

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MARCH 20, 2025
5:30 P.M.

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

Work Session: Pledge led by Caleb Tidwell

Board Meeting: Pledge led by Caleb Tidwell

3. MOMENT OF SILENCE

4. APPROVAL OF AGENDA

Recommended Motion - to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Board Meeting Minutes, March 6, 2025

B. Bids: Bid #3792 - Security Gates (LHS)

Bid #3794 - Concrete Work

Bid #3795 - Art Supplies and Equipment

Bid #3796 - Calculators

Bid #3797 - Floor Machines

Bid #3798 - Tech. Parts & Multimedia Equip.

C. Use of Facilities:

FACILITIES USE

3/20/2025

Fees

Blackman Middle

Alinea Church, service, classroom &
auditorium, 5/11/25, \$330

Oakland Middle

Ligalatioamericana de Murfreesboro, adult
soccer games, sports field, 6/15/25 – 8/17/25,
\$290 per day

Riverdale High	M14Hoops – Murfreesboro, training, camps, gym, 3/25/25 – 8/7/25, \$18 per hour
Riverdale High	Titans NFL Flag Football, games, sports field, 3/23/25 – 6/1/25, \$290 per day
Riverdale High	We Got Next Elite, mentorship/practice, gym, 3/24/25 – 6/25/25, \$18 per hour
Rock Springs Elementary	Pinnacle Point HOA, meeting, cafeteria, 3/26/25, \$18 per hour
Siegel High	Nashville United Soccer Academy, games, stadium, 4/6/25, \$150 per game
Smyrna Middle	Friendship Quilters Guild, meetings, classroom, 3/22/25 – 6/14/25, \$15 per day

No Fees

Central Magnet	Rutherford County Gov. – HR, employee picnic, campus, cafeteria, 6/6/25, no fees
Oakland High	First Baptist Church Murfreesboro, Easter egg hunt, stadium/track, 4/19/25, no fees, *In-Kind Agreement
Rocky Fork Middle	Smyrna Junior Basketball League, championship day, gym, 3/8/25, no fees, **retro review
Walter Hill	Restoration Church, church service, classrooms & cafeteria, 3/23/25 – 8/31/2025, no fees, *In-Kind Agreement

Note: Facility use prior to 3/20/2025 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.**

D. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2024-2025 school year:

NAME	SCHOOL	SPORT
Hitchcock, Sheridan	Rockvale Middle	Band
Townes, Matt	Siegel High	Baseball
Rice, Wilson	Blackman High	JROTC
Pawlowski, Lance	Rockvale High	Girls Flag Football
Booker, Charles	Rockvale High	Football
Pankey, Karim	Rockvale High	Football

E. Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Maranda Allen	\$450.00	Blackman Middle	School Funds - Track	Various Work at Meets
Sherry Bowen	\$450.00	Blackman Middle	School Funds - Track	Various Work at Meets
Sarah Golden	\$1,000.00	Blackman Middle	School Funds - Drama	Assistant Director
Casey Molina	\$1,000.00	Blackman Middle	School Funds - Drama	Assistant Director
Madison Sosa	\$500.00	Blackman Middle	School Funds - Drama	Assistant Director
Nicole Traub	\$1,000.00	Blackman Middle	School Funds - Drama	Director
Dusty Stearns	\$750.00	Central Magnet	School Funds - Concessions	Ballgame Supervision, Announcements, and Facility Management
Jonathan Moulton	\$1,500.00	Oakland High	School Funds - Boys & Girls Basketball and Football	Streaming Home Games
Jackson Caldwell	\$1,500.00	Riverdale High	School Funds - Boys Basketball	Assistant Coach
Ryan Feris*1	\$400.00	Rockvale High	School Funds - Boys Soccer	Bus Driver
Ryan Feris*1	\$500.00	Rockvale High	School Funds - ROTC	Bus Driver

Kyle Stagner*1	\$1,000.00	Smyrna Middle	School Funds - Wrestling	Supervision of Fall and Off Season Workouts, Facility and Equipment Maintenance
Ralph Hicks III	\$2,100.00	Stewarts Creek Middle	School Funds - Baseball	Assistant Coach
Cameron Roberts	\$1,200.00	Stewarts Creek High	School Funds- Drama	Performing Organ/Keyboard in Sweeney Todd
Heather Reedy*1	\$1,500.00	Thurman Francis	School Funds - Dance	Instructor/Choreographer
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Micah McClellan	\$1,200.00	Blackman Middle	School Funds - Baseball	Assistant Coach
Kamber Kigin	\$250.00	Christiana Middle	School Funds - Choir	Accompanist for Choral Performance Assessment
Diego Aguilar	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Rafael Albuquerque	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
MaLaya Amaro	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Noah Arnold	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Valentina Balzán	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Brooke Barnard	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
August Bartsch	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Cari Beth Gillespie	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Josie Cary	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Ian Coleman	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Aniyya Cowan	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
James Dailey	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Alina Dang	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Baker Denison	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee

Victoria Ferreira	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Brittany Franks	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Kaitlynn Franks	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Grayson Gibson	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Alli Grace Jackson	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Brandon Graham	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Avery Graves	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Madi Hagen	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Brooklyn Hathaway	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Sofia Helton	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Bethany Hiatt	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Reygan Hollifield	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Joshua Humphrey	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Lily Johnson	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Addison Jones	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Azlyn Kirksey	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Reagan Letart	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Jackson Lush	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Gael Marasco	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Ella Marlow	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Manuel Mijares	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Karis Morrison	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
AJ Mowery	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee

Mariana Naranjo Moreno	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Destiny Newmy	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Larry Ochoa	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Miguel Ochoa	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Luis Palma	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Macy Parker	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Pari Patel	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Helaman Perozo	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Kinsley Ritt	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Katie Roberts	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Makenzie Robinson	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Aidan Sinclair	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Brodie Sinclair	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Ryan Spinnato	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Caleb Trejo	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Isaac Troutman	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Leo Velasquez	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Tate Vinson	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Will Waldron	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Aubrey Williams	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Colin Woods	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee
Kylon Yarbrough	\$1,000.00	Eagleville	School Funds - JR PRO Soccer	Referee

Sheridan Hitchcock	\$30/lesson	Rockvale Middle	School Funds - Band	Teaching Private Lessons/Group Masterclasses
Mikayla Dyson	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Sandra Ketron	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Alton Cedric Taylor Jr	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Carmen Verge	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Mareeka Verge	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Robert Verge	\$1,500.00	Riverdale	School Funds - Track	Various Work at Meets
Name-Classified	NTE Amt.	School	Funded By	Description
Vonce Henderson*1	\$1,500.00	Oakland High	School Funds - Track	Assistant Coach
Veronica Brown*1	\$500.00	Riverdale	School Funds - Dance Team	Choreographer
Chelsea Spicer	\$1,000.00	Rocky Fork Middle	School Funds - Cheer	Spring & Summer Coach

- 1 **Approved previously for an amount \$500 or greater**
- 2 **Overtime rate for special events**
- 3 **Anticipate amounts over \$500 this school year**
- 4 **Amend prior approval**
- 5 **Less than \$500 but part of event total**
- 6 **Must have the approval of the Transportation Department**
- 7 **Classified Employee (with approved agreement)**
- 8 **Regular Rate - Part time employee**

Recommended Motion – to approve the consent agenda as presented.

6. RUTHERFORD PROUD

Work Session: Dr. Lindsay Halford will present information celebrating Music in Our Schools Month, Theatre in Our Schools Month, Dance in Our Schools Month, and Youth Art Month, including a special performance by the Stewarts Creek High School Guitar II class.

Work Session: Communications Report

Board Meeting: Strong Outstanding Staff Awards

7. PUBLIC COMMENTS*

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

8. INSTRUCTION

I. The elementary, middle, and high school textbook committees are recommending the adoption and purchase of the following instructional materials for use beginning in the 2025-2026 school year and running the course of the adoption through the 2032-33 school year.

Course	Textbook Title	Publishers
K-5 Science	<i>Studies Weekly Science</i>	Studies Weekly
Biology	BSCS Biology Understanding for Life	Kendall Hunt
Chemistry	Tennessee Chemistry	McGraw Hill
Physics	Tennessee Physics	McGraw Hill
Environmental Science	TN Principles of Environmental Science Cunningham 1e	McGraw Hill
Earth & Space	Tennessee Earth & Space Science	McGraw Hill
Anatomy & Physiology	TN Welsh Holes Essentials of Human Anatomy & Physiology	McGraw Hill
6-8 Science	OpenSciEd 6th-8th grade powered by Kiddom	Kiddom*

*RCS is seeking a waiver for the Kiddom resource in order to utilize the Tennessee Open-Source Science curriculum and control purchasing/printing locally.

Recommended Motion - to approve the materials recommended by the RCS textbook adoption committees as presented.

II. The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2024-2025 funds to support the Rutherford Works Ambassador School Leads for our Middle and High Schools. The purpose of the Rutherford Works Ambassador School Leads program is to develop the instructional capacity for teachers, counselors, career coaches, and assistant principals within our school district to support the Rutherford Works partnership. The School Leads would be responsible for attending meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience Implementation, WBL opportunities, Industry Tours, 8th Grade Career Pathway Fair, College & Career Night, and assist with the implementation of ACT WorkKeys Assessment. The allocations are:

Each participant receives a \$500.00 stipend for attendance and participation in Professional Development Sessions led by Rutherford Works and the CTE Curriculum & Instruction Department.

Recommended Motion – to approve allocating approximately \$15,000.00 of Perkins funds to support the Rutherford Works Ambassador School Leads Program as presented.

Rutherford Works School Team Leads		
Schools	RW Ambassador	Position
Blackman High School	Jeanette Noffsinger	CTE Teacher
Blackman Middle School	Megan Klopp	School Counselor
Central Magnet School	Jackie Crawley Harrison	CTE Teacher
Christiana Middle School	Leigha Moltz	CTE Teacher
Eagleville School	Libby Sledge	CTE Teacher
Holloway High School	Dawn Powell	CTE Teacher
LaVergne High School	Bobby Farley	CTE Teacher
LaVergne Middle School	Valencia Dobson	CTE Teacher
Oakland High School	Teal Lynch	Career Coach
Oakland Middle School	Laura Swan	Math Teacher
Riverdale High School	Sarah Medley	CTE Teacher
Rock Springs Middle School	Sydni Randolph	Science Teacher
Rocky Fork Middle School	Briana Cutliff	School Counselor
Rockvale High School	Rachel Nichols	CTE Teacher
Rockvale Middle School	Leighton Butler	Assistant Principal
Siegel High School	Stacie Andersen	CTE Teacher
Siegel Middle School	April Mongold	School Counselor
Smyrna High School	Carrie Ott	CTE Teacher
Smyrna Middle School	Elizabeth Blount	Special Education Teacher
Stewarts Creek High School	Kelly Hanna	CTE Teacher
Stewarts Creek Middle School	Keith Young	Assistant Principal
RC Virtual School	Jennifer Courtney	School Counselor
Thurman Francis Arts Academy	Teresa Wise	CTE Teacher
Whitworth Buchanan Middle School	Marcus Lyons	School Counselor

9. LEGAL (TAB 2)

Transfer Student Under Discipline

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of a THC vape.

According to Policy 6.318, the Board may deny admissions of any student (except those in state

custody) when a student transfers from another school system while under suspension or expulsion.

Director of Schools' Recommendation: Deny.

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

10. HUMAN RESOURCES (TAB 3)

Supervisor of Teach Now Specialists:

Rutherford Teach Now is requesting the approval of a new job description – Supervisor of Teach Now Specialists. The job of the Supervisor of Teach Now Specialists is for the purpose of performing managerial, professional, technical, and analytical duties in support of the district's teacher preparation and retainment goals. Responsibilities include maintaining data collection for reporting compliance, curriculum and program development for accreditation, and the training of RTN Specialists for effective teacher preparation in accordance with State Board rules, policies, and procedures.

Recommended Motion - to approve a new job description for Supervisor of Teach Now Specialists. This position will be funded through GP funds starting July 1, 2025.

11. ENGINEERING AND CONSTRUCTION (TAB 4)

I. Lee Road Property. A contract has been negotiated for the potential purchase of 161 acres on Lee Road for a school site. The property is located in one of the densest growth areas in the County. The contract has a 180 day inspection period with 2 thirty day extensions. Multiple studies such as geotechnical, environmental, and engineering will need to be undertaken to determine if the property is suitable for a school site. The site has sewer and there are planned improvements for water with sufficient capacity for a school site. The purchase of the property is subject to approval of funding by the County Commission. The property will be brought back to the Board after the testing and studies are complete to determine if the Board wants to proceed to close on the purchase of the property.

Recommended Motion - to approve the execution of the contract for the potential purchase of the Lee Road property.

II. Christiana Elementary Playground Court Request: Principal Chris Lafferty is requesting to utilize the Richard Siegel Foundation Grant for the Asher Sullivan Memorial Project. Part of the project is to install a half-court on the playground with the "Asher Star". The school has been in contact with Smyrna Ready Mix and Summit Concrete since June. Most of the materials have been donated. The school will be funding the remaining \$7,250 through the basketball account. This project is at no cost to the Board. The Engineering and Construction department has reviewed the request and has no objection.

Recommended Motion to approve the Christiana Elementary Asher Sullivan Project as presented.

III. Rockvale High Band Shed: Principal Steve Luker is requesting to allow the band to purchase a 12 x 24 storage shed to be used to store band equipment. The shed will not exceed \$14,000.00 and will be funded through the band account. Engineering and Construction has reviewed the request and has no objection.

Recommended Motion - to approve the Rockvale High band storage shed request as presented.

IV. Wilson Elementary Playground: Principal Angela Barnes is requesting to purchase additional playground equipment and install a Sun Shade utilizing funding from the Richard Siegel Grant. The cost for this project is \$24,086.80 and fully funded by the Grant and donations. This project is at no cost to the Board. Engineering and Construction has reviewed the request and has no objections.

Recommended Motion - to approve the Wilson Elementary Playground request as presented.

V. Riverdale High School JROTC Obstacle Course: Principal Tamera Blair is requesting to allow the JROTC program obstacle course improvements. No new construction will occur with this project. The JROTC instructor noted this upgrade will save money on future field maintenance and provide a safer place for JROTC and anyone else who uses the course. Construction will be completed by JROTC instructor, students, and parent volunteers. The anticipated cost of the project is \$5,000. The funds for this project will come from JROTC fundraising, so the upgrade will come at no cost to the school or the Board. Engineering and Construction has reviewed the request and has no objection.

Recommended Motion - to approve the Riverdale High School JROTC Obstacle Course request as presented.

VI. Custodial Equipment Repair Tech:

New Job Description for the Custodial Equipment Repair Tech. This position will replace the HVAC Level 6 position as part of the current 24-25 SY budget. This position will make general repairs and perform preventative maintenance for the custodial equipment and machinery such as electric buffers, floor-scrubber machines, propane burnishers, and other equipment.

Recommended Motion – to approve the replacement of the HVAC Level 6 to Custodial Equipment Repair Tech as presented.

VII. Poplar Hill Middle Bid Approval: On Thursday March 20, Purchasing and Engineering received bids for the Poplar Hill Middle School Project. After review of the bids, we recommend RG Anderson Company contractor for the lowest and best bid of \$ 59,197,000.00 to include unit prices 1-3 and all unit prices. Engineering recommends moving forward to the Health and Education Committee and the full County Commission the overall request for funding of \$70,897,000.00.

Breakdown:

Construction	\$59,197,000.00
Construction Related Contracts	\$2,000,000.00
FFE	\$4,500,000.00
Design	\$3,700,000.00
Site Contracts	\$1,500,000.00
Total Request	\$70,897,000.00

Recommended Motion - to send to Health and Education for RG Anderson Company Construction bid of \$ 59,197,000.00 and a Total Project request for funding of \$70,897,000.00.

12. BUS CONTRACT (TAB 5)

Bus Contract. The current bus contract expires at the end of this school year. Negotiations have been ongoing with multiple bus contractors over the last several weeks. Jeff Reed, the Board Attorney, has been engaged in extensive discussions with attorneys for an association for many of the bus contractors, met with multiple other bus contractors, and met with the school system Transportation Department. Attached is a proposed contract. Changes have been made to the initial draft contract from the Transportation Department to incorporate language to address many, but not all, of the comments from bus contractors. An effort has been made to respond to the concerns of bus contractors to the extent feasible that still allow for the timely and safe transportation of students and operation of the school system. The most significant issue in the new contract is the requested increase in the mileage and seat rates. That remains an open issue for the Board's consideration and determination. The attached contract is presented for any action the Board desires to take on this contract and any direction the Board wants to provide.

Motion: Open for the Board to take action or provide comments.

13. FINANCIAL REPORT

14. DIRECTOR'S UPDATE

15. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

16. FEDERAL RELATIONS NETWORK (FRN) UPDATE

17. GENERAL DISCUSSION

18. ADJOURNMENT

**Work Session to discuss bus contract following the work session on March 18, 2025.*

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF MARCH 6, 2025

Board Members Present

Claire Maxwell, Board Chair
Frances Rosales, Vice-Chair
Caleb Tidwell
Katie Darby
Tammy Sharp
Butch Vaughn
Stan Vaught
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

The Board Chair Claire Maxwell called the meeting to order at 5:30 P.M.

2. PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Tammy Sharp.

3. MOMENT OF SILENCE

A Moment of Silence was observed.

4. APPROVAL OF AGENDA

Motion made by Caleb Tidwell and seconded by Butch Vaughn, to approve the agenda as presented.

Vote: All yes

Motion passes.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Board Meeting Minutes, February 24, 2025

B. Bids:

Bid#3788 - New York City Field Trip (Stewarts Creek High)

Bid#3789 - Classroom Furniture

Bid#3790 - Kitchen Equipment (Walk-in freezer)

Request to Purchase: Rutherford County Board of Education requests to purchase a new sound system for the board room. The total purchase amount is \$82,428.00 through Howard Technologies utilizing the Omnia Partners Cooperative Contract #01-145.

C. Nepotism: Sadie Wade -Teacher – Stewartsboro Elementary

D. Use of Facilities:

FACILITIES USE

3/6/2025

Fees

Barfield Elementary	Team Swish AAU, basketball practice, gym, 3/11/25 – 6/26/25, \$18 per hour
Eagleville School	Brigade Basketball Club, practice, gym, 3/11/25 – 7/24/25, \$18 per hour
Oakland High	Tennessee Asian Soccer, practice, stadium, 3/9/25 – 10/30/25, \$115 per hour
Siegel High	Middle TN Basketball Showcase, tournaments, gym, 3/24/25 – 8/11/25, \$18 per hour
Smyrna High	Prep Network LLC, tournament, practice field, 3/15/25 – 3/16/25, \$580
Smyrna High	Southeastern AAU/Achieving Success Martial Arts, tournament, gym, aux gym, cafeteria, 3/14/25 – 3/15/25, \$652

No Fees

Blackman High	Girl Scout Troop #1592, meetings, classroom, 3/19/25 – 5/21/25, no fees
Plainview Elementary	Believers Faith Fellowship, mentoring & basketball, gym, 3/9/25 – 5/25/25, no fees, *In-Kind Agreement
Riverdale High	Murfreesboro Water Polo Club, practice, swimming pool, 3/7/25 – 10/27/25, no fees, *In-Kind Agreement

Rockvale High

Rutherford County Goons, flag football practice & games, stadium, 3/7/25 – 7/1/25, no fees, *In-Kind Agreement

Stewarts Creek High

Murfreesboro Tarheels Minor League Football Org., games, sports field, 3/29/25 – 5/31/25, no fees, *In-Kind Agreement

Note: Facility use prior to 3/6/2025 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

E. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2024-2025 school year:

NAME	SCHOOL	SPORT
Mangrum, Kenneth	Blackman High	Track
Urdaneta, Juan	Rockvale High	Boys Soccer
Parker, Sarah	Riverdale High	Boys Soccer
Greene, Jason	Christiana Middle	Baseball
LaLance, Kirkland	Siegel High	Tennis
DeGuzman, Johanna-Grace	Smyrna High	Flag Football
Meglis, Joshua	Smyrna High	Football
Ousley, Crystal	Rocky Fork Middle	Track
Wilson, Kenneth	Smyrna Middle	Softball
Stultz, Christopher	Oakland Middle	Archery
Stultz, Shari	Oakland Middle	Archery

F. Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Hannah Swenson	\$2,100.00	Blackman Middle	School Funds - Track	Assistant Coach
Laurie Smithson	\$33.29/hr.	Central Magnet	Outside Group / Use of Facilities	Site Supervision
Mitzi Wilson	\$2,500.00	Oakland High	Various Sports/Club School Accounts	Bus Driver
Trenton Carrier	\$3,200.00	Riverdale	Baseball Boosters	Assistant Coach & Camp 24-25
Fulton Kendrick	\$750.00	Riverdale	Baseball Boosters	Camp 24-25
James Kendrick	\$3,200.00	Riverdale	Baseball Boosters	Assistant Coach & Camp 24-25
Phillip Morgan	\$2,000.00	Stewarts Creek High	Various Sports/Club School Accounts	Bus Driver
Jason Bratten*1	\$100.00	Stewarts Creek Middle	School Funds - Tournaments	Announcing at Basketball Sectional Tournament
Charles Limbaugh*1	\$125.00	Stewarts Creek Middle	School Funds - Tournaments	Announcing at Basketball Sectional Tournament
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
Morgan Buxton	\$1,000.00	Blackman Middle	School Funds - Track	Assistant Coach
Kelsey Cooper	\$450.00	Blackman Middle	School Funds - Track	Line Assistant - Meet Helper
Jonathan Crouch	\$2,000.00	Blackman Middle	School Funds - Track	Assistant Coach
Cassandra Willis	\$2,000.00	Blackman Middle	School Funds - Track	Assistant Coach
Tommy Bogle	\$1,800.00	Rock Springs Middle	School Funds - Baseball	Assistant Coach
Brandon Lee	\$700.00	Rocky Fork Middle	School Funds - Baseball	Assistant Coach
Rebecca Lowry*1	\$100.00	Smyrna Middle	School Funds - Band	Working on CPA Music with 7th & 8th grades
Julia Choi	\$800.00	Stewarts Creek High	School Funds - Chorus	Accompanist/Choral Clinician

Qiang Fu	\$800.00	Stewarts Creek High	School Funds - Chorus	Accompanist/Choral Clinician
Qiangion Fu	\$800.00	Stewarts Creek High	School Funds - Chorus	Accompanist/Choral Clinician
Xiachu Song	\$800.00	Stewarts Creek High	School Funds - Chorus	Accompanist/Choral Clinician
Benjamin Yoder	\$800.00	Stewarts Creek High	School Funds - Chorus	Accompanist/Choral Clinician
Name-Classified	NTE Amt.	School	Funded By	Description
Hannah Derbabian	Classified Overtime Rate	Stewarts Creek High	Various/Clubs School Accounts	Custodial Work
Jennifer Vinocur*1	\$750.00	Stewarts Creek Middle	School Funds - Cheer	Assistant Coach

- 1 Approved previously for an amount \$500 or greater
- 2 Overtime rate for special events
- 3 Anticipate amounts over \$500 this school year
- 4 Amend prior approval
- 5 Less than \$500 but part of event total
- 6 Must have the approval of the Transportation Department
- 7 Classified Employee (with approved agreement)
- 8 Regular Rate - Part time employee

Motion made by Tammy Sharp and seconded by Butch Vaughn, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

6. SPEAKERS

Work Session: Opengate demonstration

Board Meeting: Steve Haley, TSBA Mid-Cumberland District Director of the Dickson County Board of Education presented the Board of Distinction Award.

Mr. Haley presented the Board of Distinction Award to the Board for meeting the extensive requirements in the following four key areas: planning, policy, promotion and board development.

7. RUTHERFORD PROUD

Stewarts Creek High School senior wrestler, Ashleigh Williams, recently won first place in the 235-pound division over Jehieli Velez-Almodovar, Sr. (West Creek) 34-10. She is the first RCS girls' wrestling state champion. The tournament took place at the Williamson County Ag Exposition Arena, February 21-22, 2025.

(A video was played showcasing Ashleigh and her journey into the sport of wrestling) Coach Meckes and Coach Thomas praised Ashleigh on her amazing wrestling success and on her leadership abilities as a student athlete and her personal accomplishments.

8. PUBLIC COMMENTS*

1. Bill Levine – Mr. Levine shared that he has taught English Language and Literature at the college level for over forty (40) years. He came to the Board Meeting to express his concern over limited access given to many school library books. He suggested keeping books in the school libraries among professional staff to help navigate students dealing with sensitive topics.
2. Judy Whitehill – Ms. Whitehill came to ask the board members again, “through the art and power of repetition, to please accept the RCS’ Media Specialist recommendations for the books you asked them to read.” She understands that people need to hear a message at least seven (7) times before it becomes meaningful. Ms. Whitehill also provided visual aids in multiple colors and fonts that read, “Please accept the RCS Media Specialist recommendations for the books you asked them to read”.
3. Joshua Walker – Mr. Walker shared a childhood memory of his family watching the 1977 miniseries “Roots” which taught him the horrors and evils of slavery but also taught him empathy and compassion. He said that our children are not stupid, and they have the right to learn about the experiences of others. He asked the Board not to deny our children stories about our past, even if it makes us uncomfortable.
4. Heather Cook – Ms. Cook thanked the Board for allowing her to come again and share what’s on her heart. She wants our children to know God, to teach our children the truth and to study the word of God.
5. Elizabeth Shepherd – Ms. Shepherd is a Blackman High parent and a school librarian. She recalled while in elementary school her favorite place to be was her school library. She did not imagine that in her forties she would be speaking in front of school board members and traveling to Nashville to speak in front of senators and congressmen advocating for librarians, libraries and books. While at the capital, she learned of an unfortunate legislative update that was made and RCS’ recent rescinded ESL Resolution was quoted twice during a presentation in favor of a bill passing to deny education to undocumented students which left her frustrated, angry and embarrassed.

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

9. FINANCIAL MATTERS (TAB 2)

Fund 177 Fund Balance & Expenditure Approval

This amendment moves funds from account 34685-Committed for Capital Projects to account 91300-335-Maintenance & Repair Services-Buildings in the amount of \$1,635,468. This movement of money from fund balance will go fund the additional increase of \$84,442 to the high school LED lighting project and the additional increase of \$1,551,026 to phase one of Smyrna Elementary HVAC project. This part of a two-year project for SES that began this summer and allows RCS to do additional work before the next school year.

Motion made by Butch Vaughn and seconded by Frances Rosales, to amend the 2024/25 Capital Projects Budget, Fund 177, by reducing account 34685-Committed for Capital Projects and by increasing account 91300-335-Maintenance and Repair Services–Buildings in the amount of \$1,635,468 as presented.

**Vote: All yes
Motion passes.**

10. HUMAN RESOURCES (TAB 3)

I. ADVANTAGE xPO Renewal Agreement

Rutherford County Schools currently contracts with Advantage xPO for substitute teacher services. Advantage xPO will maintain their current contract and the bill rate will increase by \$.28 (28 Cents) per substitute daily obtained. This increase is due to an increase in the SmartFind Software profile rates.

Motion made by Frances Rosales and seconded by Tammy Sharp to approve the renewal of the Advantage xPO contract for substitute teacher services for the 2025-26 school year as presented.

**Vote: All yes
Motion passes.**

II. Contract renewal with MTSU Athletic Training Education Program to place graduate students at Rutherford County Schools with Rutherford County Schools Athletic Trainers to gain clinical experience.

