

**RUTHERFORD COUNTY SCHOOL SYSTEM**

**2240 Southpark Drive  
Murfreesboro, TN 37128**

**September 11, 2025**

**5:30 PM**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER**
- 3. APPROVAL OF THE AGENDA**
- 4. APPROVAL OF THE CONSENT AGENDA**
  - A. Minutes:**
  - B. Bids:**
  - C. Use of Facilities:**
  - D. Non-Faculty Volunteer Coaches:**
  - E. Salary Supplements and Contract Payments:**
  - F. Nepotism:**
  - G. Transportation:**
  - H. Fine Arts Teacher Stipends**
- 5. FINANCIAL MATTERS**
  - A. Insurance Rates for 2026
  - B. Fund 189 Reallocation of Project Money Request
- 6. RUTHERFORD PROUD**
- 7. PUBLIC COMMENTS\***
- 8. INSTRUCTION**
  - A. Empowering Tomorrow's Citizens: A Vision for Civic Readiness
  - B. Orton-Gillingham Plus and Morphology Plus Training
- 9. LEGAL**
  - A. Transfer Student Under Discipline (1)
- 10. ENGINEERING AND CONSTRUCTION**
  - A. Extended Sessions Bus Contract for 2025-2026
- 11. CORPORATE RECOGNITION**
- 12. DIRECTOR'S UPDATE**
- 13. GENERAL DISCUSSION**
- 14. ADJOURNMENT**



# Rutherford County Schools

## **Regular Board**

Attendance Taken on 8/21/2025 at 5:29 PM

Katie Darby	Present
Claire Maxwell	Present
Frances Rosales	Present
Tammy Sharp	Present
Caleb Tidwell	Present
Butch Vaughn	Present
Stan Vaught	Present

**Present: 7, Absent: 0**

## **August 21, 2025, at 5:30 PM - Board Meeting Minutes**

### **1. CALL TO ORDER**

### **2. PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE/PRAYER**

**Rationale: Work Session:** Board Member Stan Vaught opened the meeting in prayer and led the Pledge of Allegiance.

**Board Meeting:** Board Member Stan Vaught opened the meeting in prayer and introduced a student, Kandice Kirkham of the Transition Academy to lead the Pledge of Allegiance.

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

### **3. APPROVAL OF AGENDA**

**Recommended Motion(s):** Motion to approve the agenda as presented.

**Action(s):**

Motion Carried:

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

#### 4. APPROVAL OF THE CONSENT AGENDA

**Recommended Motion(s):** Motion to approve the consent agenda as presented.

**Action(s):**

Motion Carried:

Motion to approve the consent agenda as presented. This motion, made by Frances Rosales and seconded by Butch Vaughn, Carried.

##### 4.A. Minutes:

**Rationale:** Board Meeting Minutes, August 7, 2025

**Attachments:** (1)

- [Tab 1.1 RCS Board Meeting Minutes 8.7.25](#)

##### 4.B. Bids:

**Rationale:** Bid #3827 - Nurse station renovation (Oakland High)

Request to purchase a trailer (LaVergne High)

Request to purchase a bus for SPED

Request to purchase a CTE truck (mobile lab)

**Attachments:** (4)

- [Tab 1.2 Bid #3827 - Nurse Station Renovation \(Oakland JoAnne Robichaud](#)
- [Tab 1.3 Request to Purchase Trailer LHS - 2025](#)
- [Tab 1.4 Request to Purchase Bus SPED 2025](#)
- [Tab 1.5 Request to Purchase CTE truck](#)

##### 4.C. Nepotism:

**Rationale:** Christopher Johnson Jr. - Teacher - LaVergne High School

Sue Ann Richards - Sped EA - Whitworth-Buchanan Middle School

Ellissa Corns - Cafeteria - Stewartsboro Elementary School

##### 4.D. Use of Facilities:

**Attachments:** (1)

- [08.21.25 UOF Agenda](#)

