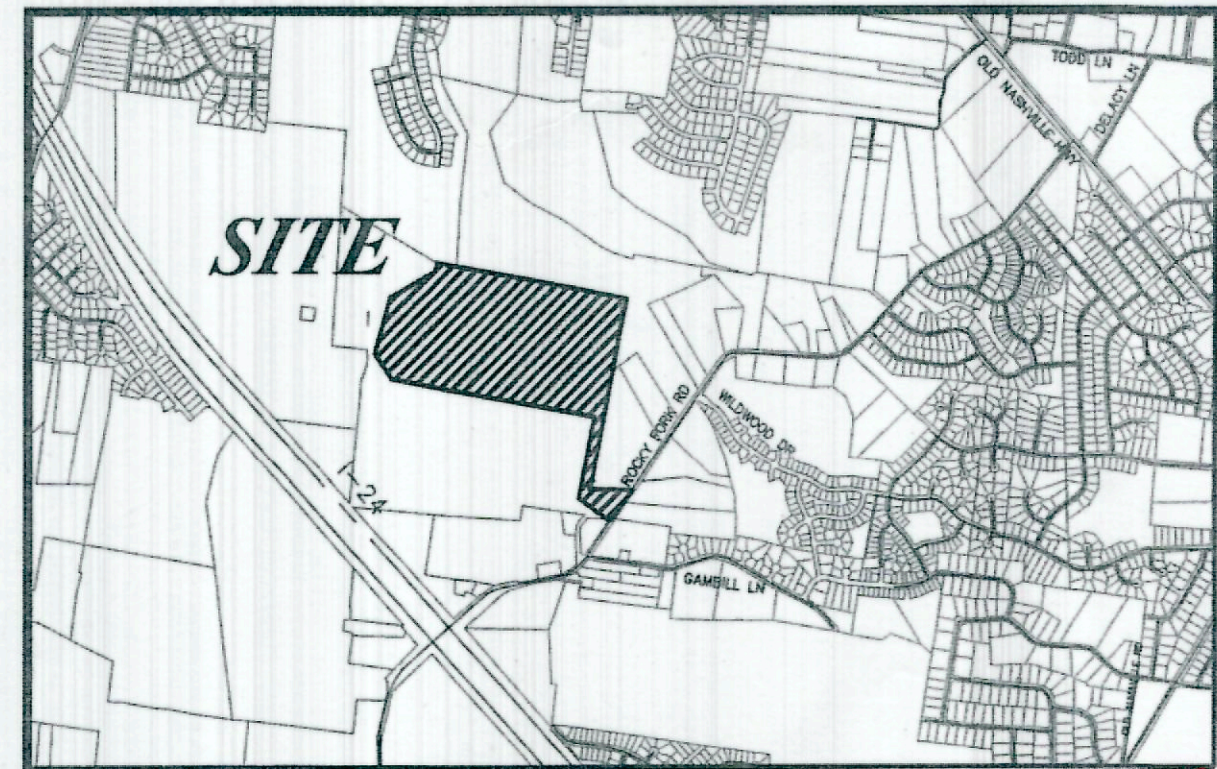
Stellar Therapy Services, LLC

Date

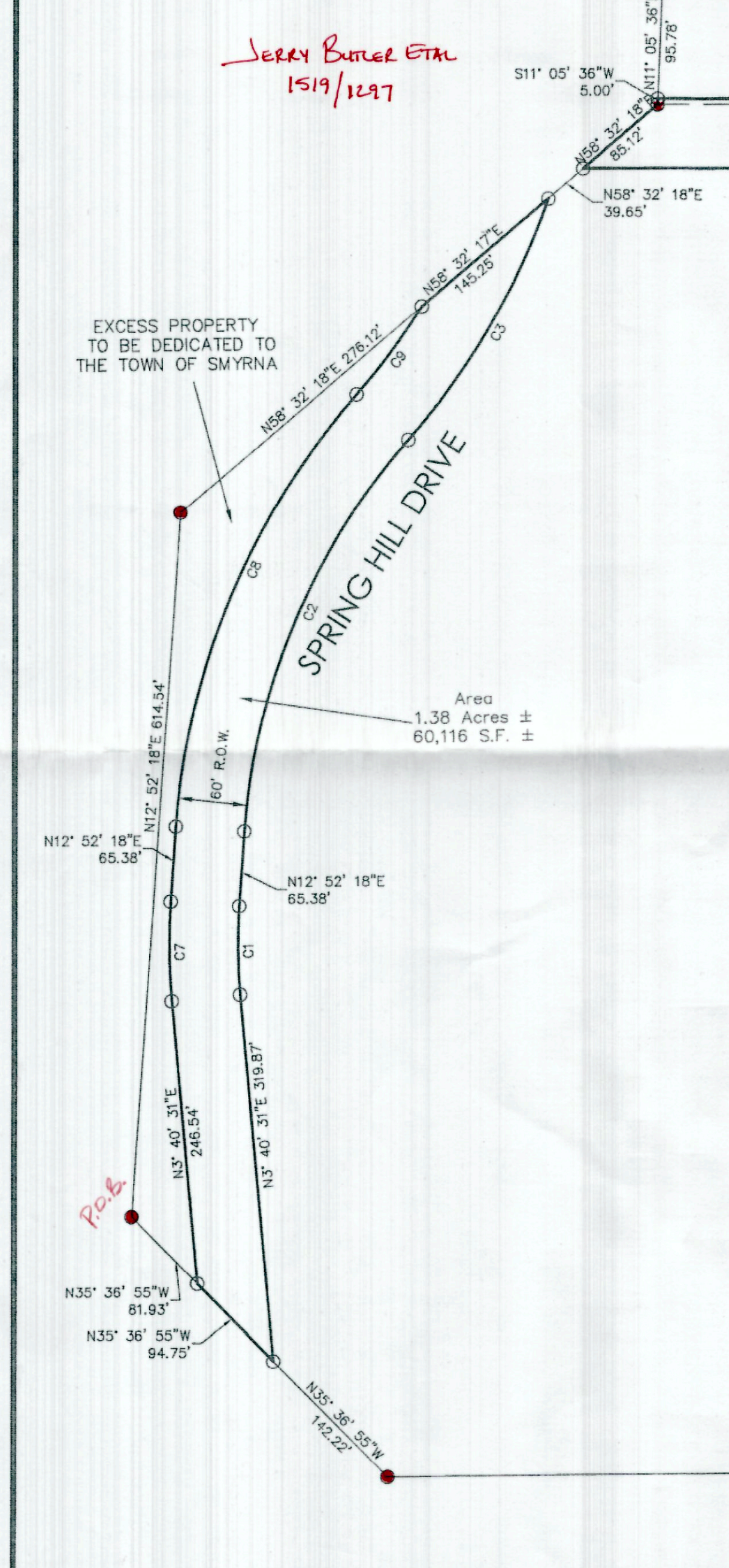
RECEIVED UNDER STELLAR MEDICAL TAX ID

Date	Total Received
01/04/2019	\$209.35
01/04/2019	\$552.00
01/04/2019	\$684.06
01/07/2019	\$69.33
01/07/2019	\$426.42
01/10/2019	\$100.60
01/24/2019	\$368.92
01/25/2019	\$652.48
01/25/2019	\$947.16
02/08/2019	\$44.78
02/08/2019	\$198.57
02/14/2019	\$48.28
02/15/2019	\$146.50
02/28/2019	\$48.28
03/01/2019	\$52.07
03/01/2019	\$64.75
03/08/2019	\$44.78
03/08/2019	\$73.25
03/22/2019	\$883.20
03/25/2019	\$234.60
03/28/2019	\$449.12
03/28/2019	\$732.33
03/29/2019	\$2,100.17
03/29/2019	\$2,560.84
05/03/2019	\$157.86
05/24/2019	\$427.80
05/30/2019	\$240.60
05/31/2019	\$1,683.84
05/31/2019	\$1,468.08
06/04/2019	\$389.34
TOTAL RECEIVED	\$16,059.36
ADMIN FEE	\$4,817.81

DATE	CHECK NUMBER	CREDIT AMOUNT	ADMIN FEE	CHECK AMOUNT
3/19/2019	3428	\$3,840.39	\$1,152.12	\$2,688.27
4/11/2019	3450	\$6,960.26	\$2,088.08	\$4,872.18
6/28/2019	3512	\$5,258.72	\$1,577.62	\$3,681.10
		\$16,059.37	\$4,817.82	\$11,241.55
				\$11,241.55



LOCATION MAP
N.T.S.



CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	9°11'47"	480.85'	77.18'	77.10'	S8°16'25"W
C2	37°29'12"	575.00'	376.20'	369.53'	S31°36'54"W
C3	22°26'52"	625.00'	244.87'	243.30'	N39°08'04"E
C4	20°26'16"	957.00'	341.37'	339.56'	N70°59'34"W
C5	30°37'35"	525.00'	280.63'	277.30'	S23°54'07"W
C7	9°11'47"	540.85'	86.81'	86.72'	S8°16'25"W
C8	37°29'12"	635.00'	415.46'	408.09'	S31°36'54"W
C9	9°40'02"	565.00'	95.33'	95.22'	N45°31'29"E
C10	19°18'00"	1017.00'	342.57'	340.96'	N71°33'42"W
C11	25°27'20"	270.00'	119.96'	118.97'	N68°40'30"W
C12	25°27'20"	330.00'	146.61'	145.41'	N68°40'30"W

- PLAT NOTES**
- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days prior of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One-Call system can be notified by calling toll free 1-800-351-1111.
 - Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
 - It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
 - Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
 - Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in the subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.
 - Any signs will require a separate permit from the Town of Smyrna.
 - Documentation of the Stormwater Notion of Coverage (N.O.C.) for this site must be submitted to the Town of Smyrna prior to any grading or building permit being issued by the Town.
- Utilities shown are as planned and not necessarily installed.
 - Fire Hydrants shall be placed in coordination with Town of Smyrna Utility Department.
 - This property is zoned R-1.

- LEGEND**
- Power Pole
 - Existing Fire Hydrant
 - Proposed Fire Hydrant
 - Existing Water Line
 - Proposed Water Line
 - Existing Sanitary Sewer Line
 - Proposed Sanitary Sewer Line
 - Proposed San. Sewer Force Main
 - Existing Manhole
 - Proposed Manhole
 - MPE=Minimum Building Pad Elevation

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public roads, utilities, and other facilities have been filed as required by the Smyrna Municipal Subdivision Regulations.

6/14/18
Date
Ernest J. Burgess
Record Book 1395, Page 1721

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Smyrna Tennessee, Municipal Planning Commission and that the monuments have been or will be placed, as shown hereon to the specifications of the city engineer or his authorized representative.

6-4-18
Date
Johnnie H. Leonard III RLS No. 2189

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plan shown hereon has been found to comply with the Smyrna, Tennessee, Municipal Subdivision Regulations with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register.

6/15/18
Date
Secretary, Planning Commission

CERTIFICATE OF THE APPROVAL OR BONDING OF ROADS

I hereby certify; (1) that all designated roads on this final plat have been installed in an acceptable manner and according to the specifications of the Smyrna Municipal Subdivision Regulations, or (2) that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.

6/15/18
Date
Director of Public Works

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I hereby certify that the utility systems outlined or indicated on the final subdivision plat entitled Section I, The Preserve At Stewart Creek have been installed in accordance with current local and state government requirements, or bonds posted.

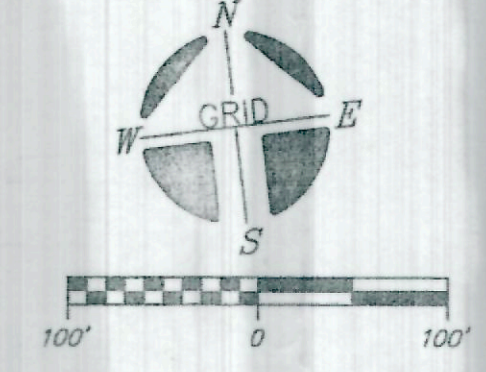
6-14-18
Date
Director of Utilities

James H. Perry et al
Tax Map 33, Parcel 51.00
Record Book 543, Page 1275

Jerry Butler et al
Tax Map 33, Parcel 53.00
Record Book 1519, Page 1297

Ben Towns
Tax Map 33, Parcel 71.01
Record Book 1031, Page 2023

BEARINGS BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83)



OWNER: RUTHERFORD COUNTY TENNESSEE
ADDRESS: 1 PUBLIC SQUARE
MURFREESBORO, TN 37128
TAX MAP: 33 PARCEL: 53.00
RECORD BOOK: 1395 PAGE: 1721

FEMA FLOOD NOTE:
PORTIONS OF THIS PROPERTY ARE LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM.
MAP: 47149 PANEL: 0109 ZONES: X DATED: 01/05/07