Motion made by Butch Vaughn and seconded by Katie Darby, to approve the contract between Rutherford County Schools and Middle Tennessee State University Athletic Training Education Program as presented.

**Vote: All yes
Motion passes.**

11. LEGAL (TAB 4)

Annual Policy Review

TSBA's Board of Distinction Program recognizes school boards for their work. School boards that seek this designation must meet specified requirements in four key areas: planning, policy, promotion, and board development. One of the requirements is an annual review and maintenance of the entire policy manual.

Dr. Sullivan stated we have an upcoming Policy Committee Meeting on April 29th. This is part of our annual Policy Review which completes section 2 of the Policy Review requirement.

12. ENGINEERING AND CONSTRUCTION (TAB 5)

- I. LaVergne High School CTE Barn Request. The CTE department is requesting to purchase and place a 10' x 16' portable barn building for use by the CTE programs. The cost for this structure will not exceed \$10,000.00 and will be funded through the CTE department. Engineering and Construction has reviewed the request and has no objections.

Motion made by Tammy Sharp and seconded by Katie Darby, to approve the LaVergne High School 10' x 16' barn request as presented.

Vote: All yes

Motion passes.

- II. Painting Project: The School Nutrition department has been reviewing options to upgrade the appearance of the cafeteria serving line at Cedar Grove Elementary. The cost for this project is \$44,729.25 and will come from the fund balance and will not require additional funds. The Engineering and Construction department has reviewed the request and has no objection.

Motion made by Tammy Sharp and seconded by Butch Vaughn, to approve the Cedar Grove Elementary serving area upgrade as presented.

Vote: All yes

Motion passes.

- III. Rockvale High Baseball/Softball Metal Building Request: Principal Steve Luker is requesting to allow the baseball/softball team to build a 30'x 70' metal building for use as a batting facility for baseball and softball. The cost of the structure is \$18,759.00 and will be funded by the joint Booster Clubs. This request is at no cost to the Board. Engineering and Construction has reviewed the request and has no objection.

Motion made by Katie Darby and seconded by Caleb Tidwell, to approve the Rockvale High School's metal building request as presented.

Vote: All yes
Motion passes.

- IV. Siegel Middle Baseball Field name request: Principal Kim Stoecker is requesting to name the baseball field after former Coach Mike Tobitt. Coach Tobitt was the first baseball coach at Siegel Middle and spent countless hours starting the program and getting it to where it is today. Engineering and Construction has reviewed the request and has no objection.

Motion made by Butch Vaughn and seconded by Stan Vaught, to name the Siegel Middle School baseball field as presented.

Vote: All yes
Motion passes.

- V. Blackman Middle Fence Request: Principal, Dr. Jessica Jackson is requesting to replace the fence at a cost of \$8,000.00. The cost for this replacement will be from the baseball, softball and football accounts as well as \$1,000.00 from the school's general athletic fund. Engineering and Construction has reviewed the request and has no objection.

Motion made by Frances Rosales and seconded by Butch Vaughn, to approve the Blackman Middle fence request as presented.

Vote: All yes
Motion passes.

- VI. Brown's Chapel Elementary Eagle Scout Sunshade Project: Principal Christina Penny is requesting to partner with Eagle Scout, Skyler Grove on a project to install a sunshade on the walking track area of the school. The cost for this project will be donated by the Eagle Scout and at no cost to the Board. Currently the drawings and the structure connectors have not been provided to Engineering. Engineering has reviewed the project and has no objection to the location and intended use. However, due to potential wind loads, Engineering is requesting additional support documentation prior to final authorization. Engineering is supporting the request provided they receive additional information.

Motion made by Stan Vaught and seconded by Frances Rosales, to approve the Brown's Chapel Eagle Scout sunshade project as presented.

Vote: All yes
Motion passes.

- VII. Stewarts Creek High School Football Facility request: Principal Dr. Clark Harrell is requesting to begin the process of raising funds for building a football fieldhouse. The anticipated cost at this time is \$2,500,000.00 and will be funded through donations and fundraising. This includes paying for architect design plans. This request is at no cost to the Board. Engineering and Construction has reviewed the location and there are utilities in the general location. Approval from the local authorities will need to be granted before

moving forward, Engineering and Construction can assist in this process. Pending utility approvals, Engineering has no objection to the request.

Motion made by Katie Darby and seconded by Caleb Tidwell, to approve the Stewarts Creek High School Football facility as presented.

Vote: All yes
Motion passes.

13. BOOK REVIEWS (TAB 6)

Internal reviews for the following titles have been completed:

Motion made by Butch Vaughn and seconded by Caleb Tidwell, to remove all volumes of *Assassination Classroom* (V1-V8 & V11) by Yusei Masui.

All say aye.

Stan Vaught - No
Vote: Majority
Motion passes

1. *Catch 22* by Joseph Heller

Motion made by Frances Rosales and seconded by Claire Maxwell, based on the recommendation of media specialists to retain *Catch 22* by Joseph Heller in the 11th and 12th grade with parent opt-in.

Roll Call Vote:

Stan Vaught: Yes
Butch Vaughn: No
Katie Darby: No
Tammy Sharp: No
Caleb Tidwell: Present
Frances Rosales: Yes
Claire Maxwell: Yes

Vote: Majority
Motion failed.

For clarification purposes, *Catch 22* by Joseph Heller will be removed from library and/or classroom libraries; however, will still be available for use in AP (Dual Enrollment) classrooms.

2. *Perfect Chemistry* by Simone Elkeles

Motion made by Claire Maxwell and seconded by Stan Vaught, to retain *Perfect Chemistry* by Simone Elkeles in high schools.

Roll Call Vote:

**Tammy Sharp: No
Stan Vaught: Yes
Frances Rosales: Yes
Butch Vaughn: No
Caleb Tidwell: No
Katie Darby: No
Claire Maxwell: Yes**

**Vote: Majority
Motion fails.**

3. *Water for Elephants* by Sarah Gruen

Motion made by Caleb Tidwell and seconded by Butch Vaughn, to remove *Water for Elephants* by Sarah Gruen.

Roll Call Vote:

**Katie Darby: Yes
Frances Rosales: Yes
Stan Vaught: Yes
Butch Vaughn: Yes
Caleb Tidwell: Yes
Tammy Sharp: Yes
Claire Maxwell: Yes**

**Vote: All yes
Motion passes.**

4. *Yolk* by Mary H. K. Choi

Motion made by Stan Vaught and seconded by Claire Maxwell to retain *Yolk* by Mary H. K. Choi in high schools.

Roll Call Vote:

**Stan Vaught: Yes
Butch Vaughn: No
Katie Darby: No
Tammy Sharp: No
Caleb Tidwell: No**

Frances Rosales: Yes
Claire Maxwell: Yes

Vote: Majority
Motion fails.

14. FINANCIAL REPORT

Work Session: February financial report

Board Meeting: Next financial report will be presented at the end of March.

15. DIRECTOR'S UPDATE

Dr. Sullivan reported:

- Congratulations to James Evans, Chief Communications Officer, for being awarded Communicator of the Year at the Tennessee School Public Relations Association's Annual Conference
- TISA funded us last year for 50,751 (K-12). In October we were 50,890 and in February we were at 51, 586.

16. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Nothing new to report.

17. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

18. GENERAL DISCUSSION

Caleb Tidwell reminded everyone about the open invitation to Central Magnet's softball season opener tomorrow night. He thanked Dr. Sullivan, County Parks and Recreation and the Board for all working together in getting the field ready.

Frances Rosales talked about the "Read Across America" event and the wonderful experience she had reading to students at a few schools within our district. She said it's one of her favorite times of the year.

Claire Maxwell reminded everyone about the Board's Spring Retreat being held next week at Evins Mill on March 13th and March 14th.

Stan Vaught said tomorrow is Arbor Day and encouraged everyone to plant a tree. He and Mr. Vaughn have been visiting all the schools, and he asks everyone watching to call your local

principal/staff and offer to volunteer your time, donate to them, etc...we have phenomenal staff and incredible schools.

19. ADJOURNMENT

Motion made by Katie Darby to adjourn the meeting at 6:24 pm.

** Executive Session following the Board Work Session, March 4, 2025.*

Approval of Agenda Minutes

Claire Maxwell, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Rutherford County School Board Meetings and exact conversations are recorded and may be found at the following link: <https://www.youtube.com/playlist?list=PL7CB325821E536E8D>. Board Meeting minutes are provided as a supplement to the recording.

**Bid #3792 Security Gates
LaVergne High School**

Item #	Item Description	Kings Development Group	TJ Electrical	**The Gate Company
1	Gate 1. 4'x26' Black Vinyl	\$ 27,200.00	\$ 59,000.00	\$ 7,098.00
2	Gate 2. 4'x32' Black Vinyl	\$ 28,400.00	\$ 49,500.00	\$ 7,098.00
3	Gate 3. 4'x26' Black Vinyl	\$ 27,200.00	\$ 59,000.00	\$ 7,098.00
4	Add 2" Conduit	\$ 6,000.00	\$ 19,500.00	

Mailed to 18 vendors

**For Operators only

15 vendors did not respond

Recommend: Motion to award to Kings Development Group for overall lowest and best bid as shown.

To be funded through BP, CP, and GP Funds.

Bid # 3794 - Concrete Work

Item #	Description	Chris Whitaker	Pavement Restorations	Sessions Paving	Summit Concrete
1	Cost Pr. Sq. Ft from 0 -250 Sq. Ft.	\$ 12.00	\$ 25.00	\$ 30.00	\$ 12.00
2	Cost Pr. Sq. Ft from 251- 500 Sq. Ft.	\$ 9.50	\$ 15.00	\$ 25.00	\$ 10.00
3	Cost Pr. Sq. Ft from 501 Sq. Ft. and up.	\$ 8.50	\$ 12.00	\$ 23.00	\$ 9.00
4	Cost Pr. Sq. Ft. For demo of 0 - 6" of concrete/asphalt	\$ 5.00	\$ 5.00	\$ 15.00	\$ 4.00
5	Cost Pr. Sq. Ft. For demo of 7" and up of concrete/asphalt	\$ 8.00	\$ 10.00	\$ 20.00	\$ 7.00
6	Half day concrete pump	\$ 900.00	\$ 950.00	\$ 1,600.00	\$ 1,000.00
7	Full day concrete pump	\$ 1,800.00	\$ 1,850.00	\$ 3,200.00	\$ 1,000.00

Mailed to 15 vendors
11 vendors did not respond

Recommend: Motion to award to Summit Concrete for overall best bid. We are currently using Summit Concrete and have had no issues.

To be funded through CP, GP and SM Funds

Bid #3795 - Art Supplies and Equipment
Poplar Hill Elementary

Item #	Description	Blick Art	Mid-South Ceramic	*Nasco	Pyramid School	Quill	S & S Worldwide	Schools In	School Specialty
1	Rectangle Activity Tables - 30"x72" (SAH)						\$ 505.38	\$ 270.56	\$ 217.74
2	Skutt KMT-1227-3 Kiln, 208 Volts, 3-Phase with Touchscreen Control	\$ 5,350.00	\$ 6,125.00	\$ 5,463.18				\$ 7,359.76	\$ 4,907.65
3	Furniture Kit for Skutt KMT-1227-3 Kiln	\$ 1,050.00	\$ 800.00	\$ 969.67				\$ 1,207.32	\$ 846.45
4	AMACO Pointed Stilt Kit, Set of 60		\$ 215.00	\$ 96.76					\$ 172.00
5	AMACO Pointed Stilt Kit, Set of 30		\$ 122.00	\$ 47.60					\$ 97.60
6	Shimpo VL Whisper 1/2 HP Pottery Wheel	\$ 1,749.00	\$ 1,840.00	\$ 2,112.92				\$ 1,950.00	\$ 1,753.15
7	Diversified Woodcrafts Clay Wedging Table 60x30x30 inches, Maple	\$ 1,293.57		\$ 973.62				\$ 1,213.54	\$ 1,236.86
8	AWT Rack it Drying and Storage Rack, 38-1/2 x 32 x 69 Inches, 50 Shelf			\$ 4,161.58				\$ 6,097.44	\$ 3,460.38
9	Premier StakCut Wood Base Trimmer, 24 inch cut, 30 sheet capacity	\$ 361.29		\$ 320.00				\$ 667.60	\$ 351.51
10	Logan Artist Simplex Elite 750-1 Mat Cutter, 40 inch capacity	\$ 389.92		\$ 416.40				\$ 546.00	\$ 437.19
11	Artograph LightPad 940 LX Light Box, 12x17 Inches	\$ 149.36		\$ 179.96				\$ 242.68	\$ 160.58
12	Sax Double Sided Self-Portrait Mirror, 8.5x11	\$ 14.83		\$ 14.20				\$ 22.88	\$ 7.99
13	Jack Richeson Wooden Male Manikin	\$ 4.78		\$ 5.12	\$ 10.95	\$ 24.30			\$ 5.29
14	Jackson Richeson Boxwood Modeling Tool Set, 6 inches, Set of 72	\$ 57.13		\$ 52.20	\$ 89.95				\$ 50.71
15	Elmer's CrayonPro Electric Crayon Sharpener with Cleaning Brush			\$ 56.60	\$ 51.95	\$ 36.47		\$ 53.78	\$ 53.71
16	School Smart 6-hold Electric Sharpener, 7x4.5x7-3/8 Inches, Black/Silver	43.41		\$ 48.28	\$ 38.95	\$ 29.74		\$ 66.63	\$ 26.79

Mailed to 20 vendors

*Free shipping on orders over \$199.00

12 vendors did not respond

Recommend: Motion to award to lowest and best bid as highlighted in the above spreadsheet.

To be funded through Building Program and General Purpose Funds.

Bid #3796 - Calculators

Item #	Description	EAI Education	Quill	Staples Contract	The Bach Company	Ward's Science
1	TI-84 Plus Graphing Calculator	\$ 102.27	\$ 102.80	\$ 124.97	\$ 102.80	\$ 127.73
2	TI-84 Plus CE, EZ-Spot Graphing Calculator	\$ 121.96		\$ 147.13	\$ 122.59	
3	TI-84 Plus CE EZ-Spot, Teacher pack (set of 10)	\$ 1,279.08	\$ 1,261.96	\$ 1,791.83	\$ 1,285.56	\$ 1,535.79
4	TI-84 Plus CE Charging Station	\$ 61.43	\$ 75.54	\$ 85.90	\$ 65.30	\$ 79.89
5	TI-84 Plus CE EZ-Spot Graphing Calculator Bundle	\$ 4,230.00				
6	TI-89 Titanium Calculator			\$ 156.80		\$ 152.92
7	TI CBR2 motion sensor	\$ 89.95		\$ 116.84	\$ 90.07	\$ 100.72
8	TI CBL2 system	\$ 160.67			\$ 160.84	\$ 180.36
9	TI-Nspire CX Navigator System (10 user)	\$ 1,118.50			\$ 1,116.45	
10	TI-Nspire CX Navigator System (30 user)	\$ 1,942.18			\$ 1,948.13	\$ 2,290.96
11	TI-Nspire CXII Calculators, EZ-Spot	\$ 129.12		\$ 155.74	\$ 131.80	
12	TI-Nspire CX II Calculators EZ-Spot Teacher Pack (10)	\$ 1,403.45			\$ 1,403.53	\$ 1,625.87
13	TI-Nspire CX II CAS Graphing Calculator	\$ 131.85		\$ 158.80	\$ 132.36	\$ 153.06
14	TI-Nspire CX II CAS Teacher Pack (10 units)	\$ 1,429.05		\$ 1,925.09	\$ 1,429.25	\$ 1,636.31
15	TI 30XS Multiview EZ-Spot Calculator	\$ 13.18		\$ 14.90	\$ 13.22	\$ 165.66
16	4 Function Calculator w/ square root (TI-503)	\$ 2.92	\$ 3.33	\$ 3.29	\$ 2.94	

Mailed to 99 vendors

"No Bid" received from Fisher Scientific and School Specialty

92 vendors did not respond

Recommend: Motion to award to lowest and best bid as highlighted in above the spreadsheet.

To be funded through GP, FP, and individual schools.

Bid #3797
Floor Machines and Repair

Item #	Description	American Paper & Twine	Buckeye Cleaning Center	Global Equipment Company	Jan-Worx	Kelsan	Kentucky Cleaning Solutions	ODP Business Solutions
1	Buffer	\$ 759.99	\$ 731.45	\$ 1,069.79	\$ 1,050.00	\$ 736.47	\$ 1,185.00	\$ 855.03
2	High Speed Burnisher	\$ 1,062.99	\$ 870.25	\$ 1,140.56	\$ 1,300.00	\$ 875.00	\$ 1,560.00	\$ 1,147.98
3	Vacuum Cleaner Wet/Dry Industrial	\$ 679.99	\$ 675.60	\$ 507.88	\$ 460.00	\$ 680.50	\$ 1,265.00	\$ 763.86
4	Squeegee (to go with item #3)	\$ 21.99	\$ 60.00	\$ 237.19	\$ 210.00	inc	inc	inc
5	Vacuum Cleaner Upright 12"	\$ 124.99	\$ 224.66	\$ 260.89		\$ 125.00	\$ 209.00	\$ 271.06
6	Carpet Machine	\$ 1,799.99	\$ 1,762.74	\$ 2,856.89	\$ 2,400.00	\$ 1,768.18	\$ 2,703.00	\$ 1,945.38
7	Scrubber - Tomcat Carbon	\$ 6,299.99	\$ 6,725.25	\$ 5,296.71	\$ 9,600.00	\$ *\$9,742.40	\$ 8,629.00	\$ 7,184.81
8	USH Burnisher	\$ 3,999.99	\$ 3,625.00			\$ 3,994.44	\$ 6,727.00	\$ 10,371.38
9	ProTeam-Super Coach Pro 10	\$ 414.99	\$ 390.46	\$ 273.67	\$ 425.00	\$ 459.00	\$ 530.00	\$ 579.39
10	Intercept Micro Filter Bag (to go with item #9)	\$ 13.99	\$ 20.13	\$ 19.42	\$ 15.00	\$ 16.07	\$ 33.00	\$ 20.00
11	14" Hard Surface Tool with Nylon Brush (to go with item #9)	\$ 45.99	\$ 47.18			\$ 48.55	inc	inc
12	Tennant T1 Micro Scrubber	\$ 4,399.99	\$ 2,837.25	\$ 2,094.06		\$ *3,438.07	\$ 2,050.00	\$ 2,951.46
13	30" Sidewinder	\$ 7,299.99	\$ 7,147.50			\$ 7,679.35	\$ 8,950.00	
14	Heavy Duty Strip brush (to go with item #13)	\$ 206.99	\$ 205.45			\$ 177.50	inc	
15	Aztec Floor Solution Applicator 36" for chemicals, finishes, and waxes	**\$999.99	**\$2,216.67			\$ 2,335.29	\$ 1,985.00	
16	Floor Stripping Solution Retriever	**\$679.99	**\$675.60			\$ 1,876.47	\$ 2,563.00	
17	TomCat Mini-Mag 20" Floor Scrubber	\$ 3,999.99	\$ 4,650.00	\$ 4,855.24		\$ *\$7,857.70	\$ 4,875.00	\$ 4,837.19
18	Equipment Repair							
a.	Hourly Rate for Service Repairs	\$ 85.00	\$ 85.00			\$ 75.00		
b.	Percentage Off Catalog For Parts	10%	25%	10%		10%	10%	
c.	Travel Time Rate	\$85.00 plus .65 per mile over 50	\$ 85.00			\$ 50.00		

Mailed to 35 vendors
28 vendors did not respond

*Maintenance would like to keep Tomcat and Tennant brands. They stock replacement parts for these.
**Both pieces are bought together and these items are not as specified.

Recommend: Motion to award to lowest and best bid as highlighted in the above spreadsheet.

To be funded through the BP, GP, Maintenance, and Individual Schools.

Bid #3798- Technology and Multimedia Equipment

Item Number	Part Number	Description	CDW-G	Danmark Technologiesl	Encore Technology	Howard Technologies	NSAV Inc.	Pyramid School Products	Scott Electric	Virtucom
Epson Projectors & Accessories										
1	V11HA03020	Epson PowerLite 118 LCD Projector	\$ 452.00	\$ 481.44	\$ 514.62	\$ 430.00				\$ 478.00
2	V13H010L97	Epson PowerLite 107,108 & 118 Replacement Lamp	\$ 62.00	\$ 67.55	\$ 66.37	\$ 61.00	*\$54.00	\$ 65.99	\$ 66.00	\$ 69.95
3	V13H010L88	Epson PowerLite 98H Replacement Lamp	\$ 105.00	\$ 103.75	\$ 106.32	\$ 108.00	\$ 62.00	\$ 65.99	\$ 51.00	
4	V13H010L80	Epson BrightLink 585Wi Replacement Lamp	\$ 145.00	\$ 87.95	\$ 100.53	\$ 95.00	*\$54.00	\$ 65.99	\$ 54.00	
5	V13H010L91	Epson BrightLink 685Wi Replacement Lamp	\$ 69.00	\$ 70.86	\$ 73.24	\$ 67.50	*\$54.00	\$ 65.99	\$ 62.00	\$ 79.99
6	V12H467020	Epson Active Wall Speakers ELPSP02	\$ 121.00	\$ 175.96	\$ 175.59	\$ 121.50				\$ 181.00
Logitech Products										
7	920-008671	Logitech MK540 Keyboard & Mouse Combo	\$ 42.00	\$ 56.63	\$ 46.99	\$ 40.00				\$ 49.20
8	980-000802	Logitech Z150 2-Piece Speaker System	\$ 23.00	\$ 30.07	\$ 28.20	\$ 23.00				\$ 27.58
9	981-000014	Logitech H390 USB Headset	\$ 23.00	\$ 25.86	\$ 23.50	\$ 23.00				\$ 24.99
10	960-001257	Logitech C920s Pro HD Webcam	\$ 55.50	\$ 65.79	\$ 65.80	\$ 58.00				\$ 63.00
11	960-001381	Logitech C270 HD Webcam	\$ 72.00	\$ 27.39	\$ 28.20	\$ 23.50				\$ 27.90
Document Cameras & Display Items										
12	V12H758020	Epson DC-21 High Resolution Document Camera	\$ 450.00	\$ 511.00	\$ 515.02	\$ 433.00				\$ 484.00
13	DC132U	Lumens DC132U Ladibug Document Camera	\$ 175.00	\$ 219.00	\$ 226.23	\$ 160.00				
Printers & Scanners										
14	403X0A#B1H	HP OfficeJet Pro 9125e Multi-Function Inkjet	\$ 175.00	\$ 267.86		\$ 240.00				\$ 261.00
15	5A0S1A#B1H	HP OfficeJet Pro 9110b Inkjet	\$ 135.00	\$ 136.71		\$ 163.00				\$ 167.00
16	B11B250201	Epson WorkForce DS-870 Scanner	\$ 695.00	\$ 887.50	\$ 910.51	\$ 849.00				\$ 875.00

Bid #3798- Technology and Multimedia Equipment

Item Number	Part Number	Description	CDW-G	Danmark Technologiesl	Encore Technology	Howard Technologies	NSAV Inc.	Pyramid School Products	Scott Electric	Virtucom
Laptop & iPad Carts										
17	CS-1610-BL	Jar Systems Essential 16 Charging Station	\$ 1,250.00	**\$413.00	**\$401.61	\$ 513.00				
18	A12USBCPBYL w/ 3x CODL-C11	Jar Systems Adapt12 Charging Station w/ Portable Batteries & Dell Emulator Cables	\$ 1,795.00	\$ 1,946.65	\$ 1,800.61	\$ 1,790.00				

Mailed to 99 vendors

*Vendor bid alternate manufacturer - Technology prefers OEM for bulbs

91 vendors did not respond

**If purchasing only 1 system shipping is included with Encore. If ordering multiples, use Danmark which includes shipping.

Recommend: Motion to award to lowest and best bid as highlighted in the above spreadsheet.

To be funded through GP, FP, BP and Individual Schools.

MEMORANDUM

DATE: March 7, 2025
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was expelled for possession of a THC vape.

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

Director of Schools' Recommendation: Deny.

RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

Job Title: Supervisor of Teach Now Specialists

Term of Employment: Certified, 12 Months, Full-time

Immediate Supervisor: Coordinator of New Teacher Programs and Recruitment

POSITION DESCRIPTION:

The job of the Supervisor of Teach Now Specialists was established for the purpose of performing managerial, professional, technical, and analytical duties in support of the District's teacher preparation and retainment goals. Responsibilities include maintaining data collection for reporting compliance and the training of RTN Specialists for teacher preparation in accordance with the guidelines of State Board rules, policies, and procedures as well as applicable state and federal laws and regulations.

This job reports to the Coordinator of New Teacher Programs and Recruitment.

ESSENTIAL FUNCTIONS:

- Oversee the Teach Now Educator Preparation Program (EPP) as a dedicated supervisor, providing guidance and support to EPP specialists.
- Conduct training sessions for EPP specialists, ensuring they are well-versed in program policies, procedures, and best practices.
- Monitor the progress of EPP specialists and offer constructive feedback to enhance their professional development.
- Establish and maintain effective communication channels with school principals and instructional coaches to facilitate seamless collaboration.
- Work closely with school leadership to address any concerns, provide updates on program initiatives, and gather feedback for continuous improvement.
- Serve as the primary point of contact for prospective candidates interested in the Teach Now EPP program.
- Respond promptly to inquiries, providing detailed information about program requirements, application procedures, and other relevant details.
- Keep detailed records of transcript evaluations, appeal processes, maintaining accuracy and consistency in the review process.
- Collaborate closely with the current Coordinator of New Teacher Programs and Recruitment to strengthen the overall effectiveness of teacher preparation initiatives.
- Support the coordinator in conducting training and PD for District staff on best practices when working with alternative licensure teachers, fostering a positive and supportive learning environment.
- Provide insights and recommendations based on Teach Now program experiences to enhance the onboarding process and support systems for new teachers.

- Assist in recruitment efforts by sharing valuable insights into the program's strengths and benefits, helping attract high-quality candidates to the alternative licensure pathway.
- Ensure that the Teach Now program adheres to county regulations, state guidelines, and industry standards.
- Stay updated on changes in education policies and make necessary adjustments to the program to remain compliant.
- Generate reports as needed to assess program effectiveness, identify areas for improvement, and track the success of program participants.
- Stay informed about trends and innovations in educator preparation to ensure the Teach Now program remains at the forefront of educational excellence.

WORKING ENVIRONMENT:

Generally, the job requires 70% sitting, 10% walking, and 20% standing.

Physical Requirements: occasional lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity.

Up to 25% travel may be required to support teacher preparation activities

QUALIFICATIONS:

Minimum experience: Job related experience in teacher support and preparation

Minimum education: TN teaching license with Master's or Doctorate (Ed.D. or Ph.D.) in Education, Curriculum & Instruction, Educational Leadership, or a related field

The ideal candidate will have the following education, experience, skills, knowledge, abilities and/or competencies:

- Knowledge of curriculum development, adult learning theories, pedagogy, and assessment strategies.
- Knowledge of state and national teaching standards (e.g., InTASC, Praxis)
- Knowledge of higher education policies, faculty development, and student support services
- Knowledge of accreditation standards and compliance (e.g., CAEP, state licensure requirements)
- Ability to evaluate and enhance faculty performance through feedback and professional development
- Ability to lead and manage faculty teams effectively
- Ability to function well in a high-paced and at times stressful changing educational landscape.
- Ability to adapt to changing work priorities; communicate with diverse groups; and work as part of a team.
- Skill in reviewing and interpreting highly technical information and data and drawing meaningful conclusions.
- Skill in setting goals and objectives.
- Skill in problem determination and resolution.
- Ability to review data and create/develop and maintain accurate reports.
- Ability to plan, implement, evaluate, and advocate for high-quality educator training program services.
- Ability to establish, implement, and/or modify policies and procedures within established guidelines.
- Ability to present content to colleagues, potential candidates, community organizations, and other stakeholders.
- Ability to use judgment in interpreting and applying procedures and precedents to specific cases.
- Ability to lead and/or coordinate the work of others, as assigned.