##### 4.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 program.**

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

<b>NAME</b>	<b>SCHOOL</b>	<b>ACTIVITY</b>
Easley, Benjamin	Rocky Fork Middle School	Band
Ferrell, Issac	Stewarts Creek Middle School	Band
Ng, Desmond	Blackman Middle School	Band
Zimmerer, Jennifer	Rocky Fork Middle School	Band
Chiaro, Elijah	Blackman Middle	Wrestling
Molina, Tony	Blackman Middle	Football
Parks, Emma	Blackman Middle	Bowling
Marmen, Alex	Central Magnet	Dance
Nelms, Josh	Central Magnet	HS Baseball/MS Basketball
Newman, Zachary	Central Magnet	MS Baseball
Preston, Dustin	Central Magnet	MS Baseball
Brennstuhl, Austin	Eagleville	Football
Fleming, Jackson	LaVergne High	Track
Kelch, Chelsea	LaVergne High	Wrestling
Cook, Ashlyn	Oakland High	Cross Country
Duncan, Matthew	Oakland High	Football
Ribar, Alexa	Oakland High	Swimming
Souvannaraj, Maddox	Oakland High	Boys Soccer
Vega-Gaskins, Raquel	Oakland High	Archery
Clark, Edward	Riverdale High	Cross Country
Lawson, Ashley	Siegel High	Girls Soccer
Petrilli, Trace	Smyrna High	Football
Lozano, Lenny	Thurman Francis	Baseball
Hickman, Jonathan	Whitworth Buchanan	Baseball

**4.F. Salary Supplements and Contract Payments:**

<b>Name-Certified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Richie Conner	\$17,000.00	Blackman High School	Account Holder Requesting Service	Bus Driver for Activities as needed

Antonio Sheffield	\$10,000.00	Blackman High School	Various Accounts	Bus Driver for various school/athletic events/Softball Coaching
Kevin Meadows	\$600.00	Blackman High School	School Funds - Softball	Softball Field Maintenance
Gregory Jones	\$12,000.00	Blackman High School	Various Accounts	Driving for various clubs, sports, & activities
Laurie Smithson	\$33.29 Per hr.	Central Magnet	Use of Facilities	Building Supervisor for Church
Brittany Hedrick	\$200 Per Occurrence	Christiana Middle School	Use of Facilities	Building Supervisor
Michael Overstreet	\$200 Per Occurrence	Christiana Middle School	Use of Facilities	Building Supervisor
Chad Leeman	\$10,000.00	Eagleville	School Funds - Various Accounts	Bus Driver
Michael McClaran	\$10,000.00	Eagleville	School Funds - Various Accounts	Driving Bus to and from events, cleaning bus, and filling bus up with gas
Christopher Lynch	\$10,000.00	Eagleville	School funds - Athletic or Club Accounts	Driving the bus to events
Richard Bolden	\$10,000.00	Eagleville	School Funds - Various Accounts	Driving the bus for Football, Volleyball, Baseball, and Basketball
Todd Williamson	\$600.00	Eagleville	School Funds - Football	Summer Mowing
Mack Hawks	\$5,000.00	Oakland High School	School Funds - Baseball	Facility Supervisor & Facility Maintenance
Jesse Messick	\$800.00	Oakland High School	School Funds - Baseball	Activity Coordinator
Brandon Nolen	\$1,200.00	Oakland High School	School Funds- Baseball	Field Maintenance
Andrew Brewer	\$6,600.00	Oakland High School	School Funds- Swimming	Asst. Swim Coach
Pamela Mould	\$1000.00/\$500 Per show	Oakland Middle School	School Funds - Theater	Theater Director - backstage set building, creating, and directing
Frances Spintzyk	\$1000.00/\$500 Per show	Oakland Middle School	School Funds - Theater	Theater Director