H. LEONARD
REGISTERED SURVEYOR
TENNESSEE No. 2189
6-4-18

HUDDLESTON-STEEL
ENGINEERING
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING: 683-4034 FAX: 683-4080

RIGHT-OF-WAY DEDICATION

ROCKY FORK MIDDLE SCHOOL

RUTHERFORD COUNTY, SMYRNA, TENNESSEE

DATE: JUNE 2018 SCALE: 1"=100' SHEET: 1 OF 2

Weather Newman, Register
Rutherford County Tennessee

Rec #:	960862	Instrument #:	2151349
State:	0.00	Recorded:	
Clark:	0.00	Other:	6/19/2018 at 11:30 AM
Other:	2.00	in	
Total:	32.00	Flat Cabinet:	42 Pgs 43-44

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required. 6-19-18



LOCATION MAP
N.T.S.

PLAT NOTES

- In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days prior of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. These utilities that participate in the Tennessee One-Call system can be notified by calling toll free 1-800-351-1111.
- Underground utilities shown were located using available above ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
- It is the responsibility of each builder to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the structure, from his structure to the drainage system constructed by the subdivision developer.
- Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
- Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainageways; including, but not limited to, sanitary sewers, forcemains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in the subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction.
- Any signs will require a separate permit from the Town of Smyrna.
- Documentation of the Stormwater Notice of Coverage (N.O.C.) for this site must be submitted to the Town of Smyrna prior to any grading or building permit being issued by the Town.
- Utilities shown are as planned and not necessarily installed.
- Fire Hydrants shall be placed in coordination with Town of Smyrna Utility Department.

LEGEND

- ⊕ Power Pole
- ⊖ Existing Fire Hydrant
- ⊕ Proposed Fire Hydrant
- W— Existing Water Line
- W— Proposed Water Line
- S— Existing Sanitary Sewer Line
- S— Proposed Sanitary Sewer Line
- FM— Proposed San. Sewer Force Main
- Existing Manhole
- ⊕ Proposed Manhole
- MPE=Minimum Building Pad Elevation

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all public roads, utilities, and other facilities have been filed as required by the Smyrna Municipal Subdivision Regulations.

6/14/18
Date

Ernst A. Berger

Record Book 1395, Page 1721

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Smyrna Tennessee, Municipal Planning Commission and that the monuments have been or will be placed, as shown hereon to the specifications of the city engineer or his authorized representative.

6-4-18
Date

Johnnie H. Leonard III
Johnnie H. Leonard III RLS No. 2189

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Smyrna, Tennessee, Municipal Subdivision Regulations with the exception of such variances, if any, as are noted in the minutes of the planning commission and that it has been approved for recording in the office of the County Register.

6/15/18
Date

L. J. W.
SECRETARY, PLANNING COMMISSION

CERTIFICATE OF THE APPROVAL OR BONDING OF ROADS

I hereby certify: (1) that all designated roads on this final plat have been installed in an acceptable manner and according to the specifications of the Smyrna Municipal Subdivision Regulations, or (2) that a surety bond has been posted with the Planning Commission to assure completion of all required improvements in case of default.