REAL ESTATE PURCHASE AGREEMENT
(5405 Lee Road, Smyrna, TN)

THIS AGREEMENT is made as of the _____ day of _____, 2025 ("Effective Date"), between Gerald B. Lee, II, individually and Gerald B. Lee, II as conservator for Evelyn Johns Lee (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase a parcel of real property consisting of approximately 161.7 acres located at 5405 Lee Road, Smyrna, Rutherford County, Tennessee, as generally shown on Exhibit "A", being Tax Map 051, Parcel 01800, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE, PAYMENT, SURVEY

1.1 Purchase Price; Payment. The total Purchase Price shall be calculated at a price of Eighty Thousand Dollars (\$80,000) per surveyed acre of the Property based on a new survey to be obtained by Buyer. The Purchase Price shall be paid in cash at closing.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Ten Thousand Dollars (\$10,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.

1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

(a) Seller shall pay:

- (1) For the costs to prepare the Warranty Deed; and
- (2) Seller's attorneys' fees.

- (b) Buyer shall pay:
- (1) Any transfer taxes on the deed;
 - (2) The costs of the title insurance;
 - (3) The costs of any Phase I environmental site assessment to be obtained by Buyer, if any;
 - (4) The costs of a Survey of the Property;
 - (5) The costs of recording the deed; and
 - (6) Buyer's attorneys' fees.

2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer will restore Seller's property to a clean and level condition after any studies, testing or inspections Buyer has performed on the Property, and shall repair any damage caused by said studies, testing or inspections. Seller shall cooperate with and assist Buyer in making such inspections and reviews. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement. Buyer shall have the option to extend the Inspection Period for two (2) thirty (30) day periods by providing written notice to the Seller prior to the expiration of the then Inspection Period.

2.2 Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to proceed with closing under this Agreement, which election shall be made by written notice to proceed to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice to proceed is timely given to Seller, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder. If Buyer terminates, Buyer shall provide Seller copies of any surveys, studies, inspections, or testing Buyer has

had performed on the Property, but the same shall be provided without warranty and the Buyer cannot verify the accuracy of any such surveys, studies, inspections, or testing.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the end of the Inspection Period as extended.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property.

3.2 Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

3.3 Environmental Matters. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.

(c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.

(d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.

(e) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title

insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and

(3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

6.3 Contingency Related To Conservatorship and Completion of Family Transfer. The obligations of Buyer and Seller hereunder are contingent upon approval of the sale of the Property hereunder by the Probate Court of Davidson County, Tennessee in the conservatorship of Evelyn Johns Lee and the completion of the conveyance of the Property to the Seller ("Family Contingencies"). Seller agrees to undertake diligent efforts to satisfy the Family Contingencies. Seller agrees to file a motion seeking approval of the sale hereunder by the Probate Court of Davidson County, Tennessee in the Conservatorship of Evelyn Johns Lee within fifteen (15) days of the full execution of this Agreement by Buyer and Seller. If the Family Contingencies are not satisfied after diligent efforts have been made to satisfy the same, Buyer or Seller may terminate this Agreement by written notice to the other party in which case the Earnest Money Deposit shall be fully refunded to Buyer.

7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; or (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach..

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). *BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.*

8. MISCELLANEOUS

8.1 Commissions.

8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller:

Gerald B. Lee, individually and as Conservator
102 HAWKINS DR
MURFREESBORO TN 37128
Telephone: 615-477-9033
Email: _____

With a copy to
Seller's Counsel:

As to Buyer: Rutherford County Board of Education
Attn: James Sullivan
2240 Southgate Blvd.
Murfreesboro, TN 37128

With a copy to
Buyer's Counsel: Jeff Reed
16 Public Square North
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Facsimile: (615) 849-2135
Email: jreed@mborolaw.com

With a copy to
Escrow Agent:
(if required) Hudson, Reed & Christiansen, PLLC
16 Public Square North
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

8.3 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend, state holiday, or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.4 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.5 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.6 Removal of Personal Property, Vehicles, and Equipment. Seller shall have one hundred and eighty (180) days after Closing to remove any personal property, vehicles and equipment Seller wishes to retain from the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By: _____
Name: _____
Title: Chairman

"SELLER"

Gerald B. Lee II
GERALD B. LEE II, as conservator for Evelyn Johns Lee

Gerald B. Lee II
GERALD B. LEE II

JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.

2. Indemnity. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

5. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC

By: _____
Its Authorized Agent

Date: _____

Estimated Unit Price for 12" Water Main, including all appurtenances	\$ 200.00	per foot	
Estimated Engineering Costs	\$ 12.00	6% of construction cost	
Estimated Inspection Costs	\$ 5.00	per foot \$500 per 100' of pipe	
Estimated Easement Costs	\$ 10.00	per foot for the temporary and permanent easements themselves	
Subtotal	\$ 227.00		
Project Administration Fee	\$ 11.35	5% of the above subtotal	
Subtotal	\$ 238.35		
Overall Contingency	\$ 23.84	10% of the above subtotal	
Project Cost (excluding esmt. acq. & construction inspection)	\$ 262.19	per foot	

Prepared by: Alan Stuemke
Date: 2/22/2024
Updated: 8/1/2024

Breakdown By Areas Involved:

195.4	Area A
485.2	Area B
276.7	Area C
404.9	Area D

1362.2 Grand Total of the area this water main will supply with increased flow

(acres)

46.0	Cooks Lane 1
40.5	Cooks Lane 2
50.7	Weekly Lee Rd (incl Ph 3)
160.7	Potential Additional Site

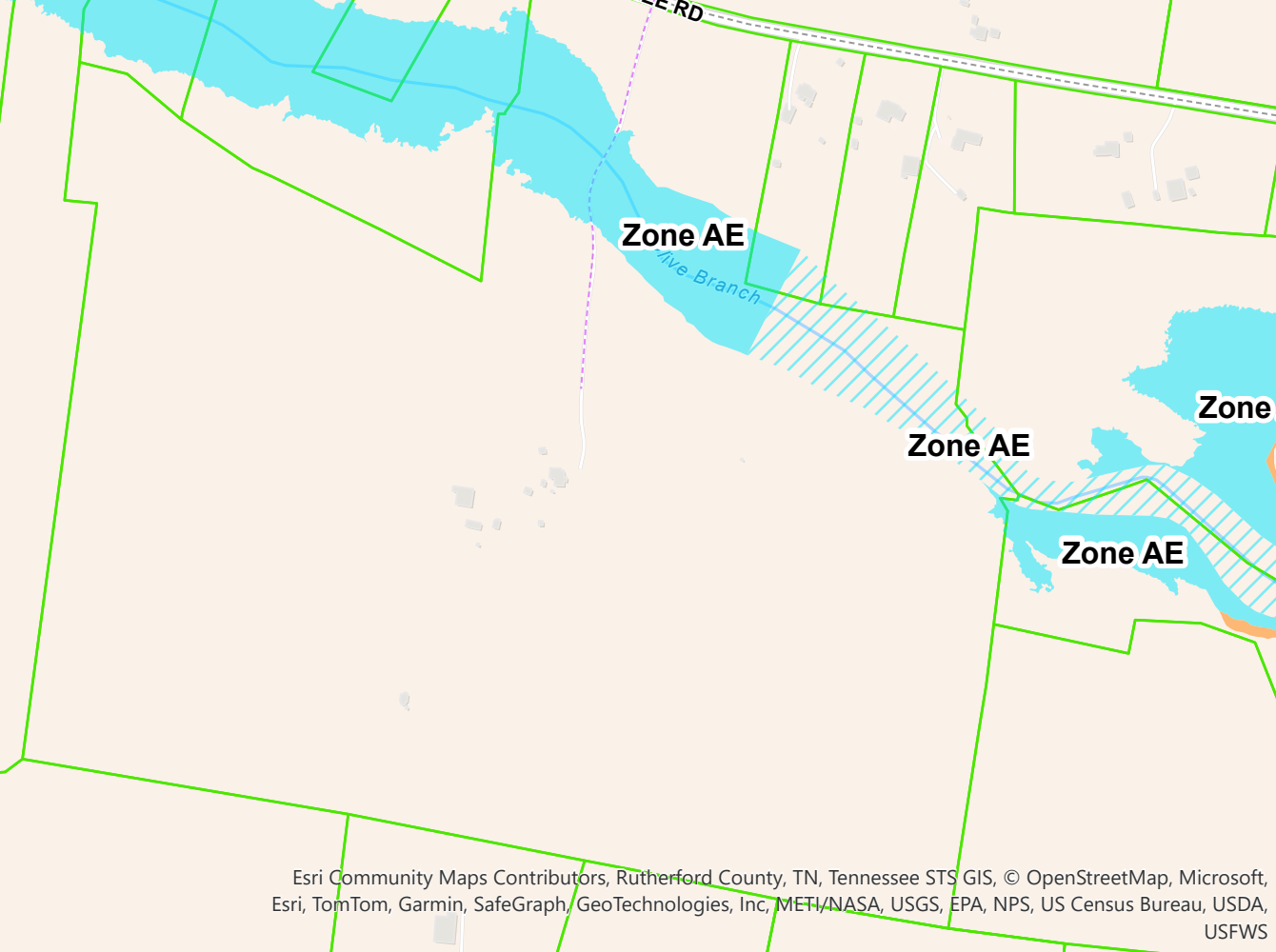
% of Grand Total	% of Area B	% of Area C	% of Area D	% of Areas C & D
3.4%	9.5%	N.A.	N.A.	N.A.
3.0%	8.3%	N.A.	N.A.	N.A.
3.7%	N.A.	18.3%	N.A.	N.A.
11.8%	N.A.	N.A.	39.7%	23.6%

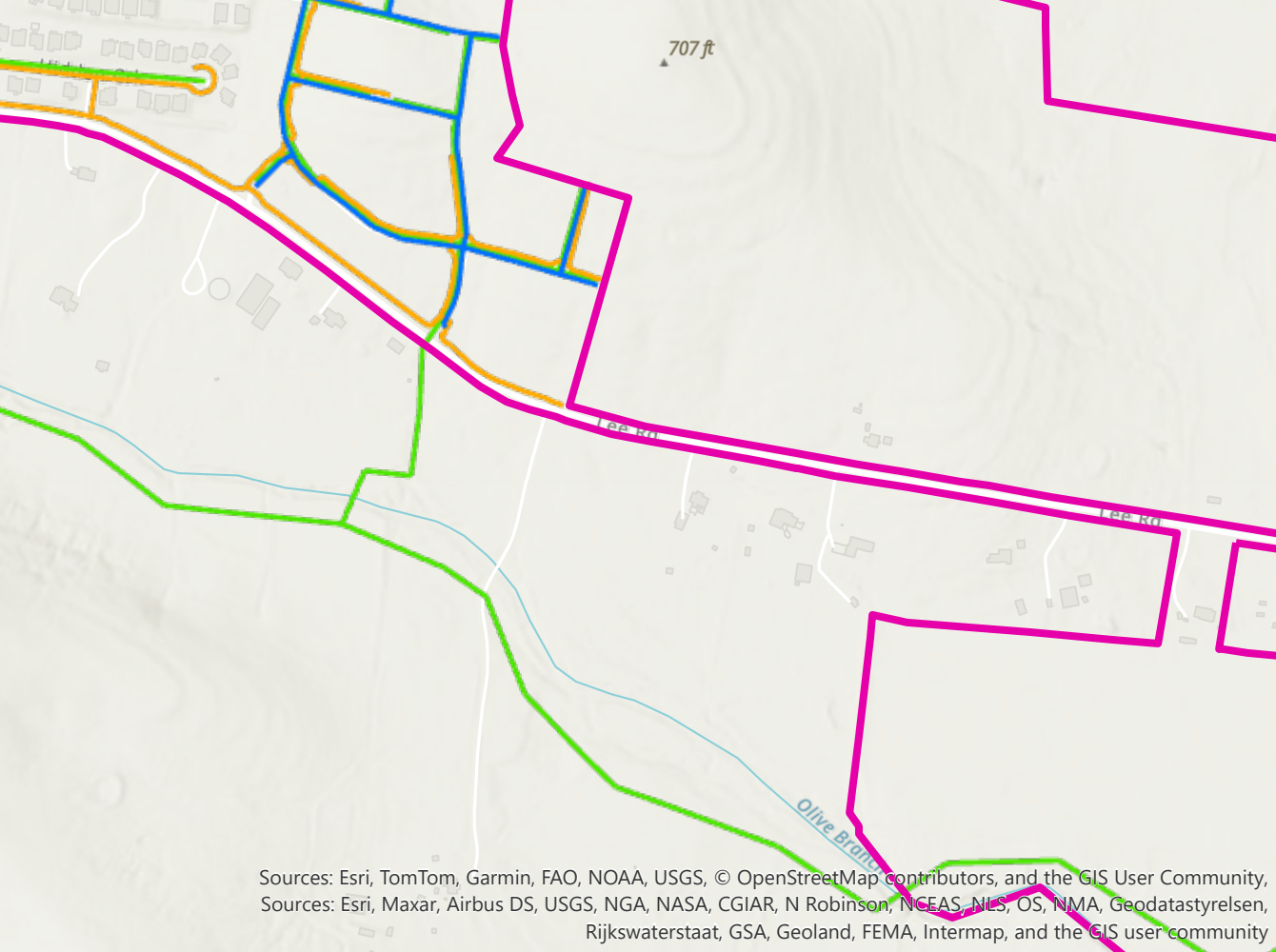
CUD = Grand Total less the developments 1064.3

78.1%

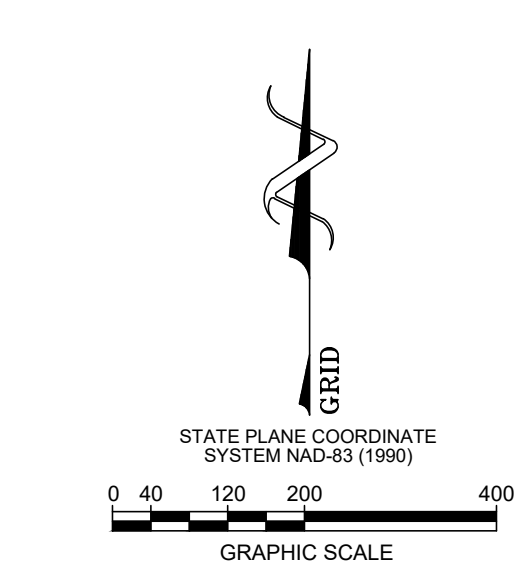
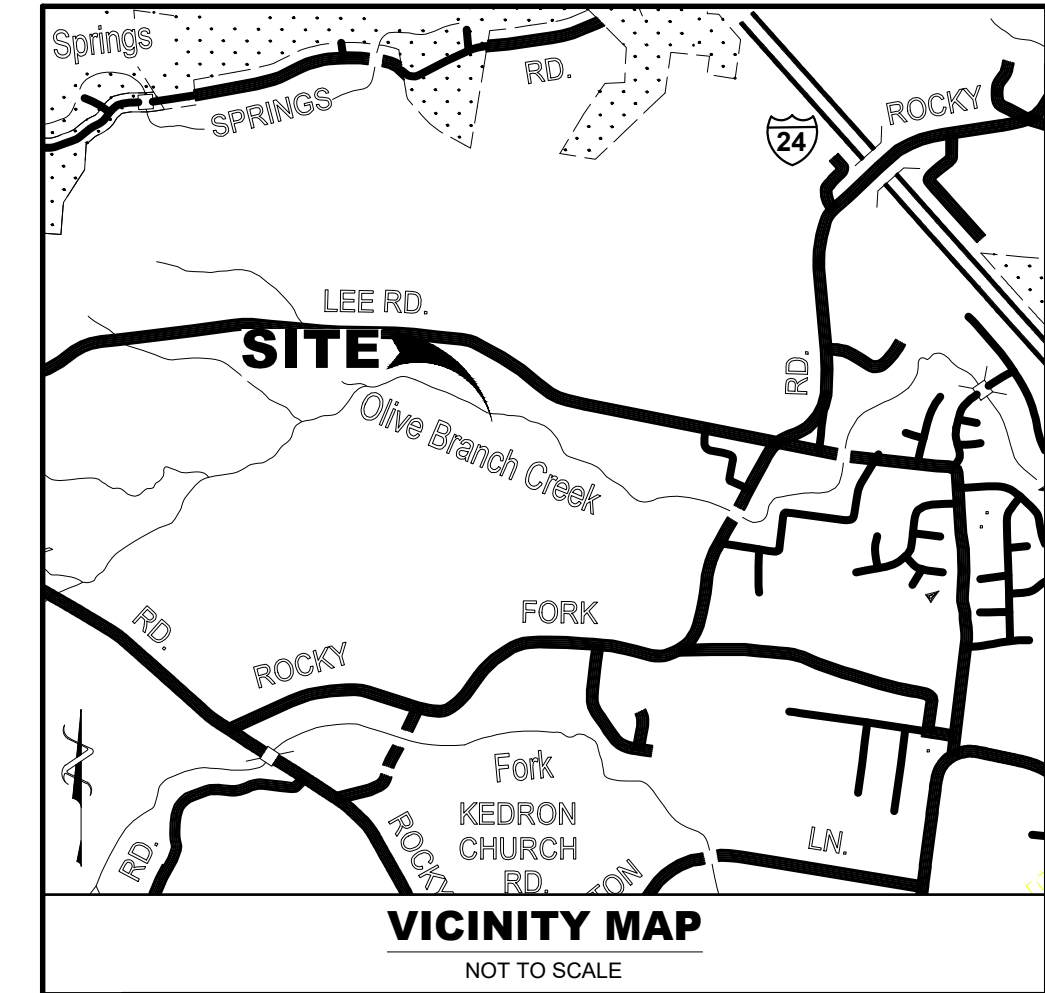
	Feet	Total Project Cost	Cooks Lane 1	Cooks Lane 2	Weekly Lee Rd	Potential Add'l Site	CUD	verify if 100%
Water Main Segment 1: The Length Serving ALL Areas	2,900	\$ 761,000	\$ 25,700	\$ 22,600	\$ 28,300	\$ 89,800	\$ 594,600	100%
Water Main Segment 2: The Length Serving Area B ONLY	1,500	\$ 394,000	\$ 37,000	\$ 33,000	\$ -	\$ -	\$ 324,000	100%
Water Main Segment 3: The Length Serving Areas C & D	4,400	\$ 1,154,000	\$ -	\$ -	\$ 211,000	\$ 272,000	\$ 670,000	100%
Water Main Segment 4: The Length Serving Area D ONLY	6,200	\$ 1,626,000	\$ -	\$ -	\$ -	\$ 645,000	\$ 981,000	100%
Totals	15,000	\$ 3,935,000	\$ 62,700	\$ 55,600	\$ 239,300	\$ 1,006,800	\$ 2,569,600	

Total Number of Proposed Lots	145	120	147	This is reportedly increasing from 119 to 145.
Cost per Lot	\$ 432	\$ 463	\$ 1,628	





Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community,
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen,
Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



SITE LAYOUT

NEW MIDDLE AND HIGH SCHOOL

LEE ROAD

SMYRNA, TN, 37167

DATE	DESCRIPTION

Chris Lafferty
Principal



Christiana Elementary School

3/6/2025

Trey Lee,

We were granted a partial grant from the Richard Siegel Foundation for the Asher Sullivan Memorial project. Part of the project is to put a half-court on the playground with the "Asher Star". We have been in contact with SRM and Summit Concrete since back in June. Most of the materials have been donated. We are funding the remaining \$7,250 through our basketball account 6001.0305.

We are also placing a memorial bench/sign outside of the gym entrance. The materials and labor for this part of the project have been donated by Heavenly Creations Landscaping. (Disregard the \$25,432 as this will not be included.)

I am asking for approval for SRM/Summit to begin the process and for permission to start the installation of the sign. Summit Concrete did mention that they might be able to assist with the memorial patio if we need them to. I have attached their bid.

Chris Lafferty

Principal, Christiana Elementary School



Summit Concrete
1784 W Northfield Blvd #342
(615) 295-4547
www.summitconcretetn.com

Proposal #6995
Created: 07/15/2024
From: X-Phillip Mullins

Proposal For

Christianas Elementary

Christiana , TN

main: 615-896-0614
haslamt@rcschools.net

Location

4701 Shelbyville Pike
Christiana, TN 37037

Slab

Terms

Commercial - 15 Day Terms

ITEM DESCRIPTION

AMOUNT

A) Broom Finish - Description of Work

\$ 8,750.00

Estimate includes labor for concrete slab.

SRM to supply gravel and concrete.

B) Discount

- \$ 1,500.00

"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10

TOTAL

\$ 7,250.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Amount Enclosed: _____

Check #: _____

Date: _____

Sales Reps

X-Phillip Mullins



WE LOOK FORWARD TO WORKING WITH YOU!!!



TERMS AND CONDITIONS

RESIDENTIAL DEPOSIT & PAYMENT TERMS-50% deposit & signed estimate holds customers spot on Summit Concrete LLC's schedule. Full payment due upon receipt of final invoice (Decorative jobs are 50% deposit, 40% paid when concrete is poured, & remaining 10% owed upon completion of staining & sealing). Summit Concrete LLC requests that all payments be mailed in a matter as to meet the above payment terms. Payment via credit card may be made via Quickbooks. A 3% processing fee will be added to all invoices if payment is made using these terms. Processing fee will be waived if payment is made via mail through check or cash. Please advise a Summit Concrete LLC representative in writing (mail or email) within 7 days from receipt of invoice if there are areas of finished work that customer feels is outside the acceptability standards of the concrete industry. If Summit Concrete LLC does not receive notice within 7 days, it is understood that the work is accepted as is.

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1784 W Northfield Blvd Suite 342
Murfreesboro, TN 37129

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WE PROPOSE-hereby to furnish material & labor, unless otherwise noted, complete in accordance with the above specifications & below terms.

CHANGE ORDERS-Any alteration, deviation, addition from above estimate will be charged per applicable Summit Concrete LLC pricing & full payment due upon receipt of final invoice.

NOT RESPONSIBLE-for any underground wiring, plumbing, property survey, or permits.

BACKFILL-Summit Concrete recommends customer to backfill against concrete immediately following removal of forms to avoid gravel washing out & leaving voids under finished product.

PROPERTY DAMAGE RELEASE-Our company will do its best to minimize landscape, yard, & property damage, but owner understands that we assume no liability for damage to said property.

PROPERTY ACKNOWLEDGEMENT RELEASE-customer acknowledges & releases the use of pictures of our work on your property for Summit Concrete LLC's use in marketing.

INSURANCE-Our company & workers are fully insured (workmen's compensation, general liability, automobile liability)

CONCRETE-There is a risk of some imperfection in the color & finish of concrete. Shade variations of cement & aggregate plus variations in the volume of water, the addition of admixtures & other additives may have an effect on the final color & finish. Some areas of imperfections that could occur are included in a list below. This list is not all inclusive, but highlights many items that are industry standard acceptable. Please advise a Summit Concrete LLC representative in writing (mail or email) within 7 days from receipt of invoice if there are areas of finished work that customer feels is outside the acceptability standards of the concrete industry. If Summit Concrete LLC does not receive notice within 7 days, it is understood that the work is accepted as is.

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- Small rock pops
- Small holes
- Small areas of exposed aggregate
- Areas of inconsistent brooming
- Small dips that potentially hold small amounts of water
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- Difficult to reach areas around pipes, stairs, up against house that have holes or aren't finished perfectly

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CONTROL JOINTS-Concrete is a construction material that consists of cement, aggregate (generally gravel & sand), water, & admixtures. During the curing process of the concrete, it will shrink as it dries. Concrete will shrink on average of 1/16 inch for every 10 linear feet. To minimize the cracks we will make sure base is solid/ compacted, add reinforcement if necessary, & add proper control joints to encourage the concrete to crack at predetermined locations. Even with all of this the concrete could develop random cracks all on its own outside of these control joints.

ACCEPTANCE OF PROPOSAL-The above prices, specifications, & conditions are satisfactory & are accepted. By allowing Summit Concrete LLC to proceed with work, you agree to these terms (signature not necessary). Quotes are valid for 30 days.



Chuck Akers - Owner

Chuck was born and raised in Murfreesboro, Tennessee. Chuck has worked for locally owned businesses his entire career before setting out to begin his own business in 2015. Quality and customer satisfaction are two of the most important aspects of Summit Concrete. With a business degree from Middle Tennessee State University, Chuck is qualified to meet any expectation and budget. As a former Blue Raider baseball player, Chuck can often be found watching a ballgame and enjoying the local Murfreesboro Community. Summit Concrete and Chuck are excited about earning your business.

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Chuck and Phillip

Our team is your team. When you have a vision, you need the best people driving your mission forward and making it into a reality. You want people that can work together to create, engineer, and execute. Summit Concrete of Murfreesboro Tennessee would love to meet you and begin earning your loyalty. When you call Summit Concrete for an estimate you will see one of these two amazing men. They are the best in the business and can assist you in putting your backyard dreams together. We will come evaluate any job, but our most popular are; patios, sidewalks, driveways, pool decks, steps, hot tub pads, slabs, and anything and everything decorative concrete!

Call us today for your free estimate [615-295-4547](tel:615-295-4547).