Frances Spintzyk	\$23.50 Per Hour	Oakland Middle School	Use of Facilities	Site Supervisor
Richard Miller	\$23.50 Per Hour	Oakland Middle School	Volleyball Facilities Use	Site Supervisor
Richard Miller	\$2,500.00	Oakland Middle School	School Funds - Soccer	Assistant Coach
Amanda Machey	\$23.50 Per Hour	Oakland Middle School	Use of Facilities	Site Supervisor
Melissa West	\$23.50 Per Hour	Oakland Middle School	Alliance Volleyball - Facilities Use	Site Supervisor
Clifford Terrell	\$1,500.00	Riverdale High School	School Funds - Wrestling	Assistant Coach 24-25
Mary Morgan	\$1620.00 (\$180 per wk.)	Rock Springs Elementary	School Funds - Basketball	Open/Close and Clean Gym
Camille Gray	\$650.00	Rockvale High School	School Funds - Basketball	Basketball Books
Kevin Jones	\$5,000.00	Rockvale Middle School	School Funds - Various Sport & Clubs	Bus Driver
Yeraldini Montoya	\$750.00	Rockvale Middle School	School Funds - Cross Country	Asst. Cross Country Coach
Mareeka Verge	\$600.00	Rockvale Middle School	School Funds - Volleyball	Asst. Coach
Torey Patterson	\$1,700.00	Rockvale Middle School	School Funds - Football	Summer Conditioning
Nathan Bennett	\$500.00	Rockvale Middle School	School Funds - Swim	Assistant Coach/Lifeguard
Joshua Carroll	\$10,000.00	Siegel High School	Various clubs & sports	Driving, Coaching, & Other Jobs
Travis Childers	\$12,000.00	Siegel High School	Outside Groups - Use of Facilities	Lighting Tech/Building Supervisor
Tommy Entrekin	\$6,000.00	Siegel High School	Various clubs & sports	Bus Driving for various athletics/clubs

Henry Chad Fields	\$1,500.00	Siegel High School	School Funds - Baseball	Off Season Field Maintenance
Henry Chad Fields	\$700.00	Siegel High School	School Funds - Football	Music/Scoreboard/Announcing
Henry Chad Fields	\$6,000.00	Siegel High School	Use of Facilities	Building Supervisor/Sound Engineer
Patrica Flowers	\$5,000.00	Siegel High School	School Funds - Volleyball	Camp, Playday, Torney Director, & Men's Volleyball
Shawn Middleton	\$5,000.00	Siegel High School	Various Accounts - Sports and clubs	Driving Activity Bus to Activities
Raymond Shutt	\$3,283.20	Siegel High School	School Funds - Basketball	Weights, Laundry, Gym Supervision, Gym Maintenance, Coordinator, MS Temp Camp Coordinator, Social Media Coordinator
Eric Smith	\$5,000.00	Siegel High School	School Funds - Football	Bus Driving Football & Various sports/clubs
Julie Peters	\$1,800.00	Siegel Middle School	School Funds - Cross Country	Assistant Coach
Stephanie Berger	\$1,500.00	Siegel Middle School	School Funds - Volleyball	Asst. Coach
Sara Smyth	\$750.00	Siegel Middle School	School Funds - Yearbook	Assistant Sponsor
Michael Simek	\$1,000.00	Smyrna High School	School Funds - Band	Band Camp 2025
Juliet Lang	\$1,000.00	Smyrna High School	School Funds - Band	Band Camp 2025
Enoch Williams	\$3,000.00	Stewarts Creek High School	School Funds - Football	Mowing and Facility Maintenance
William Hawkins, Jr	\$3,000.00	Stewarts Creek High School	School Funds - Football	Concession Stand Maintenance
Ryan Wood	\$3,250.00	Stewarts Creek High School	School Funds - Football	Assistant Football Coach
Larry Smith	\$20,000.00	Various Schools	Various Sports & clubs	Track Timing/Bus Driving/Mowing/Coaching