6/15/18
Date

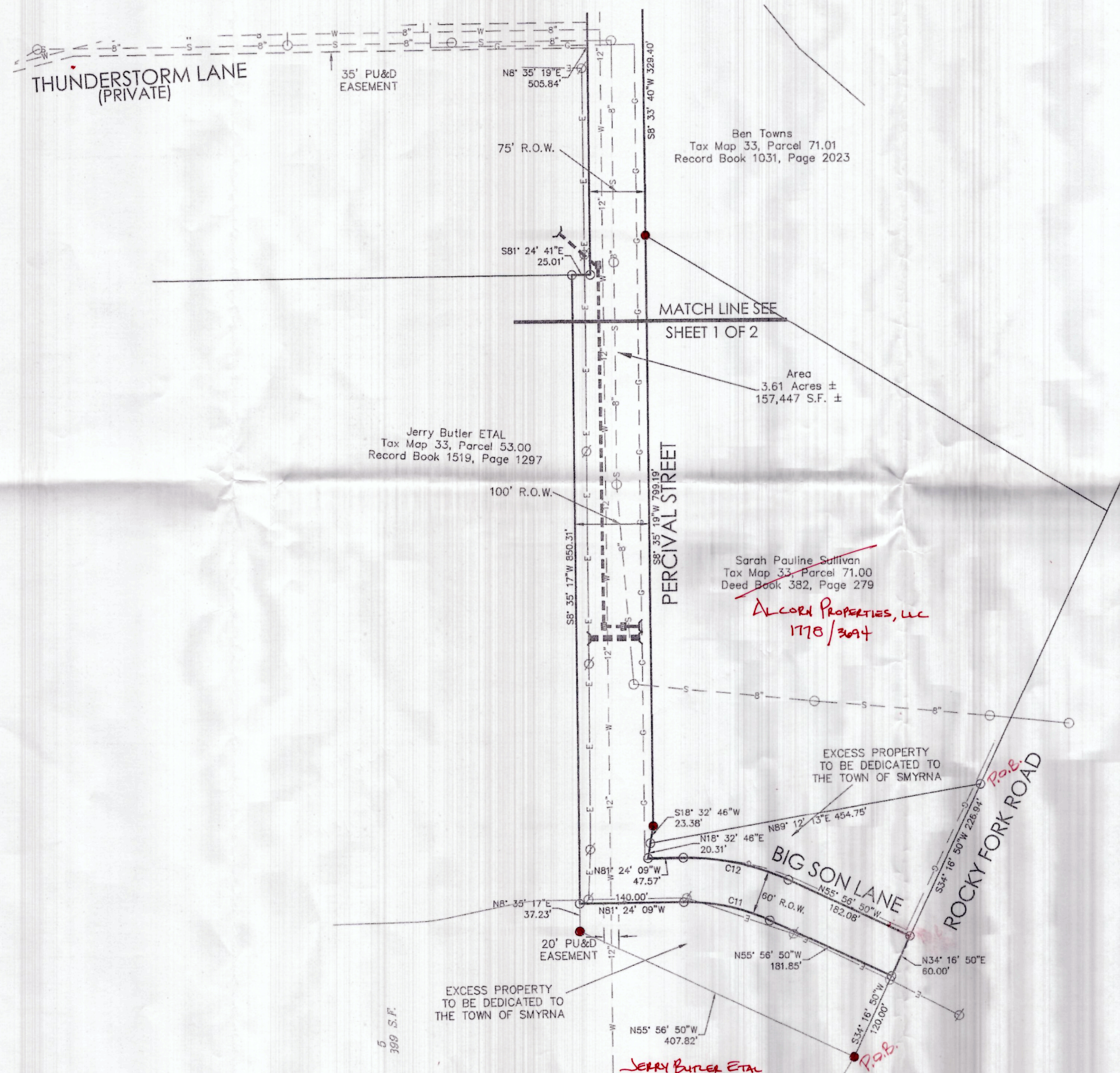
Theresa
DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

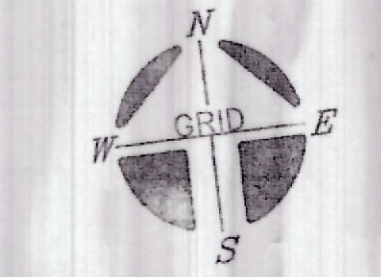
I hereby certify that the utility systems outlined or indicated on the final subdivision plat entitled Section 1, The Preserve At Stewart Creek have been installed in accordance with current local and state government requirements, or bonds posted.

6-14-18
Date

Nike Struge
DIRECTOR OF UTILITIES



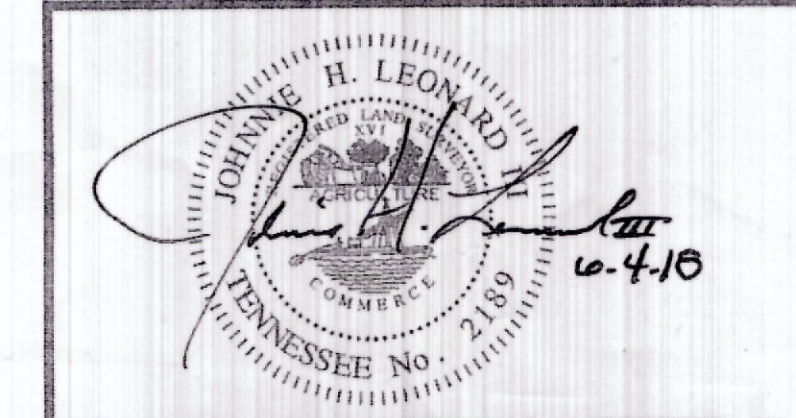
BEARINGS BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83)