"Each one should use whatever gifts he has received to serve others, as faithful stewards of God's grace in its various forms." 1 Peter 4:10

Heavenly Creations Landscape

554 OLD SEMINARY RD
TN 37355

Estimate

Date	Estimate #
2/17/25	

Name / Address
Christiana Elementary 4701 Shelbyville Pike Christiana, TN 37037

			Project
Description	Qty	Rate	Total
Memorial patio (materials, installation, & Design)			total = \$ 0.00
• Rough estimate for (1,156 sq ft patio) with drain installed			total = \$ 25,432.00
		Total	



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Proposal #6995
Created: 07/15/2024
From: X-Phillip Mullins

Proposal For

Christianas Elementary

Christiana , TN

main: 615-896-0614
haslamt@rcschools.net

Location

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Slab

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TOTAL

\$ 7,250.00

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Rutherford County Schools

Application for Campus Construction Project

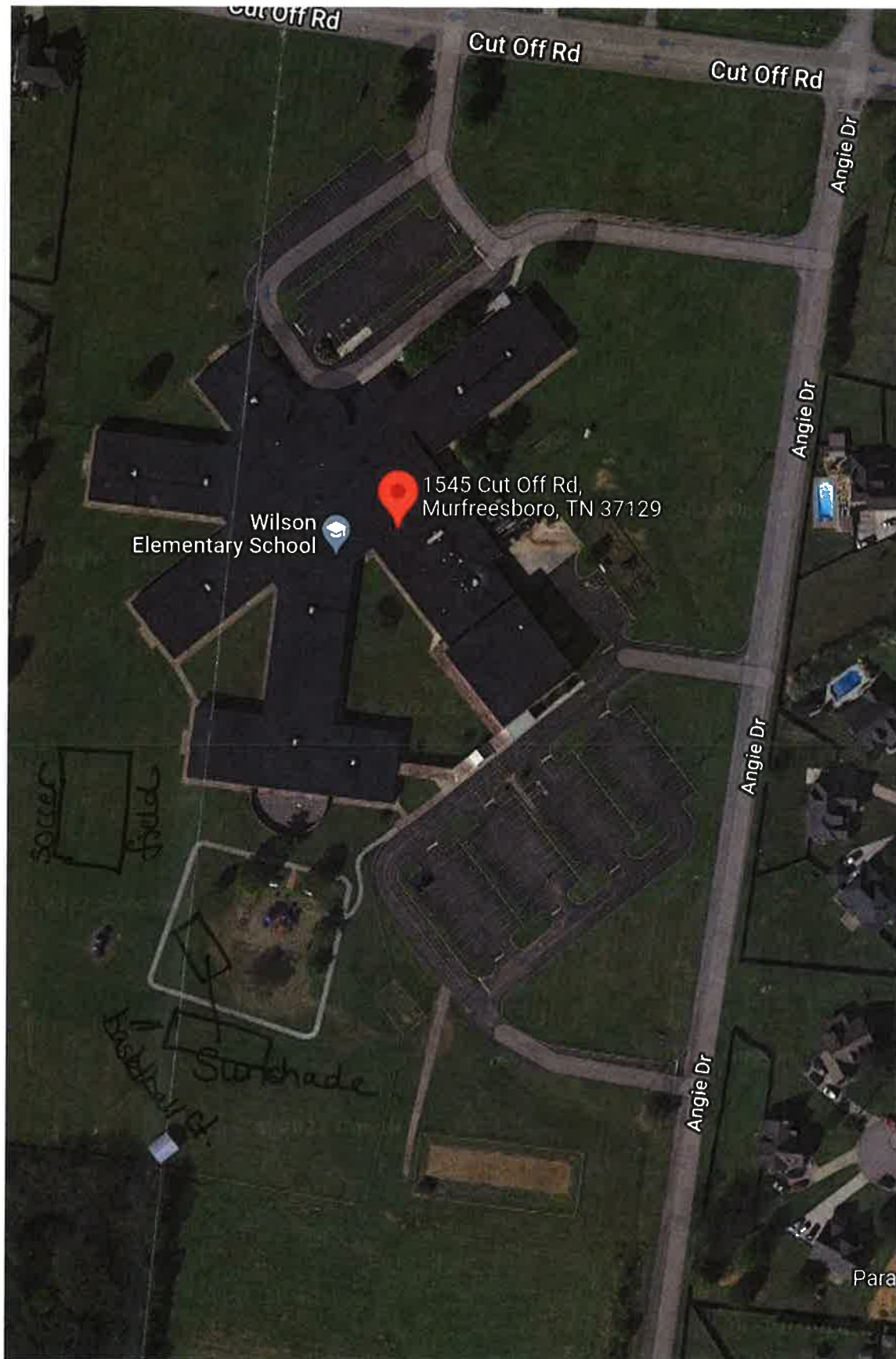
Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan,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

1. School Name **Wilson Elementary**
2. Principal **Angela Barnes**
3. Project Name **WES Playground Expansion**
4. Assistant Principal who is overseeing the project **Angela Barnes/Lindsey Biggs**
5. Does project support recreational sports, athletics or education? **Education/PE/Recess**
6. Does this project meet all gender equity criteria? **Yes**
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)
 PE, general use
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. **\$24,086.80**
 See detailed list attached
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.)List all sources. **Slegel Grant, PTO donations (principal's discretion acct)**
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? **Slegel Grant and Smyrna Ready Mix**
 Do construction plans meet criteria for funding? **NA**
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan **NA**
12. Do you have a site layout showing where this project will be constructed on campus? **See Attached**
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? **To be completed**
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? **NA**
15. Are plans drawn and stamped by Architect/ Engineer? **NA**

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) **NA**
17. What is your time line for completion of project? When will it start and when will it be completed? **June 2025**
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services.
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? **Additional concrete donated by Smyrna Ready Mix. Maintenance will schedule pour and frame it out.**

Wilson Elementary Playground Expansion (Recess Options)

<u>Item</u>	<u>Quantity</u>	<u>Total Cost</u>	<u>Vendor</u>
26' Gaga Pit Ball Game with Inground Mounting		\$2,130.48	Amazon
4' Gooseneck System Basketball Goal		\$2,199.99	BSN Sports
7'x10' Soccer Goal (2)		\$759.98	BSN Sport
Freight/Shipping		\$213.35	
Concrete and materials		\$4,540.00	
20'x24'8' Sunshade and Install		<u>\$14,243.00</u>	Great Southern
		\$24, 086.80	





Riverdale High School

802 Warrior Drive
Murfreesboro, Tennessee 37128
Phone 615—890-6450
Fax 615 890—9790

Tamera Blair,
Principal

David Cowan, Assistant Principal
Gerron Hurt, Assistant Principal
Lindy King, Assistant Principal
Brett Throneberry, Assistant Principal
Jay Seals, Assistant Principal

To whom it may concern:

Attached is an application for a campus construction project at Riverdale High School for our JROTC program proposing obstacle course improvements. No new construction will occur with this project. The JROTC instructor noted this upgrade will save costs on future field maintenance and provide safer place for JROTC and anyone else who uses the course.

Construction will be completed by JROTC instructor, students, and parent volunteers. The anticipated cost of the project is \$5,000. The funds for this project will come from JROTC fundraising, so the upgrade will come at no cost to the school or the school board. Thank you for your consideration.

Sincerely,

Tamera L. Blair
Principal

Rutherford County Schools

Application for Campus Construction Project

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

1. School Name:	Riverdale High School
2. Principal	Tamera Blair
3. Project Name	JROTC Obstacle Course
4. Assistant Principal who is overseeing the project:	Linda King
5. Does project support recreational sports, athletics or education?	Yes, Education and Athletics, see attached education standards supported
6. Does this project meet all gender equity criteria?	Yes, coed usage
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)	Riverdale JROTC
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.	\$ 5,000 See attached
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.	JROTC fundraising proceeds will fund
10. If a grant or funded by a foundation/donor/charitable organization, what is the foundations name? Do construction plans meet criteria for funding?	N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan	N/A

12. Do you have a site layout showing where this project will be constructed on campus?	Yes, see attached
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?	Not yet. No utilities required
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?	N/A
15. Are plans drawn and stamped by Architect/Engineer?	Yes, Obstacle plans were provided by Army Field Manual FM 7-22 see attached plans
16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes)	N/A
17. What is your timeline for completion of project? When will it start and when will it be completed?	Start: April 15 th Completed: July 31 st 2025
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services	No electrical and plumbing requirements
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work?	No Riverdale JROTC Instructor Michael Campbell will serve as project manager. Construction will be completed by JROTC Instructor, Students and parent volunteers.

Attachment- Education Standards Supported:

- Standard 1 - Demonstrates competency in a variety of motor skills and movement patterns- JROTC Lesson *U2C3L2 Demonstrate the skills and responsibilities of a good leader and 40 additional lessons.*
- Standard 2- Applies knowledge related to movement and performance-concepts, principles, strategies and tactic- *U1C5L2 - Meet the physical fitness standards for the Cadet Challenge and 34 additional lessons.*
- Standard 3- Demonstrates the knowledge and skills to achieve a health -enhancing level of physical activity and fitness- *U2C6L2 - Develop ways to increase your fitness level and 43 additional lessons*
- Standard 4- Exhibits responsible personal and social behavior that respects self and others- *U4C3L1 Apply motivational strategies to teams and 37 additional lessons*
- Standard-5 Recognizes the value of physical activity for health, enjoyment, challenge, self-expression and/or social interaction- *S5.H2.L2 Chooses an appropriate level of challenge to experience success and desire to participate in a self-selected physical activity and 41 additional lessons.*

Attachment- Education Standards Supported Cost Estimate:

Teacher Name: Michael Campbell		School: Riverdale	Career Cluster: JROTC			
Equipment / Instructional Material Needed:	Brand and Model #:	Vendor Web Link (If Available)	Course Name & Standard Number	Quantity:	Cost per Item:	Total Cost:
						\$0.00
Trex Enhance Basics 1-in x 6-in x 16-ft Clam Shell Grooved Composite Deck Board for Obstacle Course	1"x6"x12'	Trex Enhance Basics 1-in x 6-in x 16-ft Clam Shell Grooved Composite Deck Board in the Composite Deck Boards department at Lowes.com		40	\$32.00	\$1,280.00
Treated Lumber for Obstacle Course	6"x6"x20'	Severe Weather 6-in x 6-in x 20-ft #2 Southern Yellow Pine Ground Contact Pressure Treated Lumber in the Pressure Treated Lumber department at Lowes.com		10	\$122.00	\$1,220.00
Treated Lumber for Obstacle Course	4"x4"x12'	Severe Weather 4-in x 4-in x 12-ft #2 Southern Yellow Pine Ground Contact Pressure Treated Lumber in the Pressure Treated Lumber department at Lowes.com		27	\$19.58	\$528.66
Treated Lumber for Obstacle Course	6"x6"x12'	Severe Weather 6-in x 6-in x 12-ft #2 Southern Yellow Pine Ground Contact Pressure Treated Lumber in the Pressure Treated Lumber department at Lowes.com		20	\$55.38	\$1,107.60
Drift Bolts for Obstacle Course	1/2" x 4"	Hillman 1/2-in x 4-in Hot-Dipped Galvanized Hex-Head Exterior Lag Screws in the Lag Screws department at Lowes.com		48	\$2.84	\$136.32
Drift Bolts for Obstacle Course	1/2" x 10"	Hillman 1/2-in x 8-in Zinc-Plated Hex-Head Interior Lag Screws in the Lag Screws department at Lowes.com		70	\$2.11	\$147.70
Washer	1/2"	https://www.lowes.com/pd/Hillman-5-lbs-1-in-Hot-Dipped-Galvanized-Standard-SAE-Flat-Washers/410285		150	\$0.42	\$63.00
QUIKRETE 80-lb High Strength Concrete Mix	80lbs	QUIKRETE 80-lb High Strength Concrete Mix in the Concrete, Cement & Stucco Mixes department at Lowes.com		45	\$5.98	\$269.10
			Total Cost Projected	\$4,752.38		\$0.00
						\$0.00

Attachment- Site Layout:



Attachment- Obstacle Building Plans:

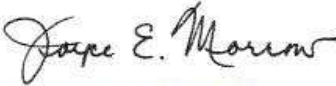
All below are approved construction plans published by the United States Army Army Engineer Drawings 28-13-95, Confidence Course Layout Plan, and Folio Number 1, "Training Facilities" Corps of Engineers Drawing Number 28-13-95. U.S. Army Corps of Engineers, 441 G Street NW, Washington, D.C. 20314-1000. Figures below were extracted out of Army Field Manual FM 7-22.

FM 7-22
26 October 2012

By order of the Secretary of the Army:

RAYMOND T. ODIERNO
General, United States Army
Chief of Staff

Official:


JOYCE E. MORROW
Administrative Assistant to the
Secretary of the Army
1222107

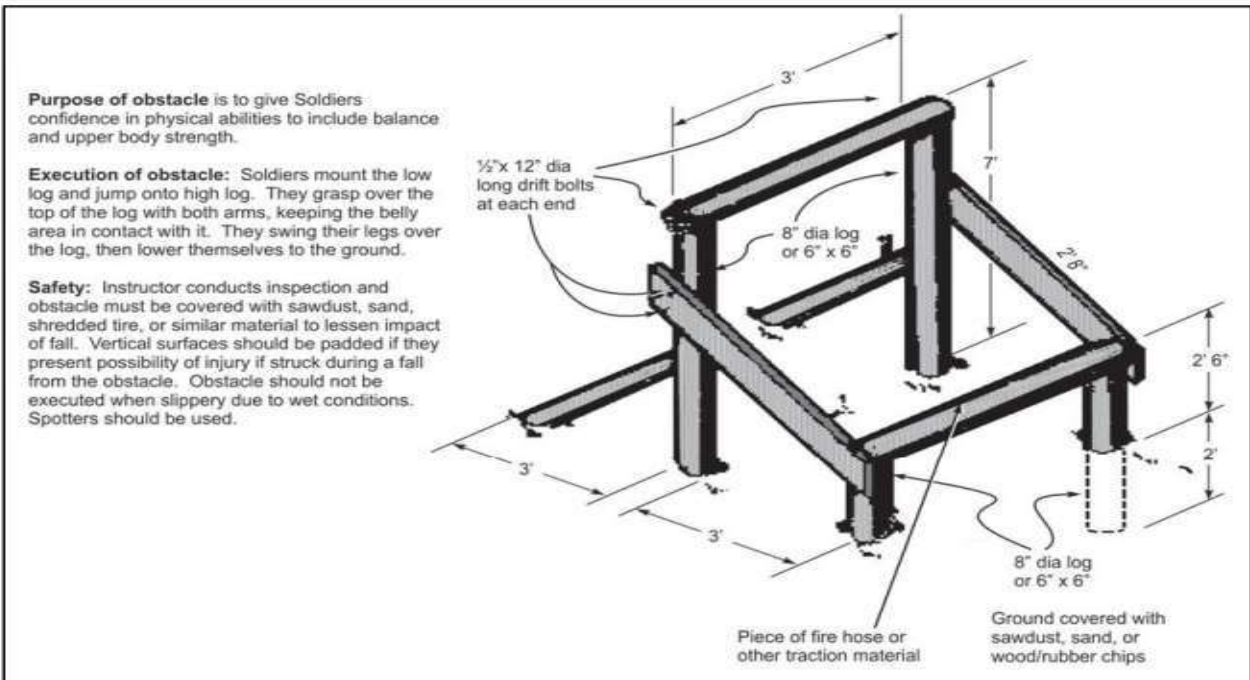


Figure E-19. Low belly over (course sketch)

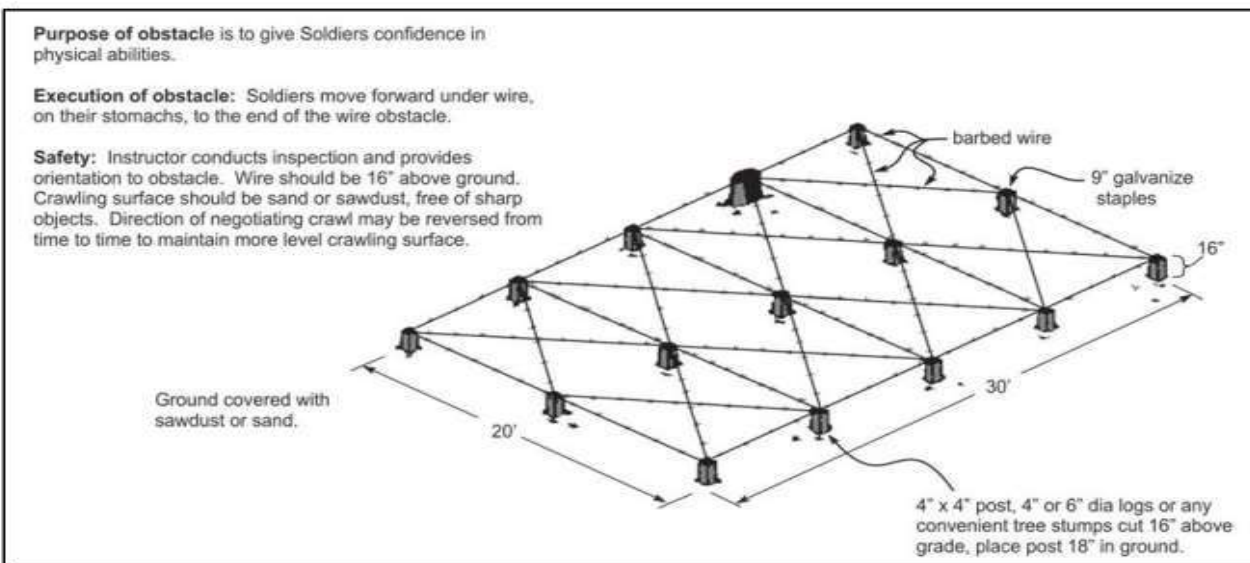


Figure E-22. Belly crawl (course sketch)

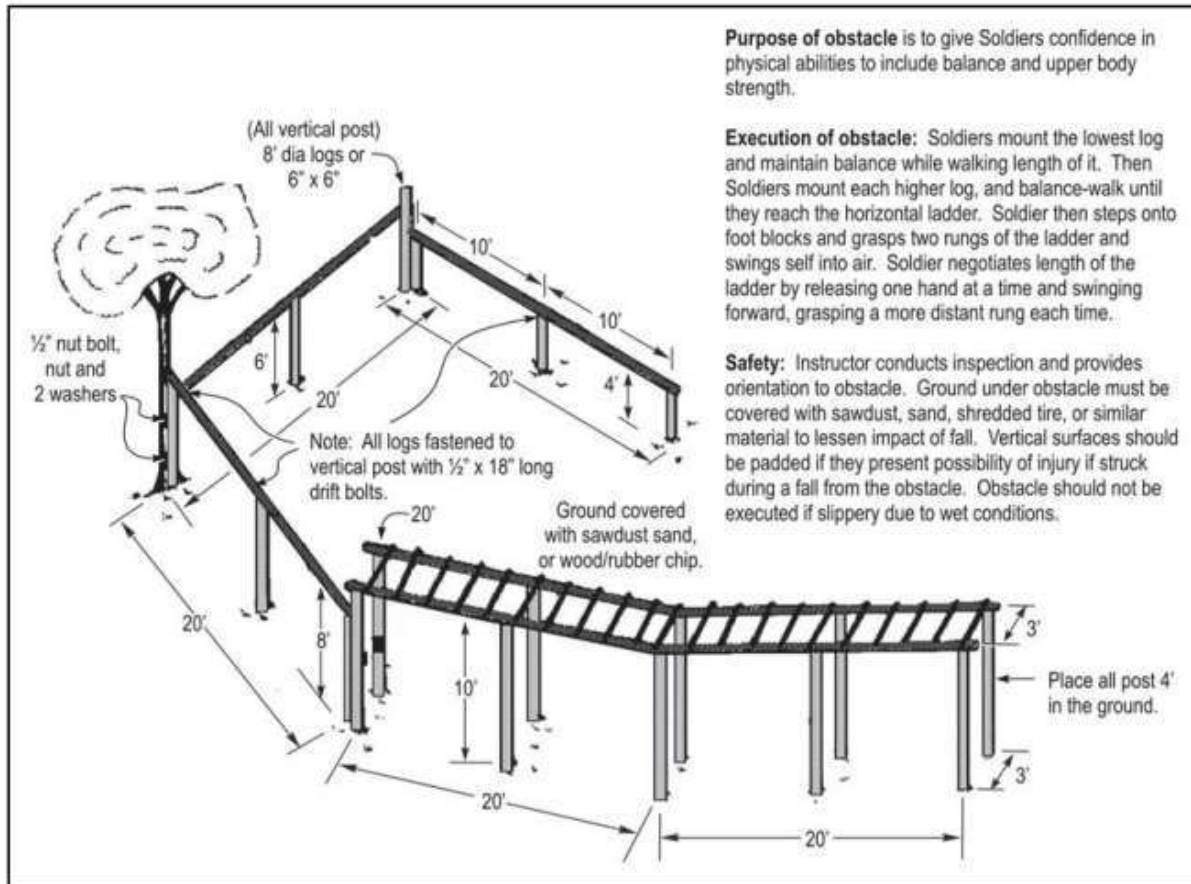


Figure E-18. Tarzan (course sketch)

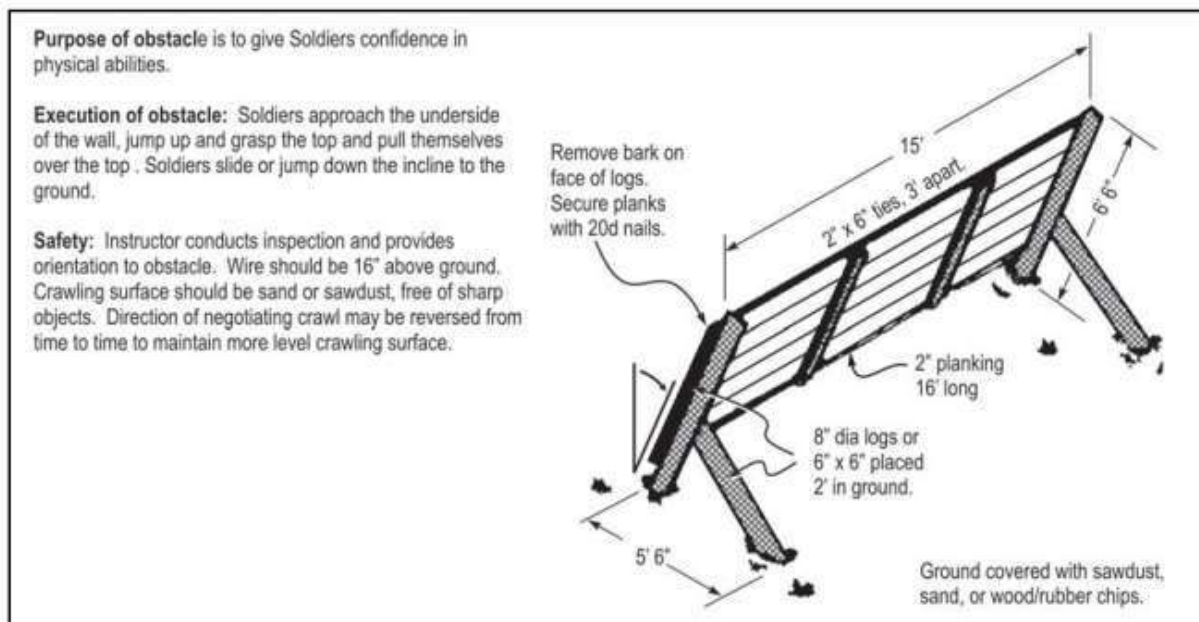


Figure E-23. Inclining wall (course sketch)

Safety: Instructor conducts inspection and provides orientation to obstacle. Ground under obstacle must be covered with sawdust, sand, shredded tire or similar material to lessen impact of fall. Wood surface must be free of nails and splinters. Spotters should be used in center. Safety pads will be used under the apex.

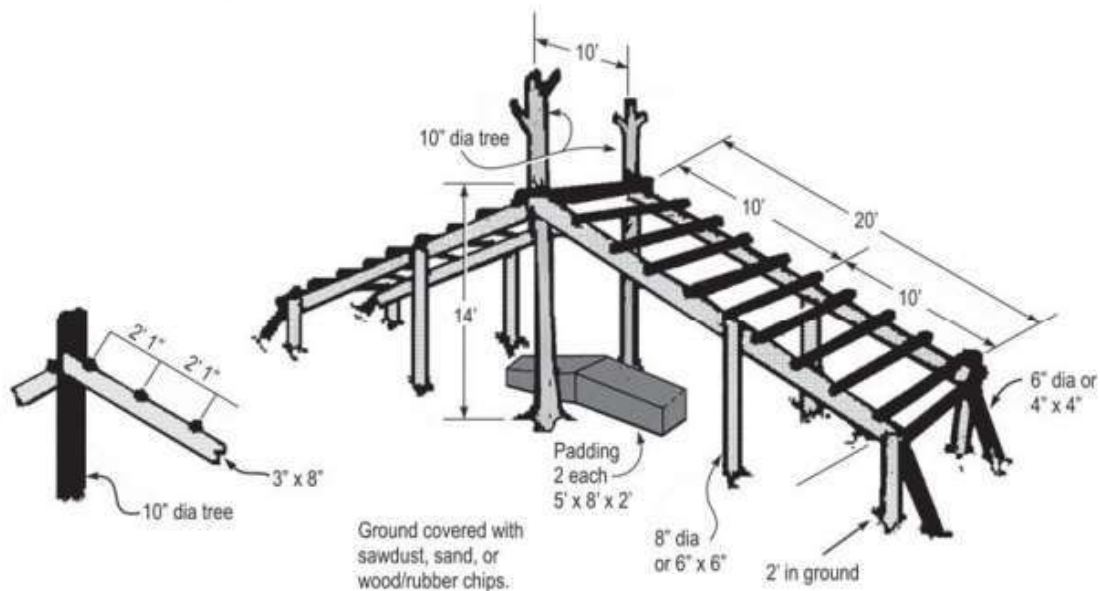


Figure E-32. Weaver (course sketch)

Michael E. Campbell
Michael E. Campbell

Riverdale Army Instructor

RUTHERFORD COUNTY BOARD OF EDUCATION

JOB DESCRIPTION

Job Title:	Custodial Equipment Repair Tech
Terms of Employment:	12 Months R108
Immediate Supervisor:	Warehouse Supervisor

POSITION DESCRIPTION:

The Custodial Equipment Repair Tech will make general repairs and perform preventative maintenance for the custodial equipment and machinery such as electric buffers, floor-scrubber machines, propane burnishers, and other equipment as such. They will ensure all equipment is in working order by performing maintenance for proper operation and repairing any breakdowns that occur to get the equipment operational for use as quickly as possible.

DUTIES:

The following duties are normal for this job. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Inspect and assess proper operation of equipment and machines.
- Performing preventative maintenance to avoid potential breakdowns.
- Diagnose equipment and machine problems using prints, manuals, or part catalogs as needed.
- Dismantling equipment and machines to make repairs then reassemble when complete.
- Repairing or replacing broken or worn components.
- Performance testing equipment and machines for proper operation.
- Adjusting and calibrating equipment and machines for proper operations.

BID TAB - Poplar Hill Middle School - Bid #3793		
General Contractor	R.G. Anderson Company, Inc.	Robert S. Biscan & Co.
BASE BID	\$ 5,859,000.00	\$ 65,655,000.00
Alternate 1 - Add	\$ 142,000.00	\$ 80,000.00
Alternate 2 - Add	\$ 115,000.00	\$ 90,000.00
Alternate 3 - Add	\$ 50,000.00	\$ 60,000.00
Undercut and dispose of materials offsite	\$ 75.00	\$ 20.00
Undercut and dispose of materials offsite	\$ 65.00	\$ 45.00
Backfill with shot rock	\$ 90.00	\$ 55.00
Backfill with engineered soil	\$ 55.00	\$ 55.00

- Understand and applying knowledge of electrical, combustion, hydraulic, pneumatic, etc. of motors, engines, and systems for proper operation of equipment and machines.
- Maintain records of repair work and various manuals.
- Adhere to safety and health protocols.
- Ordering parts.
- Help other crews as needed.

Assist with custodial questions that might occur.

QUALIFICATIONS:

High School Diploma or GED required and one year of experience in school maintenance; or any equivalent combination of education, training and experience which provides the knowledge, skills and abilities for this position.

Have and maintain a valid Class D driver's license.

Physically able to perform ALL work tasks given. Ability to lift, move 25-50lbs frequently. Able to lift 50+ pounds at times.

~~RUTHERFORD CO. BOARD OF EDUCATION SO#14027~~

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BUS TRANSPORTATION SERVICES CONTRACT

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BEGINNING WITH ~~2021~~2025/~~2022~~ 2026 SCHOOL YEAR

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AND CONTINUING THROUGH ~~2024~~2028/~~2025~~2029 SCHOOL YEAR

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**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT BEGINNING WITH 2021-2025/2022-2026 SCHOOL
YEAR
AND CONTINUING THROUGH 2024-2028/2025-2029 SCHOOL YEAR**

THIS AGREEMENT is executed and entered ~~into this~~ effective the 1st
day of July, 2021-2025 by and between (“CONTRACTOR”), and the
Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128
 (“the Board”).