<b>Name-Non-Faculty</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Keith Dudek	\$500.00	Blackman High School	BHS Band Boosters	Drumline/Percussion Instructor
Michael Isbell	\$1,700.00	Blackman High School	School Funds - Track & Field	Sprints/Jumps Coach
Carl Baldwin	Hourly OT Rate	Blackman High School	Various Accounts	Additional Custodial work for the 2025-2026 school year
John Mark Smith	Hourly OT Rate	Blackman High School	Various Accounts	Additional Custodial work for the 2025-2026 school year
Keith Dudek	\$35/lesson	Blackman Middle School	School Funds - Band	Private Lessons
Karl Wingruber	\$32.50 per lesson	Blackman Middle School	School Funds - Band	Music Lessons
Michael George	\$25 per lesson	Blackman Middle School	School Funds - Band	Private Lesson Instructor
Rebecca Murphy	\$25 per lesson	Blackman Middle School	School Funds - Band	Flute Lessons
Tonya Lawson	\$35/lesson	Blackman Middle School	School Funds - Band	Private Lessons
Wilson Sharpe	\$25 per lesson	Blackman Middle School	School Funds - Band	Lessons
Desmond Phillip Ng	\$100/month	Blackman Middle School	School Funds - Band	Private Lesson Instruction
Alli Grace Jackson	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Addison Jones	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Aniyya Cowan	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Aubrey Williams	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Avery Graves	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Bethany Hiatt	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer

Brittany Franks	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Brooke Barnard	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Brooklyn Hathaway	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Destiny Newmy	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Ella Marlow	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Ellie Bennett	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Josie Cary	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Kaitlynn Franks	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Karis Morrison	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Kinsley Ritt	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Kylen Lancaster	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Macy Parker	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
MaLaya Amaro	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
McKenna Samples	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Mia Craft	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Reygan Hollified	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Sofia Helton	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Victoria Ferreira	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
AJ Mowery	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Baker Denison	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Brandon Graham	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer

Brodie Sinclair	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Colin Woods	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Gael Marasco	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Ian Coleman	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Isaac Troutman	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Jackson Lush	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
James Dailey	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Ryan Spinnato	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Will Waldron	\$1,000.00	Eagleville School	School Funds - JR Pro Soccer	Referee for Junior Pro Soccer
Hannah Gibson	\$1,250.00	Eagleville School	School Funds - Band	Thursday Band Rehearsal Instruction
Dean Kevin Wright	\$5,000.00	Oakland High School	School Funds - Various Accounts	Bus Driving for Football, Basketball, DECA, Swimming, & Various Activities & Clubs
Dean Kevin Wright	\$5,000.00	Oakland High School	School Funds - Various Accounts	Announcing for Football, Basketball, Baseball, Lacrosse, & Flag Football
Alexa Ribar	\$3,000.00	Oakland High School	School Funds - Swimming	Lifeguard/Assistant Coach
Colby Howland	\$500.00	Oakland High School	School Funds - Baseball	Activity Coordinator
Alex Ribar	\$500.00	Oakland Middle School	School Funds - Swim	Assistant Coach
Jennifer Zimmerer	\$25/half hour	Rocky Fork Middle School	School Funds - Band	Lessons
Benjamin Easley	\$25/per lesson	Rocky Fork Middle School	School Funds - Band	Lessons
Brannon Hill	\$1,200.00	Siegel High School	School Funds - Softball	Coaching Softball