OWNER: RUTHERFORD COUNTY TENNESSEE
ADDRESS: 1 PUBLIC SQUARE
MURFREESBORO, TN 37128
TAX MAP: 33 PARCEL: 53.00
RECORD BOOK: 1395 PAGE: 1721

FEMA FLOOD NOTE:
PORTIONS OF THIS PROPERTY ARE LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM.
MAP: 47149 PANEL: 0108 ZONES: X DATED: 01/05/07

I HEREBY CERTIFY THAT THIS IS A CATEGORY "IV" SURVEY AND THE PRECISION OF THE GPS PORTION OF THIS SURVEY (IN RELATIVE POSITIONING ACCURACY GIVEN AT THE 95% CONFIDENCE LEVEL) IS 1:10,000 AS SHOWN HEREON AND THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS.



SHUDDLESTON-STEEL
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING: 893 - 4084, FAX: 893 - 0080

Heather Dauborn Register
Rutherford County Tennessee
Rec #: 960862
Rec d: 30.00 Instrument #: 2151949
State: 0.00 Recorded
Clerk: 1.00 6/19/2018 at 11:30 AM
Other: 2.00
Total: 32.00 Plat Cabinet: 42 Pgs 43-44

I hereby certify that this plat has been reviewed for the Rutherford County Development Tax. No Development Tax Required.
6-19-18
RUTHERFORD COUNTY REGIONAL PLANNING COMMISSION

RIGHT-OF-WAY DEDICATION
ROCKY FORK MIDDLE SCHOOL

RUTHERFORD COUNTY, SMYRNA, TENNESSEE

DATE: JUNE 2018 SCALE: 1"=100' SHEET: 2 OF 2

					Safe School
Func	Func_obj	2019/20 Budget	Increases	Decreases	Amended Budget
46590		183,715	-	183,715	-
46981			889,760	-	889,760
Total Revenue			889,760	183,715	
72130	72130-105	174,327	-	66,625	107,702
72130	72130-201	501,092	-	4,131	519,282
72130	72130-204	851,635	-	6,769	882,841
72130	72130-206	4,609	-	19	4,620
72130	72130-207	1,135,665	-	7,342	1,157,823
72130	72130-212	117,608	-	966	122,274
72130	72130-299	18,793	-	120	18,673
72130	72130-355	25,725	500	-	26,225
72130	72130-399	91,240	50,000	-	141,240
72130	72130-499	30,400	500	-	30,900
72130	72130-524	11,960	12,000	-	23,960
72130	72130-790	5,000	440,997	-	445,997
72130 Total		11,758,115			12,237,315
72210	72210-189	-	66,625	-	66,625
72210	72210-201	-	4,131	-	4,131
72210	72210-204	-	6,769	-	6,769
72210	72210-206	-	19	-	19
72210	72210-207	-	8,890	-	8,890
72210	72210-212	-	966	-	966
72210	72210-299	-	120	-	120
72210	72210-355	-	500	-	95,500
72620	72620-701	-	200,000	-	200,000
72620	72620-717	168,000	-	-	168,000
72620 Total		8,677,488			8,677,488
Grand Total		416,262,785	792,017	85,972	417,766,379

To budget for the Revenue and Expenditures of the FY 2019-2020 Safe School Grant. This grant application was approved by the School Board at the September 18, 2019 board meeting.

Recommended Motion: To approve the budget for the FY 2019-2020 Safe Schools Grant that was approved by the Rutherford County Board of Education and the State Department of Education

Bill C. Spurlock, Director of Schools

Jim Estes, Chairman

Approved by Rutherford County School Board October 3, 2019

					R Siegel Grant
Func	Func_obj	Amended Budget	Increases	Decreases	Amended Budget
44570		25,000	16,000		41,000
72120	72120-499	60,651	6,000		66,651
72120	72120-735	40,376	10,000		50,376
Grand Total		417,766,379	16,000	-	417,782,379

To budget for donations from the Richard Siegel Foundation for walking track capital expenditures at Rocky Fork Elementary School as well as funding for a GoNoodle Online Activity Subscription for Student Health Programs

Recommended Motion: To budget for the donations from the Richard Siegel Foundation and the non-recurring expenditures related to these donations.

Bill C. Spurlock, Director of Schools

Jim Estes, Chairman

Approved by Rutherford County School Board October 3, 2019