BACKGROUND

CONTRACTOR is an owner-operator of one or more school buses and desires to provide
student transportation services for the Board. The Board is willing to contract with the
CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the
Board have mutually agreed that the terms and conditions of this Agreement will govern their
relationship from this date forward and will supersede all prior agreements and understandings
between them.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein,
CONTRACTOR and the Board agree as follows:

1. ROLE OF CONTRACTOR

The Board contracts with the CONTRACTOR as an independent contractor to provide “daily
service” student transportation services for Rutherford County Schools and such “other
transportation” as individual schools, clubs, or departments may request.

1.1. “Daily services” is defined as all home-to-school and school-to-home transportation
of any students of Rutherford County Schools that take place at the beginning or end of the
school day for such students. Variations may be made for mid-day runs for students on
abbreviated schedules, and locations such as daycares may be designated as the student’s
“home” for the purposes of “daily services.”

1.2. “Other transportation” is defined as any school-approved transportation of students
and Rutherford County Schools personnel other than daily services, e.g. transportation
to/from extracurricular events. Daily services must be completed prior to a bus engaging in
other transportation.

~~1.3. The Board shall provide liability insurance through Rutherford County’s self-
insurance program on all school buses operated by CONTRACTOR to fulfill this
Contract in an amount that will cover losses, property damages and bodily injuries to
all third parties and protect the CONTRACTOR and CONTRACTOR’s bus drivers
for any liability exposure during school related activities in an amount up to
\$350,000. In addition, the Board will provide excess carrier insurance coverage up to~~

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~~a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County's excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR's bus drivers for any liability exposure during school-related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR's~~

~~bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR's bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. Said coverage shall extend to liability claims to third parties caused by uninsured motorists in an amount up to \$350,000. Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.~~

~~Make changes due to new law and review HCDE page 30 for adding individual Coverage~~

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2. SPECIFIC DUTIES OF CONTRACTOR

~~CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following;~~

2.1. Personal Conduct

- a. ~~To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk,~~
- b. ~~To establish appropriate rapport with students, parents, and school administrators to ensure proper student management,~~
- c. ~~To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement,~~
- d. ~~To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, during CONTRACTOR'S scheduled working days under the terms of this Agreement unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion,~~

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e. To ensure all drivers understand that no smoking, vaping, or use of tobacco products is allowed by any person on any bus or on any Board property at any time.

e.f. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

2.2. Maintenance and Inspection of Buses

a. To ensure that CONTRACTOR'S buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.

a.b. To obtain or have access to one or more substitute school buses capable of transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Transportation Department and to also have a competent substitute driver who meets the qualifications specified in Section 6.1 of this Agreement to cover the Contractor's assigned route(s) which has been pre-approved by the Board's Transportation Department. If the Transportation Department determines it is necessary to assign others to cover a route for any day, days, or partial days, the Board shall deduct from Contractor's compensation the amount equal to the Contract amount for each day the Contractor does not provide service and the amount deducted will be paid to the other bus contractors covering the routes(s). In the event a Contractor's route(s) is covered by other persons or entities for twelve (12) days or more in an academic year, the Board may assess a penalty against the Contractor to be withheld from the compensation due Contractor hereunder at the rate of One Hundred Dollars (\$100) per day for each day their route(s) is covered by another person or entity and Fifty Dollars (\$50) for each half day their route(s) is covered by another person or entity. In the event a Contractor's route is covered by another person or entity for twenty (20) days or more within an academic year, the Board may terminate this Contract.

b. To obtain or to have access to one or more substitute school buses capable of

Go back to Old Contract 2.5. see attached

Substitute Buses

c. In the event of a mechanical failure, the Contractor shall provide a substitute bus. Immediate notice shall be given to the Transportation Director by the Contractor. It is the Contractor's responsibility to ensure the route is covered through the aid of other buses should a replacement bus be unavailable in a timely manner. If Contractor is unavailable to cover their route, Contractor is responsible to arrange for a substitute bus or driver to cover its route. The Transportation

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Director for the Board reserves the right to disapprove any backup plan and require a backup plan be submitted acceptable to the Transportation Director. If the Transportation Department has to ensure coverage of Contractor's route for any day, days, or partial days, there shall be deducted an amount equal to the Contract amount for each day in that month for which the Contractor does not provide service and will be distributed among the Contractors whom have covered the route. After 3 days in a school year that a route is covered by another bus who is also running the other bus's own route, the Contractor whose route is being covered may in the discretion of the Transportation Director have \$100 deducted as a penalty from the Contractor's compensation for each full day or \$50 as a penalty for each half day that the Contractor does not provide service. After 15 days in a school year that a route is covered by another bus who is also running the other bus's own route, the Contractor whose route had to be covered, the Board of Education may terminate the Contract

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~~transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Director of Transportation or have a competent substitute driver who meets the qualifications specified in 6.1 of this agreement to cover the route.~~

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-All substitute drivers shall have proof of qualifications and contact information on file with the RCSBOARD Transportation Department.

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e. ~~d.~~ To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed, Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:

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i. ~~i.~~ the left side of the bus body near the front, but not obscured by the stop arm;

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ii. ~~ii.~~ the right side of the bus near the front door, but not obscured by the door;

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iii. ~~iii.~~ the right rear of the bus near the emergency door.

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iv. ~~Temporary numbers shall follow all of the above guidelines. A bus should never have more than one bus number displayed at the above locations at any one time.~~

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~~d.c.~~ To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.

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f. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.

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g. CONTRACTOR shall be required to maintain general liability insurance coverage from an insurance company licensed in the State of Tennessee with an AM Best rating of A- or better, or as otherwise acceptable to the Board, naming the Board as an additional insured. Each CONTRACTOR shall maintain liability

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insurance with coverage limits as required by State law, but with auto liability coverage limits of no less than \$1,000,000 for auto liability, \$1,000,000 for general business liability, and a \$2,000,000 umbrella policy that provides additional coverage to the auto liability and general business liability policies. The deductibles under the policies shall be no more than \$2,500. CONTRACTOR may obtain more insurance coverage if they choose to do so. The liability insurance of the CONTRACTOR shall be primary as between any other insurance coverage. CONTRACTOR shall provide the Board with a written Certificate of Insurance confirming coverage required under this Agreement no less than once annually and as requested by the Board. Each policy shall include a provision that it may not be cancelled without the insurance carrier providing thirty (30) days advance written notice to the Board. Upon the termination of this contract for any reason, CONTRACTOR must provide a certificate of insurance to the Board within five (5) days of the last day of service hereunder confirming insurance coverage with the minimum coverages stated above for all claims and occurrences accruing through the CONTRACTOR's last day of service. If a CONTRACTOR fails to maintain the insurance required hereunder or fails to provide the Board proof of coverage upon the Board's request, the Board may suspend or terminate this Contract. CONTRACTOR is also encouraged to obtain additional auto and business liability and property casualty insurance coverage on CONTRACTOR's buses. Notwithstanding the above, if applicable law allows the BOARD to provide liability insurance coverage for CONTRACTORS and the Board elects to do so, the obligations under this Section 1.3 shall terminate.

e-

2.4.2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit mileage affidavits ~~five-three (53)~~ days following the first full day of the new school year ~~each academic year~~. Change to 3 days
- c. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, ~~Bus~~ Vehicle Identification Number information, driver information, and bus checker form ~~no later than ten (-10+4) business days prior to the first day of school at the beginning of each academic year~~. Updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- d. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- e. To require any driver driving on behalf of the CONTRACTOR to be

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familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or

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~~** Require State Certificate or in 6.0~~

~~Rutherford County Schools may revise and/or amend from time to time. Provided, however, the BOARD shall notify CONTRACTOR in writing at least thirty (30) days prior to any changes in existing policy that explicitly pertains to buses except as required by law.~~

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~~f. To report all injuries, accidents, and occurrences to the Board and its insurance carrier within the time limits specific by the carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.~~

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i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.

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ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.

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~~e.g. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements except for signage approved by the Board Transportation Department advertising bus driver positions available for hire. ** do we want to add okay for driver hiring??~~

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~~h. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.~~

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~~f.i. Animals are not allowed on buses except as required by law or when required under the terms of an Individualized Education Program (IEP) for a special education student.~~

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~~j. Carry-on items must be held in the student's lap and must not exceed seat height when sitting on the floor of the bus.~~

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~~h.k. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes. To ensure that all bus drivers are physically and mentally~~

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competent to safely drive and operate a bus. The Board Transportation Department reserves the right to require physical medical examinations of drivers. Any drivers which are not determined to be physically or mentally fit to safely drive and operate a bus shall not be permitted to drive a bus under this Contract.

Does Insurance law change affect this?

2.5.2.4. Capacity

a. Except as provided hereinbelow, Non-special education buses must be rated for a capacity for ninety (90) passengers or more. For certain routes approved in advance by the Transportation Department, buses rated for a capacity of seventy (78) or more can be utilized. shall have a capacity of ninety (90) or more. In the event a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. If such a change is approved by the Director of Transportation, the agreement shall be brought to the Board for its approval. In the event Contractor elects to utilize a bus rated for less than ninety (90) passengers, Bus Contractor acknowledges and agrees that the routes assigned to said Contractor are subject to being lost or changed more frequently than a ninety (90) passenger bus. The Board cannot guarantee routes will be available for buses of less than ninety (90) passengers. Notwithstanding the above, Contractor is responsible at all times to provide a bus meeting the capacity requested by the Board for each route assigned to Contractor.

b. Special education buses must have seating between twenty-two (22) and thirty-one four (34), with a minimum of one spot for a wheelchair.

CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances.

c. beyond the CONTRACTOR's control.

2.6.2.5. Bus Equipment- specific responsibilities of Board: Add general access to all RCSBOARD Equipment we only have it in b III.

a. Radios

i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.

ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.

iv.iii. CONTRACTOR shall permit the Board's Transportation Department

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access to the Radio system and all equipment provided by the Board at any time for the purpose of inspecting or repair of the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the radio or equipment from the bus. Notification may be made by call, email, or in person.

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v.

iv. RCSBOARD is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.

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vii.v. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing radio system, RCSBOARD will provide the compliant system. CONTRACTOR is required to work with RCSBOARD to guarantee installation of the new system within thirty (30) days of notification from RCSBOARD. The BOARD shall be responsible to pay the costs of any repairs required to a Bus following any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.

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b. Camera/Digital Recording

i. CONTRACTOR shall allow RCSBOARD to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.

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ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.

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iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person. The BOARD shall also permit a CONTRACTOR to view any recordings pertaining to the CONTRACTOR'S bus at the BOARD's office during normal business hours upon written request in advance within two business days of receipt of said written request.

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iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.

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v. RCSBOARD is responsible for the maintenance and operation of the camera/digital recording device.

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- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, [RCSBOARD](#) will provide the compliant system. CONTRACTOR is required to work with [RCSBOARD](#) to guarantee installation of the new system within thirty (30) days of notification from [RCSBOARD](#).

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c. Global Positioning System (GPS)

i. CONTRACTOR shall allow **RCSBOARD** to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.

ii. **RCSBOARD** is responsible for the maintenance and operation of the GPS.

~~iii.~~ CONTRACTOR shall permit the Board's Transportation Department access to the GPS system at any time for the purpose of the repair of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the GPS from the bus. Notification may be made by call, email, or in person.

~~iv.~~ iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, **RCSBOARD** will provide the compliant system. CONTRACTOR is required to work with **RCSBOARD** to guarantee installation of the new system within thirty (30) days of notification from **RCSBOARD**.

d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contact period must be equipped with functioning air conditioning systems.

2.7.2.6. Communication with the **RCSBOARD** Transportation Department

a. CONTRACTOR shall have an active telephone number, email, and address on file with the **RCSBOARD** Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.

b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers ~~no later than ten (10)-14 business days before school starts~~ the first day of school each academic year.

c. CONTRACTOR must attend ~~two-one~~ Transportation Meetings each year. ~~School start up meeting to be held 3rd on the fourth (4th) Thursday in July or such other date for which the Board's Transportation Department notifies the Contractor in writing. The Only only excused absences from said meetings shall be due to medical or bereavement. Notwithstanding the above, if CONTRACTOR operates a-a special education bus, the CONTRACTOR shall be required to attend an additional meeting which An additional meeting will~~ be planned and announced by the Director of Transportation a minimum of three (3) weeks in advance.

d. At the request of the Transportation Director, CONTRACTOR shall furnish on forms specified by the Board a completed route sheet indicating streets or roads, stop locations, and

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number of students by grade level at each stop and/or other pertinent information four weeks after the first full day of the new school year. If after written notification to CONTRACTOR by the Board, CONTRACTOR has not provided accurate route information to the Board as requested by the Board, the Board may suspend payments of compensation to the CONTRACTOR until such time as said information is provided.

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- d. ~~CONTRACTOR shall supply by no later than ten (10) business days prior to the first day of school each year for each academic year and update within 24 hours of any change, theyear~~
- e. ~~the name, address and phone number of the person that will check the bus at the end of every run to confirm that no person remains on the bus. This ensures compliance with TCA § 49-6-2114. The Board Transportation Department must be notified in writing of any change of said information within twenty-four (24) hours of any change.~~

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- f. ~~CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.~~

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2.8- 2.7 Penalties for Specific Acts of Non Compliance

While each and every duty set forth in [Section 2](#) this Agreement is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the following breaches will result in the corresponding fines: BOARD may impose fines on CONTRACTOR for each incident of non-compliance with this Agreement as follows:

a.

Look at how HCDE words appendix 3 attached

The following process will be followed to address performance infractions. This process applies to all performance infractions, not only recurring infractions of the same type. The process will escalate regardless of the type of infraction that occurs.

Exception: Certain infractions, as noted in the chart, will not follow the process below, but instead will result in immediate liquidated damages.

First (1st) Performance Infraction: Verbal Warning

1.

b. Second (2nd) Performance Infraction: Formal Written Warning

2.

c. Third (3rd) Performance Infraction: Meeting with the Transportation Manager, Chief Operations Officer, and School Board Transportation Liaison

3. d. All Subsequent Performance Infractions: Liquidated damages as noted in the following chart

4. All Subsequent Performance Infractions: Liquidated damages as noted in the following chart

PERFORMANCE INFRACTIONS	LIQUIDATED DAMAGES
Failure to maintain inspection reports, maintenance records, and any other items required for minimum of 1 year	\$100 per record
Failure to adhere to approved routes	\$50 per incident
Route late to school in the morning by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school after bell time and open its doors to let off passengers after the designated school start time.	\$100 per incident
Route late to school in the afternoon by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school more than 30 minutes after bell time.	\$100 per incident
Failure to report bus not running	\$100 per incident
Failure to have the bus properly numbered with an RCSBOARD assigned number displayed on all four sides; and have "Rutherford County Schools" properly displayed on two sides	\$50 per day

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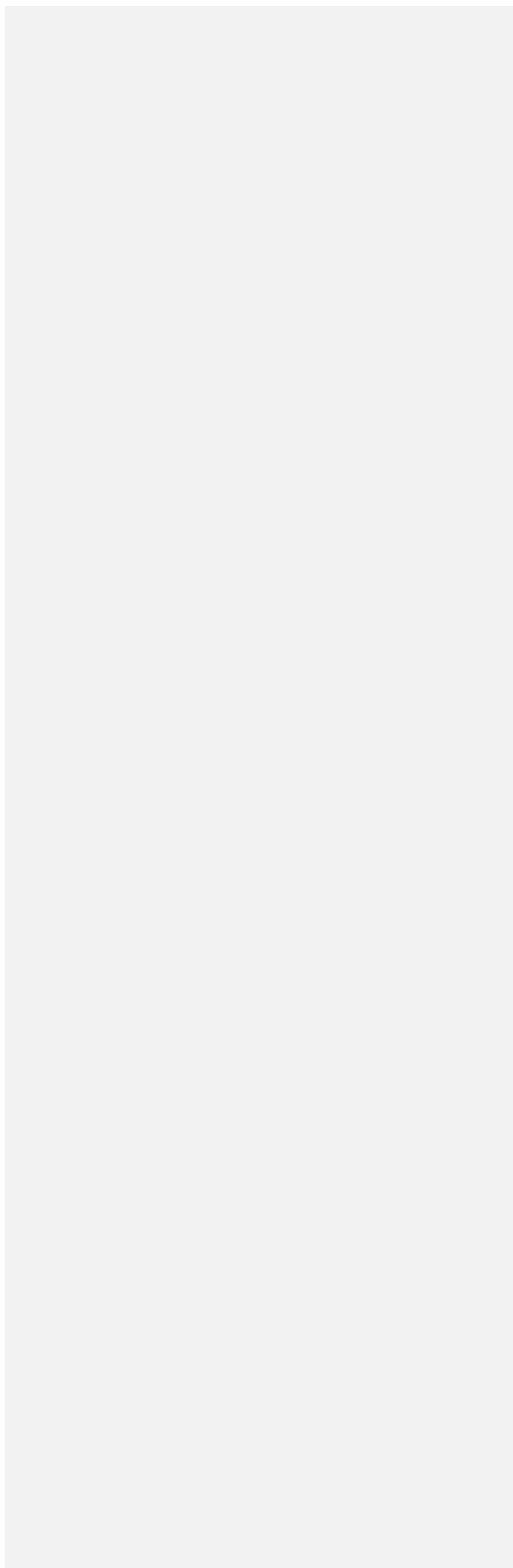
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<u>PERFORMANCE INFRACTION</u>	<u>LIQUIDATED DAMAGES</u>
Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding, and failure to stop at railroad crossings)	
Special Education Bus with Non-functioning lifts and required equipment for students with disabilities—Failure to maintain inspection reports, maintenance records, and any other items required for a minimum of 1 year.	\$100 per record
Failure to notify the Transportation Department of an accident immediately	\$50 per incident
Failure to adhere to approved routes.	
<u>Route late to school in the morning by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school after bell time and open its doors to let off passengers after the designated school start time.</u>	<u>\$100 per incident</u>
<u>Route late to school in the afternoon by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school more than 30 minutes after bell time.</u>	<u>\$100 per incident</u>
<u>Failure to report bus not running.</u>	<u>\$100 per incident</u>
<u>Failure to have the bus properly numbered with a Board assigned number displayed on all four sides; and have "Rutherford County Schools" properly displayed on two sides.</u>	<u>\$50 per day</u>
<u>Misuse of radio for non-transportation business.</u>	<u>\$50 per incident</u>
<u>Failure to report broken or damaged audio/visual monitoring system components.</u>	<u>\$50 per incident</u>
<u>Failure to report broken or damaged radio</u>	<u>\$50 per day</u>
<u>Failure to turn in required paperwork when due.</u>	<u>\$25 per day</u>
<u>Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding, and failure to stop at railroad crossings)</u>	<u>\$100 per incident</u>
<u>Special Education Bus with non-functioning lifts and required equipment for</u>	<u>\$50</u>

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<u>students with disabilities.</u>	<u>per day</u>
<u>Failure to notify the Transportation Department of an accident immediately.</u>	<u>\$100</u> <u>per incident</u>

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CONTRACTOR APPEAL RIGHTS. CONTRACTOR may appeal the issuance of any action hereunder by the Transportation Department within ten (10) business days of CONTRACTOR's receipt of a written notice of the action as follows:

- (i) CONTRACTOR shall have the right to appeal the action to the Director of Schools by written notice. Director shall issue a written determination in regards to the appeal to CONTRACTOR.
- (ii) If CONTRACTOR is not satisfied with the Director of School's decision, the CONTRACTOR may appeal the action to the Transportation Contractor's Review Board ("TCRB") within ten (10) business days of the date of the Director of School's decision. The TCRB shall be a board composed of three (3) individuals, namely, a Board Member or other person appointed by the Chairman of the Board of Education, a staff person outside the Transportation Department appointed by the Director of Schools, and the Board of Education Attorney or his/her designee. No employee of the Transportation Department shall be eligible to serve on the TCRB.

5.3. SPECIFIC DUTIES OF THE BOARD

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

- 3.1 To notify Contractor in writing at least thirty (30) days ~~after any changes to existing or newly prior to the implementation of any new or revised policies that explicitly pertain to buses except as required by law.~~ ~~formed policies and procedures affecting bus transportation services.~~
- 3.2 To designate the route to be followed, the school bell times, or schools which shall be serviced by the Contractor.
- 3.3 To communicate expectations regarding student carry-on item restrictions to school administrations which shall include, except as provided below, a prohibition of all glass, food, and drink on buses except for lunches in lunch boxes or other containers to be consumed at school and not on the bus and water. Notwithstanding the above, students who provide written proof of medical reasons or of a Individualized Education Plan (IEP) of a need to bring food and consume the same on the bus shall be permitted to do so.
- 3.4 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.
- 3.5 To repair any ~~cosmetic~~ damage to Contractor's bus caused by the installation of new

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or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the ~~eosmetic~~ condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).

~~3.6~~ To provide first payment to Contractor, on the twenty-sixth (26th) day of the month that the four weeks after the first day of each school year of the term commences or earlier. Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter ~~for the previous days of service not yet compensated or earlier.~~ Checks shall be made available within three

~~3.6~~ (3) days of being produced by the County Government.

~~3.7~~ To provide Contractor with a list of students prior to the first day of school who appear within the records of the school system to be on Contractor's route. Contractor acknowledges and agrees that said list cannot be fully accurate, and Bus Contractor remains responsible to pick up, drop off, and transport all students on the assigned route regardless of whether the student is on the list. Contractor acknowledges and agrees the school system has limited information as to what students are on a route, and the Board is not responsible to provide a fully accurate list and is released and held harmless from any liability if the list is not accurate.

~~6.4. BUS ROUTES AND ROUTE AWARDING~~

~~6.4.4.1.~~ The Board, through the Director of Transportation or other designee, will have absolute authority, at any time, to plan, establish, alter, consolidate, or abolish bus routes for the efficient operation of the Rutherford County School System. The Transportation Department may receive input provided by Contractor on route issues, but the BOARD and the Transportation Department shall have the ultimate decision regarding the same. Abolishment of a route will not be considered termination of this Contract. Termination grounds are contained in Section 8.

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~~6.2.4.2. Route awarding shall comply with Board Policy.~~

~~6.3.4.3. After a Contract is entered into, the route assigned by RCSBOARD remains the responsibility of the Contractor for the duration of his/her contract with Rutherford County Schools~~the Board~~. Exchanges may only occur with the express written permission of the Director of Transportation after communicating with the Contractors and determining such an exchange creates a cohesive route management system with positive long-term benefits for the students, parents, contractors, and the Transportation Department and is essential to the functioning of Rutherford County Schools~~the Board~~.~~

~~7.5. COMPENSATION OF CONTRACTOR~~

~~CONTRACTOR's compensation shall consist of and be limited to the following:~~

~~7.1.5.1. Compensation for Daily Service~~

~~a. Payment Table~~

~~i. The Board shall pay CONTRACTOR for CONTRACTOR's services as follows subject to minimums for mileage in Section 5.1 (c) stated hereinbelow:~~

- ~~A. a. An amount equal to the product of the miles driven as set forth in section 5.1(c)(i) below multiplied by the applicable Seat Rate and Mileage Rate as set out below, and~~
~~b. to said amount shall be added an amount equal to the Seat Rate as set out below multiplied by the number of seats on the bus. For all buses, the Seat Rate shall be based on the actual number of seats on the bus. The only exception shall be a seat rate penalty applied to special education buses with inoperable lifts/equipment for student with disabilities as set out in Section 2.7 above.~~

~~Base Period – July 1, 2025 to July 1, 2026 (5% raise from 2024-25)~~

CAPACITY	SEAT RATE	MILEAGE RATE
90-78 & over	57.866	2.149
22 to 28	116.704	2.065

~~July 1, 2026 to July 1, 2027 (% increase from Base)~~

CAPACITY	SEAT RATE	MILEAGE RATE
90-78 & over		
22 to 28		

~~July 1, 2027 to July 1, 2028 (% increase from previous year)~~

CAPACITY	SEAT RATE	MILEAGE
---------------------	----------------------	--------------------

CAPACITY		SEAT RATE	RATE
90-78, & over			
22 to 28			
July 1, 2028, to July 1, 2029 (% increase from previous year)			
90-78, & over			
22 to 28			

b. Fuel Rate Adjustment

- i. In addition to the compensation paid to the CONTRACTOR under the mileage and seat rate formula, the Board shall pay an additional amount to account for any fuel increases over the base set forth below, if any. The weekly fuel price data from the Energy Information Administration for the Mid-West shall be averaged together for the month during the operating period which will be used as the "Index" under the formula. The formula for fuel adjustments, if any, is as follows:

$$((\text{Index} - (\text{Base} + 4.00\%)) \times \text{Route Mileage} \times \text{Days}) / \text{Factor} = \text{Fuel Price Adjustment}$$

- ii. The "base" for the fuel adjustment will be ~~\$4.00~~ 4.00 per gallon for Diesel operated buses. The "base" for gasoline operated buses shall be \$3.50 per gallon. The "base" for propane operated buses shall be \$3.00 per gallon. ~~(- Diesel only. Do we want to look at gas as well? Propane?)~~. The Board agrees to review the Base at least annually during the Term of this contract and reserves the right to adjust the Base at such time the Board determines appropriate to do so.

- iii. A fuel adjustment will be paid when the monthly average diesel price Index is 105% over the Base for the operating period for which CONTRACTOR is being paid. CONTRACTOR is responsible to pay any fuel increases less than 4510% over the Base during the operating period. To the extent the Index is in excess of 4510% over the Base, the amount of said excess shall be multiplied by the Route Mileage and then multiplied by Days Driven. The Product of that calculation shall then be divided by the applicable miles per gallon Factor set forth in subsection iv for the Fuel Price Adjustment.

The miles per gallon "Factor" for transit routes is 4 miles per gallon and for special education routes is 5.25 miles per gallon. EXAMPLE: Assuming an 8960-mile route, non- special education, with a monthly averaged Index at \$3.9644.80. The Base is 2.6694.00. To determine whether a Fuel Adjustment is even due, it must first be determined whether the Index is 4510% or more higher than the Base. 2.6694.00 ((Base) x .4510 (the 4510 percent) = .400. 2.669 + 4.00 = 4.40

- iv. ~~400 = 3.069; 3.964 (Index) - 3.069 (Base) = .895~~. Accordingly, the Index is 89.540 cents more than 4510% over the Base. To then determine the amount of Fuel Price Adjustment due, the calculation is as follows: ~~89.60~~ (Route Mileage) x 20 (days driven) x .895 ~~40~~ (Amount over Index) = ~~1,432,480~~ 1,432,480 / 4 (the Factor) = \$358,120. \$358,120 is the amount to

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be paid to the Contractor for the Fuel Adjustment by the Board.

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- v. If the fuel price goes above ~~four dollars (\$5.50)~~ six dollars (\$6.00) per gallon, the Board agrees to review the mileage factors set forth above.

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- vi. The fuel price adjustment will be paid one month in arrears except for September, October, and November which may be paid by the Board in the same month for which the adjustment is made if the Board is capable of calculating the same based on released Index data.

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c. Mileage Compensation

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- i. For regular buses (90-78 and over seat capacity), mileage compensation shall be based on a guarantee of sixty (60) miles if the route is under sixty (60) miles or actual miles if the

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route is over sixty (60) miles, beginning in the morning at the point where the first child is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last child of the last load leaves the bus.

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ii. For special education buses (22 to 3234) seat capacity), mileage compensation shall be based on a guarantee of one hundred (100) miles if the route is under one hundred (100) miles, or actual miles if the route is over one hundred (100) miles, beginning in the morning at the point where the first ~~child-passenger~~ is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last ~~child-passenger~~ of the last load leaves the bus.

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iii. Actual mileage may be measured by a designee of the Board, and it may be measured by using the GPS system. CONTRACTOR has the right to review the GPS mileage data for his/her buses. If CONTRACTOR believes there are errors in the GPS calculation, the CONTRACTOR has the right to appeal to the Director of Transportation.

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iv. For each bus, the actual mileage will be multiplied by the mileage amount (or analogous "per mile" amount) indicated below. The resulting product shall be referred to as the "mileage rate."

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v. The actual mileage to be covered by the CONTRACTOR may be increased or decreased, and the location, course, and/or destination of the bus route is solely at the discretion of the Director of Transportation. The Director of Transportation is to take into consideration the effect the route will have on the CONTRACTOR, but ultimately, the route will be determined to be what is in the best interest of Rutherford County Schools, in the sole discretion of the Director of Transportation. CONTRACTOR shall not change, increase, or decrease the route without approval of the Director of Transportation. Any change to routing mileage becomes effective upon ~~verbal-written~~ notification to CONTRACTOR, with notice of the change to be sent verifying said change to the Contractor within ~~twenty-four~~~~forty-eight~~ (2448) hours ~~thereafter~~~~prior to such change~~.

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vi. Mileage must be verified by the CONTRACTOR immediately after the school term begins. Once the actual mileage has been checked and verified by the CONTRACTOR and Director of Transportation, the mileage compensation shall be adjusted to that mileage. CONTRACTOR shall furnish the Board five (5) days after the first full day of school with an affidavit of the total compensable miles traveled.

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vii. After an actual mileage check has been made, if the actual mileage is greater than the tentative mileage specified, CONTRACTOR shall be compensated for the additional mileage already driven. If the actual mileage, as defined in Sections (c)(i) and (ii) above, is less than the

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tentative mileage specified, a reduction in compensation will be made to adjust for the excess compensation received by CONTRACTOR. Adjustments shall not result in a reduction lower than the minimum mileage set forth in Sections (c)(i) and (ii).

viii. If a CONTRACTOR requires a mileage adjustment for a route, the adjusted mileage affidavit shall be furnished to Department of Transportation no later than thirty (30) days from the date of the change. Failure to timely submit the affidavit will result in mileage overages not being paid by RCSBOARD to CONTRACTOR.

d. —In addition to the seat rates and mileage rates and subject to the BOARD not providing liability insurance coverage for CONTRACTOR on routes assigned by the BOARD, the CONTRACTOR shall be paid an annual fee of Four Thousand Dollars (\$4,000) (“Insurance Fee”) per bus route awarded to the Contractor for liability insurance costs. The Insurance Fee shall be paid on or before July 1, 2025 and on or before July 1 of each subsequent year during the term of this Agreement. Beginning July 1, 2027, in the event the annual premiums for insurance coverage for liability insurance required by this Agreement have increased by more than thirty percent (30%) above said Four Thousand Dollars (\$4,000) amount, the BOARD agrees to review the amount of the Insurance Fee. CONTRACTOR shall be responsible to pay for any workers compensation insurance required, if any, and for an additional insurance coverage CONTRACTOR chooses. In the event of a change in State law and the BOARD provides liability insurance coverage for CONTRACTOR on assigned routes, the BOARD shall not be required to pay the Insurance Fee.

d.e. Period of Operation and District Closure

i. _____

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~~iii.~~ CONTRACTOR shall provide school bus service pursuant to the terms of this Agreement for the full school/classroom calendar established by the Board. CONTRACTOR will be paid for all in-school classroom and virtual learning days only, with a minimum guarantee of one hundred eighty (180) days each year subject to the exceptions set out in Sections d(ii) through (v) below.

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~~iii.ii.~~ For any calendared school day closed due to inclement weather, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstance as if the bus/es ran that day. See subsection (iv) for rescheduled days.

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~~iv.iii.~~ In the event all school is cancelled and no learning is occurring either in-person or virtually in the District for war, political unrest, riots, prolonged shortages of energy supplies, lockouts, pandemic, epidemic, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations, or other acts of God not covered by inclement weather days, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstances for up to ten (10) consecutive school days of closure in a single cancellation period. If the number of cancelled district-wide school days exceeds ten (10) consecutive school days in a single period, CONTRACTOR will be paid 92% of compensation for services that would have been performed under normal circumstances. A cancellation period is a set of consecutive days that begins on the first day all school is cancelled and ends on the last consecutive school day of the closure.

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~~v.iv.~~ If school days in which CONTRACTOR was paid in full despite closure are rescheduled, those days will not be compensated as they have already been accounted for in the compensation.

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~~v.v.~~ If school days in which CONTRACTOR received partial compensation are rescheduled, CONTRACTOR shall be paid the remaining owed compensation (8% per day for each day CONTRACTOR was paid 92% previously).

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~~7.2.5.2.~~ Compensation for Other Transportation

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~~a.~~ a. All arrangements and compensation for transportation outside of Daily Services shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

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~~7.3.5.3.~~ No Other Compensation or Benefits

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a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties

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under this Agreement.

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a. Workers' Compensation.

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~~iii. While the Board has arranged for motor vehicle liability insurance through its self-insured fund to be provided to the CONTRACTOR, CONTRACTOR understands that the Board does not provide CONTRACTOR with workers' compensation insurance. Contractor must maintain workers compensation insurance in accordance with State law.~~

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~~Any changes due to new law~~

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iv. ~~CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.~~

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8-6. EMPLOYMENT OF DRIVERS

8-1-6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.

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a. The driver must possess the necessary legal requirements, health and mental requirements, qualifications, licenses, and endorsements, and he/she must pass the requisite background checks. Any Medical or Mental changes due to law

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b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

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8-2-6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates no later than ten (10)-14 business days prior to the start of school; the first day of school each academic year.

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a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.

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b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

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8-3-6.3. Physicals

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a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the first day of daily service of each new school year; expiration of the existing Department of Transportation physical records on file.

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b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

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8.4.6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are ~~considered~~ employees of RCSthe BOARD. Drivers are not sub-contractors of RCSthe BOARD. CONTRACTORS are independent contractors.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her

driver's absence.

- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute driver during the pendency of the investigated driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the Director of Transportation.
- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for ~~RCS~~ the BOARD for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

~~8.5.6.5.~~ The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

~~9.7.~~ **CONTRACT GRIEVANCE PROCEDURES**

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

~~9.1.7.1.~~ CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.

~~9.2.7.2.~~ In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a

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meeting will be held between the Director of Schools or the Director of School's designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.

Failing a resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to ~~appear~~ request to be heard before the Board Transportation Contractor's Review Board ("TCRB") to discuss and explain the matter. The Board TCRB shall .

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render a determination regarding the complaint within thirty (30) days of the

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7.3. CONTRACTOR or the CONTRACTOR'S representative appearing before the Board TCRB.

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9.4-7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.

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9.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools or the Director of School's designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten

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7.5. (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.

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9.6-7.6. The Board reserves the right to appoint a committee require CONTRACTOR to first present the appeal to the TCRB to hear any matter before permitting the CONTRACTOR to address the Board.

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9.7-7.7. The Minutes from the committee TCRB meeting are to be made available to individual Board members prior to any open hearing before the Board.

9.8-7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THEREFROM.

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10.8. DURATION AND TERMINATION OF AGREEMENT

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This Agreement will be for a term of four years, commencing on July 1, 2024-2025, and ending June 30, 2025-2029.

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10.1- 8.1 CONTRACTOR may terminate this Agreement at any time, with or without cause, by giving sixty-thirty (6030) days advance written notice of termination to the Board's Director of Transportation. Should CONTRACTOR fail to give the requisite notice, the Board will hold Contractor responsible for any costs the Board incurs in covering CONTRACTOR'S route.

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8.2 In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the

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open route.

8.3 In the event that during the term of this Agreement there is a change in the form of Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.

8.4 In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's

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failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless the party claiming such breach shall have given the other party written notice of the breach and said party shall fail to cure the breach within thirty (30) days after receipt of such notice.

11.9. INDEMNITY

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims, liabilities, suits or and demands arising out of or related to this Agreement or the performance of the the failure of Contractor to comply with the terms of this Agreement. CONTRACTOR's duties under the terms of this Agreement including, but absolutely not limited to, the operation of any bus and the employment of any driver.

12.10. ASSIGNMENT AND DELEGATION

This Contract may not be transferred or assigned by Contractor except as follows:

- a. Subject to compliance with the terms outlined in Exhibit "C," upon the death of the Contractor, the Contract may be assigned to the surviving spouse or family member of the deceased Contractor for the remainder of the contract term in which the death occurs.
- b. Under special circumstances deemed sufficiently unusual to warrant approving an assignment of the contract, the Board may in its discretion approve an assignment of the Contract.

13.11. GOVERNING LAW

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

14.12. SEVERABILITY

In the event that any provision of this Agreement should for any reason be held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

15.13. REMEDIES FOR BREACH OF CONTRACT

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

16.14. NO WAIVER

The failure of either party of this Agreement to insist upon the performance of any of the terms

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and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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Chairman, Rutherford County Board of
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By: By:

James Sullivan James Sullivan, Director of Schools

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EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

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EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/driver drug and alcohol use.

POLICY OBJECTIVES

- To create and maintain a safe, drug-free working environment for all contracted bus owners/drivers.
- To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.
- To reduce problems of absenteeism, tardiness, carelessness, and/or other unsatisfactory matters related to job performance.
- To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.
- To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

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Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

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ENFORCEMENT

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In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

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The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

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The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

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DRUG TESTING RULES AND
REGULATIONS FOR CONTRACTED BUS
OWNERS/DRIVERS

GENERAL POLICY

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous

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equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

III Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

III Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol Content (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

III Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

IV Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

IV Substance Screening

A. Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-

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contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

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All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

B. Reasonable Cause

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All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

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The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

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C. Random Testing

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The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

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Post-Accident Testing

Contracted bus owners/drivers are required ~~to notify~~ to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

E. Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if

~~((1))~~ said driver was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or ~~(2))~~ said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

F. Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

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TESTING PROCEDURES

I General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

II Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

III Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

IV Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

V Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 2g/L.

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The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

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The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

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If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

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Refusal to submit to any controlled substance test shall mean;

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Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

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Engagement in conduct that clearly obstructs the testing process.

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Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

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VI Procedure Used To Test For The Presence of Alcohol

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(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

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Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

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If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

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Refusal to submit to a test for the presence of alcohol shall mean;

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Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

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Engagement in conduct that clearly obstructs the testing process.

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All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

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VII Evaluations and Return of Results

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The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

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If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

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If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

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The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

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VIII Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours,

of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

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If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

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The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

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The contracted bus owner/ driver may be required to pay the associated costs of re- test in advance but will be reimbursed if the results of the re-test are negative.

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IX Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

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However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

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The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

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Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

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A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

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Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

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X Tests For Which Contracted Bus Owners/Drivers Must Pay:

- A. -Pre-contract DOT drug and alcohol tests
- B. Reasonable cause test if the test result is positive All post-accident tests
- C. Return to duty and follow-up tests Re-certification physical examination
- D. Contracted bus owner/ driver requested re-tests

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VII BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless -certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

GROUND S FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol- testing program for contracted bus owners/drivers:

- i. Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.
- ii. Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.
- iii. Confirmed positive results on any required controlled substance test will be grounds for termination.

~~VIII~~ ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including;

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

~~IX~~ INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/driver may be asked to be present and remove a personal lock. Where the contracted bus owner/driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

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EXHIBIT A
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

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EXHIBIT B
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE
(DEFINING PROBABLE CAUSE)

1. Alcohol
 - Speech - thick, slurred, loud
 - Flushed face
 - General appearance, dishevelment, dirtiness, unkemptness
 - Appearance of eyes - red, watery, heavy lids, fixed pupils
 - Breath - foul, distinctive odor of various intoxicants
 - Gait - wWalking unsteady, deliberately and over-careful, swaying, weaving, stooped
 - Behavior - excessive, silliness or boisterousness
2. Narcotics - (Heroin, Morphine)
 - Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening Red, watering eyes; pupils fixed and constricted
 - Loss of appetite; generally poor physical condition
 - Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars
 - Nausea, vomiting, and muscular twitching resulting from withdrawal
 - Syringes, needles, or other evidence of injections left in a locker or desk

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3. Sedatives and Depressants (Barbiturates)

- Dozing
- Lack of concentration and
- Slurred speech

4. Stimulants (Amphetamines/Cocaine)

- Excessive activity and nervousness; extremely talkative and emotionally expressive
- Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds
- Lack of interest in personal health and hygiene
- Long periods without eating or sleeping
- Impatience or irritability
- Sinus problems; runny nose, headaches
- Trembling and convulsions
- Nausea or vomiting
- Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

5. Hallucinogens (Marijuana, LSD, Mescaline)

- Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands
- Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect
- Depth and time perception may be distorted, making driving and work with machinery dangerous
- Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

- Unreported absences or late arrivals
- Poor or erratic work performances and decreased productivity
- Increase involvement in workplace accidents
- Poor relations with co-workers
- Increased request for time off or early dismissal from work
- Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL

- Turning with wide radius Weaving and swerving Braking erratically
- Slow response to traffic signals
- Slow speed more than 10 MPH below limit Accelerating or decelerating rapidly

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EXHIBIT D
PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

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If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

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After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DHHS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

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Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

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If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

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Refusal to submit means the following:

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- i. Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
- ii. Engagement in conduct that clearly obstructs the testing process.

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EXHIBIT E
PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath- testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

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If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

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If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

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If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

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If the screening and confirmation test results are not the same, the confirmation test result will be used.

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If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the vent of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

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Refusal to submit shall mean the following:

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- i. Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or
- ii. Engagement in conduct that clearly obstructs the testing process.

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EXHIBIT F
CONSENT/RELEASE FORM
CONTRACTED BUS
OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

Contracted Bus Owner/Driver

Date

Superintendent/Designee

Date

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EXHIBIT G
DRUG TESTING PROGRAM ACKNOWLEDGMENT OF
ATTENDANCE AT ~~TRAHNG~~ TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, _____

→

(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

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**RUTHERFORD COUNTY BOARD
OF EDUCATION**

**BUS TRANSPORTATION
SERVICES CONTRACT**

**BEGINNING WITH 2025/2026
SCHOOL YEAR**

**AND CONTINUING THROUGH
2028/2029 SCHOOL YEAR**

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION
SERVICES CONTRACT BEGINNING WITH 2025/2026 SCHOOL YEAR
AND CONTINUING THROUGH 2028/2029 SCHOOL YEAR**

THIS AGREEMENT is executed and entered effective the 1st day of July, 2025 by and between (“CONTRACTOR”), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 (“the Board”).

BACKGROUND

CONTRACTOR is an owner-operator of one or more school buses and desires to provide student transportation services for the Board. The Board is willing to contract with the CONTRACTOR for this purpose. Pursuant to TCA § 49-6-2101(e), CONTRACTOR and the Board have mutually agreed that the terms and conditions of this Agreement will govern their relationship from this date forward and will supersede all prior agreements and understandings between them.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein, CONTRACTOR and the Board agree as follows:

1. ROLE OF CONTRACTOR

The Board contracts with the CONTRACTOR as an independent contractor to provide “daily service” student transportation services for Rutherford County Schools and such “other transportation” as individual schools, clubs, or departments may request.

1.1. “Daily services” is defined as all home-to-school and school-to-home transportation of any students of Rutherford County Schools that take place at the beginning or end of the school day for such students. Variations may be made for mid-day runs for students on abbreviated schedules, and locations such as daycares may be designated as the student’s “home” for the purposes of “daily services.”

1.2. “Other transportation” is defined as any school-approved transportation of students and Rutherford County Schools personnel other than daily services, e.g. transportation to/from extracurricular events. Daily services must be completed prior to a bus engaging in other transportation.

2. SPECIFIC DUTIES OF CONTRACTOR

CONTRACTOR will ensure that s/he and any drivers working for CONTRACTOR will perform those duties and services as are customarily performed by school bus drivers in the State of Tennessee and will perform those duties faithfully, conscientiously, and to the best of his/her ability. These specifically include but are not limited to the following:

2.1. Personal Conduct

- a. To engage in no act or omission that endangers the safety and/or wellbeing of any student or places any student at risk.
- b. To establish appropriate rapport with students, parents, and school administrators to ensure proper student management.
- c. To comply with the Board's drug and alcohol policies contained in "Appendix A" of this agreement. Any updates to these policies shall be furnished to CONTRACTOR, and CONTRACTOR will comply with said changes during this Agreement.
- d. To submit to random background checks and drug and alcohol testing as may be required by the policies and procedures of the Board or any governmental agency and/or as may otherwise be necessary to determine the fitness for duty of CONTRACTOR, and to require any driver the CONTRACTOR may employ to submit to these background checks and testing. A copy of the testing protocols is attached in "Appendix A." The initial screening to qualify as a driver shall be paid by the individual being screened, as well as the second test of a split sample when requested by the individual being screened. Random and unplanned drug screening shall be conducted between 8:00 a.m. and 12:00 p.m., Monday through Friday, during CONTRACTOR'S scheduled working days under the terms of this Agreement unless a random or unplanned drug screen is necessary for post-accident review or based on reasonable suspicion.
- e. To ensure all drivers understand that no smoking, vaping, or use of tobacco products is allowed by any person on any bus or on any Board property at any time.
- f. To provide Transportation Department with a copy of the insurance card and either a bus registration or a lease agreement in CONTRACTOR's name for all contracted bus routes.

2.2. Maintenance and Inspection of Buses

- a. To ensure that CONTRACTOR'S buses are always clean, well-maintained, in good operating condition, and completely safe for the transportation of students.
- b. To obtain or have access to one or more substitute school buses capable of transporting like number of students assigned to the school bus route and to have each such substitute bus pre-approved by the Board's Transportation Department and to also have a competent substitute driver who meets the qualifications specified in Section 6.1 of this Agreement to cover the Contractor's assigned route(s) which has been pre-approved by the Board's Transportation Department. If the Transportation Department determines it is necessary to assign others to cover a route for any day, days, or partial days, the Board shall deduct from Contractor's compensation the amount equal to the Contract amount for each day

the Contractor does not provide service and the amount deducted will be paid to the other bus contractors covering the routes(s). In the event a Contractor's route(s) is covered by other persons or entities for twelve (12) days or more in an academic year, the Board may assess a penalty against the Contractor to be withheld from the compensation due Contractor hereunder at the rate of One Hundred Dollars (\$100) per day for each day their route(s) is covered by another person or entity and Fifty Dollars (\$50) for each half day their route(s) is covered by another person or entity. In the event a Contractor's route is covered by another person or entity for twenty (20) days or more within an academic year, the Board may terminate this Contract.

- c. All substitute drivers shall have proof of qualifications and contact information on file with the BOARD Transportation Department.
- d. To ensure that all buses are properly numbered with a Rutherford County School's assigned number; and have "Rutherford County Schools" properly displayed. Bus numbers shall be black, a minimum of six inches (6") in height, and shall not be placed on fenders, bumpers, etc. The bus number shall be displayed in the following locations:
 - i. On the left side of the bus body near the front, but not obscured by the stop arm;
 - ii. On the right side of the bus near the front door, but not obscured by the door;
 - iii. On the right rear of the bus near the emergency door.
 - iv. Temporary numbers shall follow all of the above guidelines. A bus should never have more than one bus number displayed at the above locations at any one time.
- e. To allow and facilitate the periodic inspection of CONTRACTOR's bus by Rutherford County Schools, the Tennessee Department of Education, the Tennessee Department of Safety and Homeland Security, and/or any other governmental agency. The Board's Transportation Department shall give CONTRACTOR forty-eight (48) hour notice of its intent to inspect for any other reason.
- f. To ensure that all licenses, endorsements, permits, vehicle inspection reports, and similar documentation required for the CONTRACTOR to operate his/her bus or substitute bus for transportation of students are valid and current at all times, and to make such documents available as required by Rutherford County Schools and/or any other governmental agency.
- g. CONTRACTOR shall be required to maintain general liability insurance coverage from an insurance company licensed in the State of Tennessee with an

AM Best rating of A- or better, or as otherwise acceptable to the Board, naming the Board as an additional insured. Each CONTRACTOR shall maintain liability insurance with coverage limits as required by State law, but with auto liability coverage limits of no less than \$1,000,000 for auto liability, \$1,000,000 for general business liability, and a \$2,000,000 umbrella policy that provides additional coverage to the auto liability and general business liability policies. The deductibles under the policies shall be no more than \$2,500. CONTRACTOR may obtain more insurance coverage if they choose to do so. The liability insurance of the CONTRACTOR shall be primary as between any other insurance coverage. CONTRACTOR shall provide the Board with a written Certificate of Insurance confirming coverage required under this Agreement no less than once annually and as requested by the Board. Each policy shall include a provision that it may not be cancelled without the insurance carrier providing thirty (30) days advance written notice to the Board. Upon the termination of this contract for any reason, CONTRACTOR must provide a certificate of insurance to the Board within five (5) days of the last day of service hereunder confirming insurance coverage with the minimum coverages stated above for all claims and occurrences accruing through the CONTRACTOR's last day of service. If a CONTRACTOR fails to maintain the insurance required hereunder or fails to provide the Board proof of coverage upon the Board's request, the Board may suspend or terminate this Contract. CONTRACTOR is also encouraged to obtain additional auto and business liability and property casualty insurance coverage on CONTRACTOR's buses. Notwithstanding the above, if applicable law allows the BOARD to provide liability insurance coverage for CONTRACTORS and the Board elects to do so, the obligations under this Section 1.3 shall terminate.

2.3. Operation of Buses

- a. To require any driver driving on behalf of CONTRACTOR to participate in such safety training and continuing education as may be directed or required by Rutherford County Schools or any state or federal agency.
- b. To complete, certify, and submit mileage affidavits three (3) days following the first full day of the new school year each academic year.
- c. To complete, certify, and submit all forms requested or required by the Board's Transportation Department including, but not limited to, Bus Vehicle Identification Number information, driver information, and bus checker form no later than ten (10) business days prior to the first day of school at the beginning of each academic year. Updated route sheets, pupil load reports, and bus stop changes four weeks after the first full day of the new school year.
- d. To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- e. To require any driver driving on behalf of the CONTRACTOR to be familiar with and abide by all policies, procedures, rules, regulations and other requirements affecting student transportation including, but not limited to, those set forth in the

Rutherford County Schools Handbook and the Board Policy Manual, which the Board and/or Rutherford County Schools may revise and/or amend from time to time. Provided, however, the BOARD shall notify CONTRACTOR in writing at least thirty (30) days prior to any changes in existing policy that explicitly pertains to buses except as required by law.

- f. To report all injuries, accidents, and occurrences to the Board and its insurance carrier within the time limits specific by the carrier and the Board's transportation Department and to cooperate fully in the Board's and/or carrier's investigation of all accidents and occurrences.
 - i. Accidents will be classified as preventable or non-preventable by the Rutherford County's insurance carrier or insurance department. If CONTRACTOR is responsible for two (2) or more preventable accidents within a three (3) year period, the Board reserves the right to prohibit the responsible bus driver from operating a bus and the Board may, within the Board's discretion, terminate this Contract with the CONTRACTOR. In the event a CONTRACTOR is involved in an accident, the Board's Transportation Director shall advise the CONTRACTOR as to whether the Rutherford County's insurance carrier classifies said accident as preventable or non-preventable.
 - ii. Anytime a student is injured while on the bus or at a bus stop and a CONTRACTOR's bus driver is aware of the incident, the CONTRACTOR is responsible to file a report with the transportation department for the Board immediately.
- g. To refrain from display on any bus advertising signage, personal statements, religious symbols or statements, or political signage or statements except for signage approved by the Board Transportation Department advertising bus driver positions available for hire
- h. To ensure all drivers do not permit the bus aisle to be blocked for any reason. The path to the exit and emergency door must always be clear. CONTRACTOR shall make adequate accommodations on the bus for carry-on items in compliance with these provisions. Any questions regarding the safety or appropriateness of carry-on items determined by a driver to be dangerous, hazardous, or unsafe must be referred to the Director of Transportation by the CONTRACTOR.
- i. Animals are not allowed on buses except as required by law or when required under the terms of an Individualized Education Program (IEP) for a special education student.
- j. Carry-on items must be held in the student's lap and must not exceed seat height when sitting on the floor of the bus.
- k. To ensure that all bus drivers are physically and mentally competent to safely drive and operate a bus. The Board Transportation Department reserves the right

to require physical medical examinations of drivers. Any drivers which are not determined to be physically or mentally fit to safely drive and operate a bus shall not be permitted to drive a bus under this Contract.

2.4. Capacity

- a. Except as provided hereinbelow, non-special education buses must be rated for a capacity for ninety (90) passengers or more. For certain routes approved in advance by the Transportation Department, buses rated for a capacity of seventy (78) or more can be utilized. In the event Contractor elects to utilize a bus rated for less than ninety (90) passengers, Bus Contractor acknowledges and agrees that the routes assigned to said Contractor are subject to being lost or changed more frequently than a ninety (90) passenger bus. The Board cannot guarantee routes will be available for buses of less than ninety (90) passengers. Notwithstanding the above, Contractor is responsible at all times to provide a bus meeting the capacity requested by the Board for each route assigned to Contractor.
- b. Special education buses must have seating between twenty-two (22) and thirty-four (34), with a minimum of one spot for a wheelchair.
- c. CONTRACTOR shall not change the type or size of a bus to result in added expenses for the Board unless, prior to any change, there has been an agreement in writing between the CONTRACTOR and the Board, unless the change was caused by circumstances beyond the CONTRACTOR'S control.

2.5. Bus Equipment- specific responsibilities of Board: BOARD

- a. Radios
 - i. The Board requires that anytime a bus of the CONTRACTOR is in operation, a two-way radio is on and operating and the Board's Transportation Department should be notified anytime the two-way radio is not operating properly.
 - ii. Radios are to be used for school transportation related issues only. Federal guidelines for proper radio operation apply.
 - iii. CONTRACTOR shall permit the Board's Transportation Department access to the Radio system and all equipment provided by the Board at any time for the purpose of inspecting or repair of the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the radio or equipment from the bus. Notification may be made by call, email, or in person.
 - iv. BOARD is responsible for the maintenance and operation of the radio within state and federal Rules and Regulations.
 - v. In the event the Board and/or the Board's Transportation Department

determines it necessary to modify or upgrade the existing radio system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD. The BOARD shall be responsible to pay the costs of any repairs required to a Bus following any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.

b. Camera/Digital Recording

- i. CONTRACTOR shall allow BOARD to equip buses with a Board-approved camera/recording system; to verify the system is on and operating anytime the bus is in use for transportation activities in which Rutherford County school students are involved; and to notify the Board's Transportation Department anytime the system is not operating properly.
- ii. The data recorded by the camera/recording system shall be the property of the Board, and shall, under no circumstances, be copied, disclosed, or altered by the CONTRACTOR.
- iii. CONTRACTOR shall permit the Board's Transportation Department access to the camera/recording system at any time for the purpose of reviewing and retrieving the recorded data and inspecting the operation of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the video from the bus. Notification may be made by call, email, or in person. The BOARD shall also permit a CONTRACTOR to view any recordings pertaining to the CONTRACTOR'S bus at the BOARD's office during normal business hours upon written request in advance within two business days of receipt of said written request.
- iv. The CONTRACTOR shall protect the camera/recording system and its recorded data against any harm, damage, or loss.
- v. BOARD is responsible for the maintenance and operation of the camera/digital recording device.
- vi. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing camera/recording system, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD.

c. Global Positioning System (GPS)

- i. CONTRACTOR shall allow BOARD to equip all buses with a Board-approved GPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
 - ii. BOARD is responsible for the maintenance and operation of the GPS.
 - iii. CONTRACTOR shall permit the Board's Transportation Department access to the GPS system at any time or the purpose of the repair of the system. The Transportation Department shall notify the CONTRACTOR prior to accessing the GPS from the bus. Notification may be made by call, email, or in person.
 - iv. In the event the Board and/or the Board's Transportation Department determines it necessary to modify or upgrade the existing GPS, BOARD will provide the compliant system. CONTRACTOR is required to work with BOARD to guarantee installation of the new system within thirty (30) days of notification from BOARD.
- d. Special Education buses shall have wheelchair lifts and be outfitted with all State and Federally mandated disability equipment. It is the responsibility of the CONTRACTOR to verify proper operation of the equipment and maintain all equipment in conformity with State and Federal law. All Special Education buses purchased or approved within this contract period must be equipped with functioning air conditioning systems.

2.6. Communication with the BOARD Transportation Department

- a. CONTRACTOR shall have an active telephone number, email, and address on file with the BOARD Transportation Department. CONTRACTOR must be available at all times by phone or email, in case of emergency or planning changes.
- b. CONTRACTOR shall also provide active telephone numbers, email, and addresses for all drivers no later than ten (10) business days before the first day of school each academic year.
- c. CONTRACTOR must attend one Transportation Meeting each year to be held on the fourth (4th) Thursday in July or such other date for which the Board's Transportation Department notifies the Contractor in writing. The only excused absences from said meetings shall be due to medical or bereavement. Notwithstanding the above, if CONTRACTOR operates a special education bus, the CONTRACTOR shall be required to attend an additional meeting which be planned and announced by the Director of Transportation a minimum of three (3) weeks in advance.

- d. At the request of the Transportation Director, CONTRACTOR shall furnish on forms specified by the Board a completed route sheet indicating streets or roads, stop locations, and number of students by grade level at each stop and/or other pertinent information four weeks after the first full day of the new school year. If after written notification to CONTRACTOR by the Board, CONTRACTOR has not provided accurate route information to the Board as requested by the Board, the Board may suspend payments of compensation to the CONTRACTOR until such time as said information is provided.
- e. CONTRACTOR shall supply no later than ten (10) business days prior to the first day of school each year for each academic year the name, address and phone number of the person that will check the bus at the end of every run to confirm that no person remains on the bus. This ensures compliance with TCA § 49-6-2114. The Board Transportation Department must be notified in writing of any change of said information within twenty-four (24) hours of any change.
- f. CONTRACTOR should address all concerns and grievances to the Director of Transportation. If not resolved, CONTRACTOR may utilize the grievance procedure contained in Section 6.

2.7 Penalties for Specific Acts of Non Compliance.

While each and every duty set forth in this Agreement is vitally important to the transportation of Rutherford County Students, CONTRACTOR understands and agrees that the BOARD may impose fines on CONTRACTOR for each incident of non-compliance with this Agreement as follows:

- a. First (1st) Performance Infraction: Verbal Warning.
- b. Second (2nd) Performance Infraction: Formal Written Warning.
- c. Third (3rd) Performance Infraction: Meeting with the Transportation Manager, Chief Operations Officer, and School Board Transportation Liaison.
- d. All Subsequent Performance Infractions: Liquidated damages as noted in the following chart:

PERFORMANCE INFRACTION	LIQUIDATED DAMAGES
Failure to maintain inspection reports, maintenance records, and any other items required for a minimum of 1 year.	\$100 per record
Failure to adhere to approved routes.	\$50 per incident
Route late to school in the morning by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school after bell time and open its doors to let off passengers after the designated school start time.	\$100 per incident
Route late to school in the afternoon by the following definition: A late bus is defined as a bus that is shown on the GPS to have arrived at the school more than 30 minutes after bell time.	\$100 per incident
Failure to report bus not running.	\$100 per incident
Failure to have the bus properly numbered with a Board assigned number displayed on all four sides; and have "Rutherford County Schools" properly displayed on two sides.	\$50 per day
Misuse of radio for non-transportation business.	\$50 per incident
Failure to report broken or damaged audio/visual monitoring system components.	\$50 per incident
Failure to report broken or damaged radio	\$50 per day
Failure to turn in required paperwork when due.	\$25 per day
Failure to comply with vehicle operation laws (including failure to wear seat belt, verifiable speeding, and failure to stop at railroad crossings	\$100 per incident
Special Education Bus with non-functioning lifts and required equipment for students with disabilities.	\$50 per day
Failure to notify the Transportation Department of an accident immediately.	\$100 per incident

CONTRACTOR APPEAL RIGHTS. CONTRACTOR may appeal the issuance of any action hereunder by the Transportation Department within ten (10) business days of CONTRACTOR's receipt of a written notice of the action as follows:

- (i) CONTRACTOR shall have the right to appeal the action to the Director of Schools by written notice. Director shall issue a written determination in regards to the appeal to CONTRACTOR.
- (ii) If CONTRACTOR is not satisfied with the Director of School's decision, the CONTRACTOR may appeal the action to the Transportation Contractor's Review Board ("TCRB") within ten (10) business days of the date of the Director of School's decision. The TCRB shall be a board composed of three (3) individuals, namely, a Board Member or other person appointed by the Chairman of the Board of Education, a staff person outside the Transportation Department appointed by the Director of Schools, and the Board of Education Attorney or his/her designee. No employee of the Transportation Department shall be eligible to serve on the TCRB.

3. SPECIFIC DUTIES OF THE BOARD

The BOARD, its agents, or employees will perform the following duties faithfully, conscientiously, and to the best of its ability. These specifically include but are not limited:

3.1 To notify Contractor in writing at least thirty (30) days prior to the implementation of any new or revised policies that explicitly pertain to buses except as required by law.

3.2 To designate the route to be followed, the school bell times, or schools which shall be serviced by the Contractor.

3.3 To communicate expectations regarding student carry-on item restrictions to school administrations which shall include, except as provided below, a prohibition of all glass, food, and drink on buses except for lunches in lunch boxes or other containers to be consumed at school and not on the bus and water. Notwithstanding the above, students who provide written proof of medical reasons or of a Individualized Education Plan (IEP) of a need to bring food and consume the same on the bus shall be permitted to do so.

3.4 To notify Contractor at least thirty (30) days in advance when Board mandated radio, GPS or camera/digital recording device is scheduled for modification, upgrade or replacement.

3.5 To repair any damage to Contractor's bus caused by the installation of new or replacement Board mandated equipment, device, or chemical solution. Bus shall be returned to the condition it was in prior to equipment installation or chemical use (as near as is reasonably practicable having due regard for normal wear and tear).

3.6 To provide first payment to Contractor on the twenty-sixth (26th) day of the month that

the school year commences or earlier. Contractor shall be paid on the twenty-sixth (26th) day of each month thereafter or earlier. Checks shall be made available within three (3) days of being produced by the County Government.

3.7 To provide Contractor with a list of students prior to the first day of school who appear within the records of the school system to be on Contractor's route. Contractor acknowledges and agrees that said list cannot be fully accurate, and Bus Contractor remains responsible to pick up, drop off, and transport all students on the assigned route regardless of whether the student is on the list. Contractor acknowledges and agrees the school system has limited information as to what students are on a route, and the Board is not responsible to provide a fully accurate list and is released and held harmless from any liability if the list is not accurate.

4. BUS ROUTES AND ROUTE AWARDING

4.1. The Board, through the Director of Transportation or other designee, will have absolute authority, at any time, to plan, establish, alter, consolidate, or abolish bus routes for the efficient operation of the Rutherford County School System. The Transportation Department may receive input provided by Contractor on route issues, but the BOARD and the Transportation Department shall have the ultimate decision regarding the same. Abolishment of a route will not be considered termination of this Contract. Termination grounds are contained in Section 8.

4.2. Route awarding shall comply with Board Policy.

4.3. After a Contract is entered into, the route assigned by BOARD remains the responsibility of the Contractor for the duration of his/her contract with the Board. Exchanges may only occur with the express written permission of the Director of Transportation after communicating with the Contractors and determining such an exchange creates a cohesive route management system with positive long-term benefits for the students, parents, contractors, and the Transportation Department and is essential to the functioning of the Board.

5. COMPENSATION OF CONTRACTOR

CONTRACTOR's compensation shall consist of and be limited to the following:

5.1. Compensation for Daily Service

a. Payment Table

- i. The Board shall pay CONTRACTOR for CONTRACTOR's services as follows subject to minimums for mileage in Section 5.1 (c) stated hereinbelow:
 - A. An amount equal to the product of the miles driven as set forth in section 5.1(c)(i) below multiplied by the applicable Mileage Rate as set out below, and to said amount shall be added an amount equal to the Seat Rate as set out below multiplied by the number of seats on the bus. For all buses, the Seat Rate shall be based on

the actual number of seats on the bus. The only exception shall be a seat rate penalty applied to special education buses with inoperable lifts/equipment for student with disabilities as set out in Section 2.7 above.

Base Period – July 1, 2025 to July 1, 2026 (5% raise from 2024-25)

<u>CAPACITY</u>	<u>SEAT RATE</u>	<u>MILEAGE RATE</u>
78 & over	57.866	2.149
22 to 28	116.704	2.065

July 1, 2026 to July 1, 2027 (% increase from Base)

<u>CAPACITY</u>	<u>SEAT RATE</u>	<u>MILEAGE RATE</u>
78 & over		
22 to 28		

July 1, 2027 to July 1, 2028 (% increase from previous year)

<u>CAPACITY</u>	<u>SEAT RATE</u>	<u>MILEAGE RATE</u>
78 & over		
22 to 28		

July 1, 2028 to July 1, 2029 (% increase from previous year)

<u>CAPACITY</u>	<u>SEAT RATE</u>	<u>MILEAGE RATE</u>
78 & over		
22 to 28		

b. Fuel Rate Adjustment

- i. In addition to the compensation paid to the CONTRACTOR under the mileage and seat rate formula, the Board shall pay an additional amount to account for any fuel increases over the base set forth below, if any. The weekly fuel price data from the Energy Information Administration for the Mid-West shall be averaged together for the month during the operating period which will be used as the “Index” under the formula. The formula for fuel adjustments, if any, is as follows:

$$(\text{Index} - (\text{Base} + 10\%)) \times \text{Route Mileage} \times \text{Days} / \text{Factor} = \text{Fuel Price Adjustment}$$

- ii. The “base” for the fuel adjustment will be \$----- 4.00 per gallon for Diesel operated buses. The “base” for gasoline operated buses shall be \$3.50 per gallon. The “base” for propane operated buses shall be \$3.00

per gallon. The Board agrees to review the Base at least annually during the Term of this contract and reserves the right to adjust the Base at such time the Board determines appropriate to do so.

- iii. A fuel adjustment will be paid when the monthly average diesel price Index is 10% over the Base for the operating period for which CONTRACTOR is being paid. CONTRACTOR is responsible to pay any fuel increases less than 10% over the Base during the operating period. To the extent the Index is in excess of 10% over the Base, the amount of said excess shall be multiplied by the Route Mileage and then multiplied by Days Driven. The Product of that calculation shall then be divided by the applicable miles per gallon Factor set forth in subsection iv for the Fuel Price Adjustment.
- iv. The miles per gallon "Factor" for transit routes is 4 miles per gallon and for special education routes is 5.25 miles per gallon. EXAMPLE: Assuming an 60-mile route, non- special education, with a monthly averaged Index at \$4.80. The Base is 4.00. To determine whether a Fuel Adjustment is even due, it must first be determined whether the Index is 10% or more higher than the Base. $4.00 ((\text{Base}) \times .10 \text{ (the 10 percent)}) = .400$. $4.00 + .40 = 4.40$. Accordingly, the Index is 40 cents more than 10% over the Base. To then determine the amount of Fuel Price Adjustment due, the calculation is as follows: $60 \text{ (Route Mileage)} \times 20 \text{ (days driven)} \times .40 \text{ (Amount over Index)} = 480$. $480 / 4 \text{ (the Factor)} = \120 . \$120 is the amount to be paid to the Contractor for the Fuel Adjustment by the Board.
- v. If the fuel price goes above six dollars (\$6.00) per gallon, the Board agrees to review the mileage factors set forth above.
- vi. The fuel price adjustment will be paid one month in arrears except for September, October, and November which may be paid by the Board in the same month for which the adjustment is made if the Board is capable of calculating the same based on released Index data.

c. Mileage Compensation

- i. For regular buses (78 and over seat capacity), mileage compensation shall be based on a guarantee of sixty (60) miles if the route is under sixty (60) miles or actual miles if the route is over sixty (60) miles, beginning in the morning at the point where the first child is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last child of the last load leaves the bus.
- ii. For special education buses (22 to 34) seat capacity), mileage compensation shall be based on a guarantee of one hundred (100) miles if the route is under one hundred (100) miles or actual miles if the route is over one hundred (100) miles, beginning in the morning at the point where

the first passenger is picked up, and continue until the last load of children is delivered at school. In the afternoon, mileage shall begin at the school and continue until the last passenger of the last load leaves the bus.

- iii. Actual mileage may be measured by a designee of the Board, and it may be measured by using the GPS system. CONTRACTOR has the right to review the GPS mileage data for his/her buses. If CONTRACTOR believes there are errors in the GPS calculation, the CONTRACTOR has the right to appeal to the Director of Transportation.
- iv. For each bus, the actual mileage will be multiplied by the mileage amount (or analogous “per mile” amount) indicated below. The resulting product shall be referred to as the “mileage rate.”
- v. The actual mileage to be covered by the CONTRACTOR may be increased or decreased, and the location, course, and/or destination of the bus route is solely at the discretion of the Director of Transportation. The Director of Transportation is to take into consideration the effect the route will have on the CONTRACTOR, but ultimately, the route will be determined to be what is in the best interest of Rutherford County Schools, in the sole discretion of the Director of Transportation. CONTRACTOR shall not change, increase, or decrease the route without approval of the Director of Transportation. Any change to routing mileage becomes effective upon written notification to CONTRACTOR, with notice of the change to be sent verifying said change to the Contractor within forty-eight (48) hours prior to such change.
- vi. Mileage must be verified by the CONTRACTOR immediately after the school term begins. Once the actual mileage has been checked and verified by the CONTRACTOR and Director of Transportation, the mileage compensation shall be adjusted to that mileage. CONTRACTOR shall furnish the Board five (5) days after the first full day of school with an affidavit of the total compensable miles traveled.
- vii. After an actual mileage check has been made, if the actual mileage is greater than the tentative mileage specified, CONTRACTOR shall be compensated for the additional mileage already driven. If the actual mileage, as defined in Sections (c)(i) and (ii) above, is less than the tentative mileage specified, a reduction in compensation will be made to adjust for the excess compensation received by CONTRACTOR. Adjustments shall not result in a reduction lower than the minimum mileage set forth in Sections (c)(i) and (ii).
- viii. If a CONTRACTOR requires a mileage adjustment for a route, the adjusted mileage affidavit shall be furnished to Department of Transportation no later than thirty (30) days from the date of the change. Failure to timely submit the affidavit will result in mileage overages not being paid by BOARD to CONTRACTOR.

- d. In addition to the seat rates and mileage rates and subject to the BOARD not providing liability insurance coverage for CONTRACTOR on routes assigned by the BOARD, the CONTRACTOR shall be paid an annual fee of Four Thousand Dollars (\$4,000) (“Insurance Fee”) per bus route awarded to the Contractor for liability insurance costs. The Insurance Fee shall be paid on or before July 1, 2025 and on or before July 1 of each subsequent year during the term of this Agreement. Beginning July 1, 2027, in the event the annual premiums for insurance coverage for liability insurance required by this Agreement have increased by more than thirty percent (30%) above said Four Thousand Dollars (\$4,000) amount, the BOARD agrees to review the amount of the Insurance Fee. CONTRACTOR shall be responsible to pay for any workers compensation insurance required, if any, and for an additional insurance coverage CONTRACTOR chooses. In the event of a change in State law and the BOARD provides liability insurance coverage for CONTRACTOR on assigned routes, the BOARD shall not be required to pay the Insurance Fee.
- e. Period of Operation and District Closure
 - i. CONTRACTOR shall provide school bus service pursuant to the terms of this Agreement for the full school/classroom calendar established by the Board. CONTRACTOR will be paid for all in-school classroom and virtual learning days only, with a minimum guarantee of one hundred eighty (180) days each year subject to the exceptions set out in Sections d(ii) through (v) below.
 - ii. For any calendared school day closed due to inclement weather, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstance as if the bus/es ran that day. See subsection (iv) for rescheduled days.
 - iii. In the event all school is cancelled and no learning is occurring either in-person or virtually in the District for war, political unrest, riots, prolonged shortages of energy supplies, lockouts, pandemic, epidemic, acts of state or governmental action prohibiting or impeding any party from performing its respective obligations, or other acts of God not covered by inclement weather days, CONTRACTOR shall receive compensation for services that would have been performed under normal circumstances for up to ten (10) consecutive school days of closure in a single cancellation period. If the number of cancelled district-wide school days exceeds ten (10) consecutive school days in a single period, CONTRACTOR will be paid 92% of compensation for services that would have been performed under normal circumstances. A cancellation period is a set of consecutive days that begins on the first day all school is cancelled and ends on the last consecutive school day of the closure.

- iv. If school days in which CONTRACTOR was paid in full despite closure are rescheduled, those days will not be compensated as they have already been accounted for in the compensation.
- v. If school days in which CONTRACTOR received partial compensation are rescheduled, CONTRACTOR shall be paid the remaining owed compensation (8% per day for each day CONTRACTOR was paid 92% previously).

5.2. Compensation for Other Transportation

- a. All arrangements and compensation for transportation outside of Daily Services shall be at the discretion of the Principal or Department Head requesting such transportation and the CONTRACTOR.

5.3. No Other Compensation or Benefits

- a. The compensation set forth in this Agreement is to the exclusion of all other forms of compensation or benefits. The CONTRACTOR understands and agrees that s/he is to bear all other costs and expenses arising out of or related to his/her duties under this Agreement.
- b. Workers' Compensation. Contractor must maintain workers compensation insurance in accordance with State law.

6. EMPLOYMENT OF DRIVERS

6.1. Any driver employed by the CONTRACTOR must be qualified to operate a school bus.

- a. The driver must possess the necessary legal requirements, health and mental requirements, licenses, and endorsements, and he/she must pass the requisite background checks.
- b. The driver must possess the practical skill and knowledge necessary to operate a school bus and to control its students.

6.2. CONTRACTOR shall specify the assigned driver for each route that CONTRACTOR operates no later than ten (10) business days prior the first day of school each academic year,

- a. The Board's Director of Transportation must approve any driver and any substitute driver in advance of the CONTRACTOR employing that driver on any Rutherford County Schools route or trip.
- b. The Board's Transportation Department will maintain a current list of approved drivers and substitutes.

6.3. Physicals

- a. CONTRACTOR shall require every driver to submit to an annual Department of Transportation physical examination. CONTRACTOR must submit records of these examinations to the Board's Transportation Department prior to the expiration of the existing Department of Transportation physical records on file.
- b. When a bus driver has not been driving due to a sickness, illness, or other medical condition, the Board reserves the right to require said driver to have a medical examination by a physician selected by the Board or the Director of Transportation to confirm that the driver is able to safely operate a bus. In the event, the Board's selected physician is unable to determine from said physical examination that the driver can safely operate a bus, the Board reserves the right to prohibit said driver from operating a bus. The Board shall be responsible to pay the costs of any examination if required by the Board. CONTRACTOR agrees to require the driver to execute a release to allow the examining physician to deliver a written report of said examination to the Board.

6.4. Direction and Control

- a. CONTRACTOR nor his/her drivers are employees of the BOARD. Drivers are not sub-contractors of the BOARD. CONTRACTORS are independent contractors.
- b. CONTRACTOR is solely responsible for hiring, firing, directing, and controlling the drivers s/he employs in fulfillment of the CONTRACTOR's obligations under the terms of this Agreement.
- c. CONTRACTOR is responsible for providing substitute or route coverage in his/her driver's absence.
- d. CONTRACTOR will hold his/her drivers accountable for the faithful performance of the duties set forth in this Agreement and will require each of his/her drivers to be familiar with the terms of this Agreement, the policies of the Board, and the expectations of the Department of Transportation.
- e. In the event that any driver comes under investigation for any reason that might disqualify him/her from operating a bus for the Rutherford County Schools, CONTRACTOR will suspend the driver pending resolution of the investigation. CONTRACTOR must provide a substitute driver during the pendency of the investigated driver's suspension. Failure to do so will permit the Director of Transportation to immediately arrange for alternate student transportation until such time as a satisfactory driver is provided. Payments to the CONTRACTOR may be suspended until the situation is resolved to the satisfaction of the

Director of Transportation.

- f. The Director of Schools, on behalf of the Board, reserves the right to not allow any bus driver to continue to drive for the BOARD for violation of the policies of the Board regarding the health, safety and welfare of the children transported by contractor under this Contract. In the event the Director of Schools deems it necessary to suspend or remove any driver's eligibility to drive a school bus for Rutherford County, notice shall first be given to the Contractor, stating in detail the reason for the suspension prior to any notice being given to the driver.

6.5. The CONTRACTOR is solely responsible for any compensation due to any driver s/he employs/contracts. CONTRACTOR is further responsible for complying with all applicable wage and hour regulations, withholding requirements, and workers' compensation laws.

7. CONTRACT GRIEVANCE PROCEDURES

CONTRACTOR shall utilize the following procedures with respect to any problems CONTRACTOR may have in connection with the administration of this Agreement by the Board, its agents, or employees:

7.1. CONTRACTOR shall file a Contract administration complaint in writing within ten (10) business days of the matter complained of. The matter shall be discussed between CONTRACTOR and/or his/her selected representative and the Director of Transportation within ten (10) business days of filing.

7.2. In the event the matter is not satisfactorily resolved within the time period set forth in paragraph 7.1, the CONTRACTOR shall submit a request, by notification to the Director of Schools for additional review of the matter by the Director. Said notification shall be submitted within five (5) business days of the last day of the discussion time period set for in paragraph 7.1. Within ten (10) business days after the notice to the Director of Schools, a meeting will be held between the Director of Schools or the Director of School's designee, the Director of Transportation and the CONTRACTOR and/or the CONTRACTOR's selected representative to discuss the matter.

7.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to request to be heard before the Transportation Contractor's Review Board ("TCRB") to discuss and explain the matter. The TCRB shall render a determination regarding the complaint within thirty (30) days of the CONTRACTOR or the CONTRACTOR'S representative appearing before the TCRB.

7.4. Any matter which is withdrawn shall be with prejudice, not to be re-filed again.

7.5. In any case where the grounds for the complaint arise from a written suspension of a bus driver, the CONTRACTOR shall have the right to appear before the Board to discuss the matter after a conference with the Transportation Director and the Director of Schools or the

Director of School's' designee. In all cases of suspension in which the CONTRACTOR requests to appear before the Board, written details of the charges will be furnished to the CONTRACTOR at least ten (10) days prior to the hearing. Should the complaint against the bus driver be dismissed after the hearing, the bus driver will be restored to approved status and the CONTRACTOR paid the full amount of any Contract price withheld during the pendency of the matter.

7.6. The Board reserves the right to require CONTRACTOR to first present the appeal to the TCRB to hear any matter before permitting the CONTRACTOR to address the Board.

7.7. The Minutes from the TCRB meeting are to be made available to individual Board members prior to any open hearing before the Board.

7.8. CONTRACTOR AGREES THAT THE PROCEDURE SET FORTH HEREIN SHALL CONSTITUTE HIS/HER EXCLUSIVE ADMINISTRATIVE REMEDY AND THAT FAILURE TO TIMELY PURSUE SAID PROCEDURE SHALL CONSTITUTE A WAIVER OF THE MATTER COMPLAINED OF, AND ANY RIGHT OR CAUSE OF ACTION, ARISING THEREFROM.

8. DURATION AND TERMINATION OF AGREEMENT

This Agreement will be for a term of four years, commencing on July 1, 2025, and ending June 30, 2029.

8.1 CONTRACTOR may terminate this Agreement at any time, with or without cause, by giving thirty (30) days advance written notice of termination to the Board's Director of Transportation. Should CONTRACTOR fail to give the requisite notice, the Board will hold Contractor responsible for any costs the Board incurs in covering CONTRACTOR'S route.

8.2 In the event of reduced enrollment, or other good and sufficient reason, the Board may transfer/alter CONTRACTOR's route, or offer CONTRACTOR an open route, if one is available. In the event more than one CONTRACTOR is considered for an open route, seniority of existing CONTRACTORS will be used as the determining factor in awarding the open route.

8.3 In the event that during the term of this Agreement there is a change in the form of Rutherford County Government, or there is a consolidation of the school systems in Rutherford County and the City of Murfreesboro, this Agreement may be terminated by the Board.

8.4 In the event of a material breach of this Contract, the Board may immediately suspend this Contract. CONTRACTOR shall immediately resolve the material breach to the satisfaction of the Board. In the event of a breach of this Contract by CONTRACTOR, the Board may within its sole discretion, terminate this contract by giving thirty (30) days' notice. The Board's failure to terminate contract upon breach shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations. No breach of this Contract on the part of a breaching party shall be deemed material, unless

the party claiming such breach shall have given the other party written notice of the breach and said party shall fails to cure the breach within thirty (30) days after receipt of such notice.

9. INDEMNITY

The CONTRACTOR will protect, defend, indemnify, and hold the Board harmless from any and all claims, liabilities, suits and demands arising out of or related to the failure of Contractor to comply with the terms of this Agreement.

10. ASSIGNMENT AND DELEGATION

This Contract may not be transferred or assigned by Contractor except as follows:

- a. Subject to compliance with the terms outlined in Exhibit "C," upon the death of the Contractor, the Contract may be assigned to the surviving spouse or family member of the deceased Contractor for the remainder of the contract term in which the death occurs.
- b. Under special circumstances deemed sufficiently unusual to warrant approving an assignment of the contract, the Board may in its discretion approve an assignment of the Contract.

11. GOVERNING LAW

CONTRACTOR and the Board agree that this Agreement and all rights and obligations of the parties hereunder will be governed by and construed in accordance with the policies of the Rutherford County Board of Education and the laws of the State of Tennessee.

12. SEVERABILITY

In the event that any provision of this Agreement should for any reason by held to be invalid or unenforceable, such shall not affect the validity and enforceability of the remaining terms and provisions hereof, all of which shall continue in full force and effect.

13. REMEDIES FOR BREACH OF CONTRACT

In the event either party breaches this agreement, the breaching party shall be liable for any/all damages sustained by virtue of the breach, including reasonable attorney fees, court costs, and discretionary costs incurred in enforcing the terms of this agreement.

14. NO WAIVER

The failure of either party of this Agreement to insist upon the performance of any of the terms and conditions hereof, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, and shall such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. NON-DISCRIMINATION

Both Parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either Party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

16. HEADINGS

The headings utilized in this Contract are for convenience only, and do not add or deviate the meaning of the language of this Contract.

17. ENTIRE AGREEMENT

This Agreement replaces and supersedes all prior understandings and agreements between CONTRACTOR and the Board, and all such prior understandings and agreements are hereby declared to be terminated and of no force and effect. No amendment or modification of this Agreement will be effective unless in writing and signed by the CONTRACTOR and the Board.

IN WITNESS WHEREOF, CONTRACTOR and the Board have executed this Agreement on the date first above written.

CONTRACTOR Signature

Type or Print CONTRACTOR Name

CONTRACTOR Email Address

**RUTHERFORD COUNTY BOARD OF
EDUCATION**

By: _____
Claire Maxwell, Chairman

By: _____
James Sullivan, Director of Schools

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS OF BOARD

EXHIBIT "A"

DRUG TESTING RULES AND REGULATIONS FOR CONTRACTED BUS OWNERS/DRIVERS

POLICY STATEMENT

The Rutherford County School System recognizes the importance of our contracted bus owners/drivers. It is important that every contracted bus owner/driver of our school system understands the dangers of drug and alcohol abuse and be aware of the new federal requirements concerning substance abuse. The policy statement should clarify our position on contracted bus owner/ driver drug and alcohol use.

POLICY OBJECTIVES

- To create and maintain a safe, drug-free working environment for all contracted bus owners/ drivers.
- To encourage any contracted bus owner/driver with a dependence on, or addiction to, alcohol or other drugs to seek help in overcoming the problem.
- To reduce problems of absenteeism, tardiness, carelessness and/or other unsatisfactory matters related to job performance.
- To reduce the likelihood of incidents of accidental personal injury and/or damage to pupil transportation, students, or property.
- To comply with Federal laws, specifically the requirements of the Omnibus Transportation Employee Testing Act of 1991.

Substance abuse is a serious threat to the school system, its contracted bus owners/drivers and children. Though the percentage of substance abusing contracted bus owners/drivers may be relatively small, practical experience and research indicate that appropriate precautions are necessary. It is the belief of the Board that the benefits derived from the policy objectives outweigh the potential inconvenience to contracted bus owners/drivers. The Board earnestly solicits the understanding and cooperation of all contracted bus owners/drivers in implementing this policy.

The Board must insist that all contracted bus owners/drivers report to work without any alcohol or illegal or mind altering substances in their systems. The Board also prohibits contracted bus owners/drivers using, possessing, manufacturing, distributing or making arrangements to distribute illegal drugs while at work or on school property.

Further, outside conduct of a substance abuse-related nature which affects contracted bus owner/drivers' work, the Board's relationship with the government or reflects badly on the Board is prohibited. Contracted bus owners/drivers must inform their supervisor when they are legitimately taking medication, which may affect their ability to work, in order to avoid creating safety problems and violating the Drug and Alcohol policies.

ENFORCEMENT

In order to enforce these rules, the Board reserves the right to require all contracted bus owners/drivers to submit, at any time a contracted bus owner/driver is on duty, to drug tests to determine the presence of prohibited substances. The School Board is required to develop, implement and enforce a drug and alcohol policy for their contracted bus owners/drivers as a condition of compliance with the Omnibus Transportation Employee Testing Act of 1991.

Pursuant to Board policy and regulations, contracted bus owners/drivers will undergo drug testing where the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy and on a random basis without advance notice. Contracted bus owners/drivers are required to report all injury or damage-related accidents involving school property or personnel or during school-related activities. Drivers are required to submit to alcohol screening within two (2) hours and drug screening within 32 hours after any accident involving loss of human life, or when the driver receives a citation for a moving traffic violation arising from the accident. Contracted bus owners/drivers who return to work following rehabilitation will be required to undergo testing in addition to the general Board testing requirements.

The Board also reserves the right to search desks, cabinets, tool boxes, vehicles, including personal vehicles brought on the school system's property, bags, or any other property at the school or in vehicles when the Board has reasonable cause to believe a contracted bus owner/driver has violated its alcohol and drug policy.

The School Board/Superintendent will consider breach of contract action for any violation of this policy, including, but not limited to, positive drug or alcohol tests, refusing to submit to screening, to execute a release or otherwise cooperate with an investigation by the school system. Any questions should be directed to the superintendent/designee.

DRUG TESTING RULES AND
REGULATIONS FOR CONTRACTED BUS
OWNERS/DRIVERS

GENERAL POLICY

Practical experience and research has proven that even small quantities of narcotics, abused prescription drugs or alcohol can impair judgment and reflexes. Even when not readily apparent, this impairment can have serious results, particularly for contracted bus owners/drivers operating vehicles or potentially dangerous equipment. Drug-using contracted bus owners/drivers are a threat to co-workers, students and themselves, and may make costly errors.

I Drug Use/Distribution/Impairment/Possession

All contracted bus owners/drivers are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, abused prescription drugs or any other mind altering or intoxicating substances present in their system while at work or on duty.

II Alcohol Use/Possession/Impairment

All contracted bus owners/drivers are prohibited from possessing, drinking, or being impaired or intoxicated by alcohol while at work or on duty. While contracted bus owners/drivers are prohibited from having any alcohol present in their system while on duty, a Blood Alcohol County (BAC) of .04 will be accepted as presumptive evidence of intoxication.

No driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety sensitive functions for the Rutherford County Schools, including driving a commercial motor vehicle, until the start of the driver's regularly scheduled duty period, but not less than twenty-four (24) hours following administration of the test.

III Off-Duty Conduct

Off-the-job use of drugs, alcohol, or any other prohibited substance which results in impaired work performance, including, but not limited to, absenteeism, tardiness, poor work product, or harm to the school system's image or relationship with the government is prohibited.

IV Prescription Drugs

The proper use of medication prescribed by a physician is not prohibited, however, the Board of Education prohibits the misuse of prescribed (or over the counter) medications and requires all contracted bus owners/drivers using drugs under the direction of a physician to notify the School Board's Medical Review Officer (MRO), or the superintendent/designee.

V Substance Screening

A. Contracted Bus Owner/Driver Applicants

Substance screening is required of all final applicants applying to be contracted bus owners/drivers under the provisions of the Omnibus Transportation Employee Testing Act of 1991. Such testing may be required either alone or as part of the pre-contract physical examination. Contracted bus owners/drivers are required to sign a consent/release form before submitting to screening (Exhibit F) and will be disqualified if they test positive, refuse to submit to a test, or refuse to execute the required consent/release form.

All Current Contracted Bus Owners/Drivers Subject to the Omnibus Transportation Employee Testing Act of 1991

B. Reasonable Cause

All contracted bus owners/drivers will be required to submit to screening whenever a supervisor observes circumstances which provide reasonable cause to believe a contracted bus owner/driver has used a controlled substance or has otherwise violated the substance abuse rules. Examples of circumstances that may establish reasonable cause to warrant testing include supervisor observation, co-worker complaints, performance decline, attendance or behavior changes, involvement in a workplace or vehicular accident, or the actions which indicate a possible error in judgment or negligence, or other violations of the drug or other School Board Policy.

The supervisor or supervisors requesting testing shall prepare and sign written documents explaining the circumstances and evidence upon which they relied within 24 hours of the testing, or before the results of the tests are released, whichever is earlier.

C. Random Testing

The Board of Education will conduct random unannounced screening of all contracted bus/owners/drivers. Tests of contracted owners/drivers for illicit drugs will be conducted in a number equal to or greater than 50 percent of the effected workforce-without advance notice-in any given 12 month period. Tests of contracted bus owners/drivers for alcohol will be conducted in a number equal to or greater than 25 percent of the effected workforce-without advance notice-in any given 12 month period. There will be no maximum number of samples that any one individual will be required to provide during the testing schedule. Subsequent testing will be conducted at levels equal to or greater than the initial testing level. Contracted bus owners/drivers will be required to report to the School Board - designated collection site for testing as soon as possible but in no case later than 4 hours following notification. Annually, the tests will be spread reasonably over 12 months.

D. Post-Accident Testing

Contracted bus owners/drivers are required to notify the superintendent/designee or the coordinator of transportation immediately of any vehicular accident and/or accident resulting in injury or damage to school system property. The superintendent/designee will at that time give the contracted bus owner/driver the necessary instructions to enable them to meet the drug testing requirements.

E. Follow-up Drug Screening and Alcohol Tests

Following an accident involving a commercial motor vehicle, each surviving contracted bus owner/driver shall be tested for alcohol and controlled substances if (1) said driver

was performing safety-sensitive functions with respect to the vehicle, and the accident involved loss of human life; or (2) said driver received a citation under State or local law for a moving traffic violation arising from the accident.

Said driver must undergo substance screening within 32 hours of the occurrence of the accident. If the drug test cannot be administered within 32 hours, a written record of the reasons and attempts must be recorded and maintained on file.

An alcohol test must be administered within two (2) hours following the accident, or a record of the reason why the test could not have been administered, if not, what efforts were made to complete the test. This record must include the eight hours following the accident if the test is not administered within eight hours. After eight hours if not tested, all attempts will be documented in written record, and attempts to give the test will cease. A breach of contract will result if any contracted bus owner/driver fails to report an accident or submit to substance screening where required by law or this policy.

F. Return to Duty and Follow-up Testing

All contracted bus owners/drivers referred through administrative channels who undergo a counseling or rehabilitation program or who are suspended for abuse of substances covered under this policy will be subject to unannounced testing following return to duty for no less than 12 months and no more than 60 months. Testing will be on a daily, weekly, monthly or longer basis and in addition to the other types of tests provided in this policy.

TESTING PROCEDURES

I General Guidelines

The School Board shall rely on the guidance of the Federal Department of Transportation, Procedures for Transportation Workplace Drug Testing Programs, 49 C.F.R. Parts 30.1 through 30.39, and on the future guidance of the Omnibus Transportation Employee Testing Act provided in 49 C.F.R. Parts 382, 391, 392, and 395.

II Substances Tested For

Contracted bus owners/drivers will regularly be tested for amphetamines, cocaine, marijuana, opiates and phencyclidine. Testing for alcohol will also be conducted subject to the final provisions of the Omnibus Transportation Employee Act of 1991. Contracted bus owners/drivers may be tested for other substances without advance notice as part of a separate test performed by the School Board for safety purposes.

III Testing Procedure

The Board of Education reserves the right to utilize blood, hair, breath, saliva, or urinalysis testing procedures.

IV Collection Sites

The School Board will designate collection sites where individuals may provide specimens.

V Procedure Used To Test For Controlled Substances

(See Exhibit D for Detailed Procedure Used to Test for Controlled Substances)

The Board of Education and the laboratory, will maintain a documented procedure for collecting, shipping and accessing urine specimens. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used to safeguard the specimen in a transit status.

A urine specimen must be provided by the driver in the privacy of a stall or otherwise partitioned area. A driver may be asked to give a specimen under direct observation when:

The driver has presented a urine specimen that falls outside the normal temperature range.

The last urine specimen provided by the driver was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.

The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample.

The driver has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted for follow-up testing upon or after return to service.

If the driver refuses to submit to any controlled substance test as required by this policy and procedure, the individual will not be awarded a contract in the event it is a pre-contract test and the driver will be subject to contract termination in the event it is a random, reasonable suspicion or post accident test.

Refusal to submit to any controlled substance test shall mean:

Failure to provide adequate urine for testing without a valid medical explanation after the driver has received notice of the requirement for urine testing; or

Engagement in conduct that clearly obstructs the testing process.

Urine specimens are divided into two containers by the collection site person in the presence of the driver. Collection sites will maintain instructions and provide training for collection site personnel as needed to protect the integrity of the specimen.

VI Procedure Used To Test For The Presence of Alcohol

(See Exhibit E For Detailed Procedure Used To Test For The Presence of Alcohol)

Testing for alcohol is done by breath test. Two breath tests are required for a positive result. If the first test is below 0.02, it is considered negative. If it is 0.02 or greater, a second test must be performed. A result of 0.04 or higher constitutes a positive result. The confirmation test must be done on a machine that prints out the results, date and time.

If a driver refuses to submit to any alcohol test as required by the policy and procedure, the driver will not be awarded a contract in the event it is a pre-contract test, and the driver will be subject to contract termination in the event is a random, reasonable suspicion or post-accident test.

Refusal to submit to a test for the presence of alcohol shall mean:

Failure to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; or

Engagement in conduct that clearly obstructs the testing process.

All contracted bus owners/drivers will be required to execute the Consent/Release Form (Exhibit F).

VII Evaluations and Return of Results

The laboratory will transmit (by fax, mail, or computer, but not orally over the telephone) the results of all tests to the School Board's MRO. The MRO will be responsible for reviewing the quantified test results of contracted bus owners/drivers and confirm that the individuals testing positive have used drugs in violation of School Board policy. Prior to making a final decision to verify a positive test result for an individual, the MRO shall give the individual an opportunity to discuss the result with him or her. The driver must provide documentation (doctor's report, copy of a prescription, etc.) as proof of legitimate use of medication within five (5) days. This information will assist the MRO in determining if a confirmed positive test result is a result from legally prescribed medication.

If the MRO is satisfied that there exists a valid medical explanation for the positive test result, the MRO will inform the employee of this finding and reassure the individual that all information related to the positive test and valid explanation will remain confidential. The MRO will verify the test result as negative and any report to the school system will indicate the test is negative.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact a designated school system official who shall direct the individual to contact the MRO as soon as possible.

If the MRO is unable to contact the driver within five (5) days, the MRO will contact the school system's Drug Program Coordinator and advise them to remove the driver from his/her safety sensitive position for medical reasons, pending an interview with the driver. The MRO may verify a test as positive without having communicated directly with the employee about the test if the designated school system representative has successfully made and documented a contact with the individual and instructed the individual to contact the MRO and more than five days have passed since the date the individual was successfully contacted by the designated school system representative or the employee expressly declines the opportunity to discuss the test.

The MRO shall then promptly tell the superintendent/designee which contracted bus owners/drivers tests positive.

VIII Request for Re-test

Split sample testing is required of all drug testing. The MRO shall notify each contracted bus owner/driver who has a confirmed positive test that the individual has 72 hours in which to request a test of the split specimen, if the test is verified as positive. If the individual requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.

If the result of the test of the primary specimen is positive, the laboratory shall retain the split specimen in frozen storage for 60 days from the date on which the laboratory acquires it. Following the end of the 60-day period, if not informed by the MRO that the individual has requested a test of the split specimen, the laboratory may discard the split specimen.

The split specimen shall be retained in long-term storage for one year by the laboratory conducting the analysis of the split specimen (or longer if litigation concerning the test is pending).

The contracted bus owner/ driver may be required to pay the associated costs of re- test in advance but will be reimbursed if the results of the re-test are negative.

IX Release of Test Results and Required Record-keeping

Test results and records must be kept confidential. Test results shall not be released by the School Board, beyond the MRO and School Board's management, without the individual's written authorization.

However, all contracted bus owners/drivers will be required to execute a consent/release form permitting the System to release test results and related information to the Unemployment Compensation Commission or the relevant government agency (Exhibit #F).

The MRO shall retain the individual test results for positive specimens for five (5) years and negative for twelve (12) months.

Records that demonstrate the collection process conforms to the plan must be kept for at least three (3) years or for the period required by law.

A record of the number of drivers tested, by type of test (i.e. post-accident, pre-employment or reasonable suspicion), must be kept for at least five (5) years.

Records confirming the supervisors and drivers have been trained as required must be kept for at least three (3) years.

X Tests For Which Contracted Bus Owners/Drivers Must Pay:

- A. Pre-contract DOT drug and alcohol tests
- B. Reasonable cause test if the test result is positive All post-accident tests
- C. Return to duty and follow-up tests Re-certification physical examination
- D. Contracted bus owner/ driver requested re-tests

BREACH OF CONTRACT

The School Board/Superintendent will consider breach of contract action for any violation of the policy, including refusing to submit to screening, to execute a release, or otherwise cooperate with an investigation or search by the administration.

All contracted bus owners/drivers who test positive in a confirmation substance test will be subject to breach of contract action. Rehabilitation, at a pre-approved treatment provider, may be available to individuals who violate the policy at the expense of the individual.

No individual may be returned to driver status after any rehabilitation or testing positive unless certified as safe and not using drugs by the School Board's MRO. Any contracted bus owner/driver returning to driver status after violating the policy or testing positive will be subject to aftercare and testing as outlined in the Probation Agreement.

GROUND FOR CONTRACT TERMINATION

The following are grounds for contract termination under the drug and alcohol testing program for contracted bus owners/drivers:

- i. Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.
- ii. Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.
- iii. Confirmed positive results on any required controlled substance test will be grounds for termination.

ASSISTANCE PROGRAM (AP)

The School Board AP shall include:

Education and training for the contracted bus owner/driver regarding drugs and alcohol;

Each supervisor must complete one (1) hour of training on reasonable suspicion for drugs and one (1) hour of training for reasonable suspicion of alcohol each year, including:

Effects and consequences of substance use on personal health, safety and work; (Exhibit A)

Manifestations and behavioral causes that may indicate substance use; and (Exhibits B &C)

Documentation of training provided (Exhibit G)

A written statement on file and available at the School Board office outlining the AP.

INVESTIGATION/SEARCHES

Where a supervisor has reasonable cause to suspect that a contracted bus owner/driver has violated the substance abuse policy, he or she may inspect vehicles which a contracted bus owner/driver brings on the School Board's property, purses, briefcases, tool boxes or other belongings, and at locations where school related activities are being conducted without prior notice in order to ensure a work environment free of prohibited substances. A contracted bus owner/ driver may be asked to be present and remove a personal lock. Where the contracted bus owner/ driver is not present or refuses to remove a personal lock, the superintendent/designee will do so for him or her. The superintendent/designee may release any illegal, or controlled drugs, or paraphernalia to appropriate law enforcement authorities.

All searches should be coordinated with the superintendent/designee.

NOTE

These procedures represent the School Board's current guidelines in dealing with a developing problem under evolving laws and facts, and may be changed in accordance with Board policy and state federal law.

EXHIBIT A
CHEMICAL EFFECTS OF DRUGS AND ALCOHOL MISUSE

Alcohol - depresses the central nervous system

Cocaine - central nervous system stimulant with short term effects similar to the body's own adrenaline

Marijuana - psychoactive drug involved is THO, a hallucinogenic agent

Prescription drugs -

Stimulants (Amphetamines) act as synthetic adrenaline energize the central nervous system by increasing blood pressure, widening pupils, increasing respiration, depressing appetite and decreasing fatigue

Sedatives (Barbiturates/depressants) cause a slowdown of the functions of the brain and the central nervous system

PCP, Angel Dust, creates euphoria which lasts for three to five hours, ensuing loss of feeling, numbness

Heroin - semi-synthetic narcotic drug; morphine derivative; analgesic

EXHIBIT B
BEHAVIOR EFFECTS FROM DRUGS AND ALCOHOL MISUSE
(DEFINING PROBABLE CAUSE)

1. Alcohol
 - Speech - thick, slurred, loud
 - Flushed face
 - General appearance, dishevelment, dirtiness, unkemptness
 - Appearance of eyes - red, watery, heavy lids, fixed pupils
 - Breath - foul, distinctive odor of various intoxicants
 - Gait - walking unsteady, deliberately and over-careful, swaying, weaving, stooped
 - Behavior - excessive, silliness or boisterousness
2. Narcotics - (Heroin, Morphine)
 - Lethargy, drowsiness, and tendency to go "on the nod", falling asleep and then awakening Red, watering eyes; pupils fixed and constricted
 - Loss of appetite; generally poor physical condition
 - Scars (needle tracks) on back of hands and arms, may wear long sleeves to cover scars
 - Nausea, vomiting, and muscular twitching resulting from withdrawal
 - Syringes, needles, or other evidence of injections left in a locker or desk
3. Sedatives and Depressants (Barbiturates)
 - Dozing
 - Lack of concentration
 - Slurred speech
4. Stimulants (Amphetamines/Cocaine)
 - Excessive activity and nervousness; extremely talkative and emotionally expressive
 - Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds
 - Lack of interest in personal health and hygiene
 - Long periods without eating or sleeping
 - Impatience or irritability
 - Sinus problems; runny nose, headaches
 - Trembling and convulsions
 - Nausea or vomiting
 - Continual licking of lips, grinding of teeth, sniffing, or nose rubbing
5. Hallucinogens (Marijuana, LSD, Mescaline)
 - Changes in mood - LSD user's may vary from a trance like state to feelings of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands
 - Use of marijuana is difficult to detect - user may be talkative or sleepy as drug takes effect. Depth and time perception may be distorted, making driving and work with machinery dangerous
 - Aroma/Circumstances surrounding actual use must be considered

EXHIBIT C

PERFORMANCE BEHAVIOR FOR DRUG AND ALCOHOL MISUSE

In addition to the physical symptoms often displayed, an employee who is misusing alcohol or drugs may exhibit certain behaviors that can lead to problems on the job.

Among these are:

- Unreported absences or late arrivals
- Poor or erratic work performances and decreased productivity
- Increase involvement in workplace accidents
- Poor relations with co-workers
- Increased request for time off or early dismissal from work
- Increased use of sick benefits

Here are some specific performance behaviors, alcohol misuse and drug abuse can cause while you are trying to perform your job.

ALCOHOL

- Turning with wide radius Weaving and swerving Braking erratically
- Slow response to traffic signals
- Slow speed more than 10 MPH below limit Accelerating or decelerating rapidly

AMPHETAMINES

- More likely to take risks
- Overreactions such as over-braking, over-steering, over-acceleration
- Bad judgment concerning distance
- Late reaction times

COCAINE

- Distorted vision and perception
- Slow reaction time to traffic situations
- Hard to make a decision
- Angry about own slow ability to react

MARIJUANA

- Slower than usual thinking and reactions
- More than usual miles without sleeping
- Don't remember last stop, short-term memory loss
- Could rear end another vehicle before aware of presence

OPIATES

- Day dreaming
- Blurred vision
- Distorted sense of time and distance

PHENCYCLIDINE (PCP)

- Aggressive actions such as honking horn, sliding tires, taking aim at other vehicles.
- Following too close.
- Passing on a curve or in a blind spot.

EXHIBIT D
PROCEDURE USED TO TEST FOR CONTROLLED SUBSTANCES

You will be sent to a collection site where a urine sample will be collected in a private location.

Urine specimens are divided into two containers by the collection site person in your presence. These two specimen samples, called "primary" and "split", are sent to a testing laboratory certified by the Department of Health and Human Services.

At the laboratory, a screening test is performed on the "primary" sample. If this test is positive for controlled substances, a confirmation test is performed. This test is called a gas chromatography/mass spectrometry, to ensure that over the counter drugs are not reported as positive.

If the first test is positive, the Medical Review Officer (MRO) will attempt to notify you, to find out if there is a medical reason for the drug use. If you can document why the substance is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer. If you cannot be contacted, the required information must be furnished to the employer within three business days of completion of the MRO's review.

After being notified that the first test was positive, you have 72 hours to request a test of the "split" specimen sample. If you make this request, the split specimen is sent to another DHHS-certified laboratory for the test. If the split specimen does not confirm the presence of a controlled substance, the MRO cancels the test and reports this to the DOT, the employer and to you.

Removal from safety sensitive duty is immediate, and not delayed to await the result of the split specimen test.

If you refuse to submit to any controlled substance test as required by this policy, you will not be hired in the event it is a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. Contracted bus owners/operators will not be awarded a contract in the event it is a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit means the following:

- i. Failure to provide adequate urine for testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or
- ii. Engagement in conduct that clearly obstructs the testing process.

EXHIBIT E
PROCEDURE USED TO TEST FOR THE PRESENCE OF ALCOHOL

All alcohol testing is done by a certified breath alcohol technician (BAT) in a private setting where no one but you and the BAT can see or hear the test results. An evidential breath- testing device (EBT) approved by the National Highway Safety Administration must be used to perform the test.

The BAT will ask for identification. You may ask for the BAT's identification as well.

To complete the test you must blow forcefully into the mouthpiece of the testing device as the test requires 210 liters of breath for proper testing of the alcohol concentration.

A screening test is done first. If the reading is less than .02, you will sign a certification and fill in the date on the form and the test is complete.

If the reading is .02 or over, a confirmation test must be done after 15 minutes, but within 20 minutes of the first test. You will be asked not to eat, drink, belch, or put anything in your mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result.

If the confirmation test results show a reading of .02 but less than .04, you will be removed from safety sensitive functions and sent home until your next duty shift, but not less than 24 hours from the time of the test. Also, you will receive disciplinary action up to and including termination.

If the confirmation test results show a reading of .04 or greater, you will be immediately removed from safety sensitive functions, again receive the referral information per this policy if requested, but are subject to termination. A bus owner/operator will be subject to having his/her contract terminated.

If the screening and confirmation test results are not the same, the confirmation test result will be used.

If you refuse to submit to any alcohol test as requested by this policy, you will not be hired in the event of a pre-employment test, and you will be subject to termination in the event it is a random, reasonable suspicion or post-accident test. A contracted bus owner/operator will not be awarded a contract in the vent of a pre-contract test, and will be subject to contract termination in the event it is a random, reasonable suspicion or post-accident test.

Refusal to submit shall mean the following:

- i. Failure to provide adequate breath for testing without a medical explanation after he or she has received notice of the requirement for breath testing; or
- ii. Engagement in conduct that clearly obstructs the testing process.

EXHIBIT F
CONSENT/RELEASE FORM
CONTRACTED BUS
OWNERS/DRIVERS

I have read the above statement of policy and agree to abide by the School Board's drug and alcohol rules. I agree to submit to drug and alcohol tests at any time as a condition of the bus contract. I authorize any laboratory or medical provider to release test results to the superintendent/designee, the transportation supervisor, and the Board's MRO.

I expressly authorize the School Board or its MRO to release any test-related information, including positive results, to the Unemployment Compensation Commission or other government agency investigating the termination of the bus contract or termination of the contracted driver.

Contracted Bus Owner/Driver

Date

Superintendent/Designee

Date

EXHIBIT G
DRUG TESTING PROGRAM ACKNOWLEDGMENT OF
ATTENDANCE AT TRAINING SESSION

The Rutherford County Board of Education (hereinafter known as the Board) has adopted the attached Drug Testing policy and Drug Testing Rules and Regulations. Once you finish your training session explaining the facts about the effects, behavioral changes and job performance dangers of controlled substances and alcohol misuse, sign this cover sheet and return it to the session supervisor. Make sure that all of your questions are fully answered including how to contact an assistance program and substance abuse professional referral service for help. All individuals subject to testing are required to submit to alcohol and a controlled substance tests administered in accordance with this policy:

I, _____,

(Print your name)

have received one hour of more training on controlled substance abuse, and received training and information on alcohol misuse. I have read and understand the Board's policy and rules and regulations regarding drug testing and maintaining a drug-free and alcohol misuse-free workplace. I have been given a copy of the drug testing policy and drug testing rules and regulations, have had all of my questions answered, and understand my obligations and responsibilities as a covered individual.

I am aware that the superintendent or his designee is the Board's designated person to answer any questions that I might have concerning the Board's policy, rules and regulations, educational materials and training.

I am aware that the Board is providing an assistance program and substance abuse professional consultation and referral service phone number for drug and alcohol misuse problems. This is a referral number furnished for consultation only and does not obligate the Board to pay for, or provide treatment, for drug or alcohol addictions, or related problems.

Signature