Sydney Moore	\$2,000.00	Siegel High School	School Funds - Volleyball	Assistant Coach
Ashley Lawson	\$2,200.00	Siegel High School	School Funds - Soccer	Assistant Coach
Cody Dailey	\$500.00	Smyrna High School	School Funds - Band	Instructing Students in Groups
William Moore	\$25 per lesson	Smyrna Middle School	School Funds - Band	Private Lessons
Isaac Ferrell	\$60 per hour/\$30 for lesson	Stewarts Creek Middle School	SCM Music Boosters	Private Lessons & Sectionals/Masterclasses
Aashlan Brooke Martin	\$450.00	Whitworth Buchanan	School Funds - Cheer	Assistant Football/Comp Cheer Coach
<b>Classified</b>	<b>NTE Amt.</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Sandra Sutton	Classified Overtime	Christiana Middle School	Use of Facilities	Building Supervisor
Melissa Rowe	\$750.00	Rockvale Middle School	School Funds - Cross Country	Asst. Cross Country Coach
Jesse Charles	Classified Overtime	Siegel High School	Use of Facilities	Building Supervisor
Jamie Sellers	Classified Overtime	Siegel High School	Use of Facilities	Building Supervisor
Brittnay Sellers	Classified Overtime	Siegel High School	Use of Facilities	Building Supervisor
Amy Turner	Classified Overtime	Siegel High School	Use of Facilities	Building Supervisor
Kala Robinson	Classified Overtime	Siegel High School	Use of Facilities	Building Supervisor
Kerry Malone	Classified Overtime	Stewarts Creek Middle School	School Funds - Football/Various Sporting Events	Announcing

**4.G. ESL Stipend**

**School Name**  
Barfield

**ESL Lead Teacher**  
Elizabeth Edwards

**ESL Lead Teacher**

Blackman Elementary School	Marsha Isip	
Blackman High School	Caitlyn Osborne-Parris	
Blackman Middle School	Kristen Radcliffe	Amanda Loreda
Brown's Chapel Elementary	Jaclyn Ellis	
Buchanan Elementary School	Kristin Grayson	
Cedar Grove Elementary	Aimme Miller	Karen Hayes
Christiana Elementary	Angela Hays	
Christiana Middle School	Lori Browning	
David Youree Elementary	Jodi Del Cid	Shannon Holland
DMK, Holloway, RCVS	Johnna Paraiso	
Eagleville School	Wendy Gurley	
John Colemon Elementary	Michelle Miller	
Kittrell Elementary	Sara Peralta	
La Vergne Middle School	Yvette Sweeney	
Lascassas Elementary	Amy Byrd	
LaVergne High School	Isormari Pozo	
LaVergne Lake	Tara Wingler	Amee Mirskov
LaVergne Middle School	Yvette Sweeney	
Oakland High School	Dianne Howard	
Oakland Middle	Angie Rose	
Plainview Elementary	Elizabeth Gamber	
Poplar Hill Elementary	Julee Wilson	
Rocky Fork Elementary	Tracey Porter	Nicole Nightengale
Riverdale High School	Andrew Raney	Christine Tennyson
Rock Springs Elementary	Molly Sanchez	Robbie Spicer
Rock Springs Middle	Macy Hillis	
Rockvale Elementary	Lori Garza	Maribeth Towle
Rockvale High School	Wendy Hernandez	Kevin Gladish
Rockvale Middle School	Michelle Spears	
Rocky Fork Middle	Jessica Killman	
Roy Waldron Elementary	Rebecca Cogdal	Lindsay Newberry
Siegel High	Carla Wall	
Siegel Middle	Howon Lee	
Smyrna Elementary	Trisha Bertels	Jessica Aumack
Smyrna High School	Lia Beachboard	Collin Olson
Smyrna Middle School	Kelly Williams	
Smyrna Primary	Doug Mosley	

Smyrna West	Scottia Davis
Stewarts Creek Elementary	Stephanie Hannah
Stewarts Creek High School	Michelle Smith
Stewarts Creek Middle	Anna Duncan
Stewartsboro Elementary	Megan Haissig
Walter Hill School	Ashley Pennington
Whitworth-Buchanan Middle	Jennifer Jamiolkowski
Wilson Elementary	Anita Renshaw

**Attachments:** (1)

- [2025-26 ESL Lead Teacher\(s\) Meagan Turnbow](#)

**Description:** The ESL department seeks approval to provide a stipend to lead ESL teachers from Title III funds in the amount of \$1,000 or \$500 each if the school has two lead teachers.

**4.H. ESL Night School**

**Rationale: Fall Semester:**

Hunter Intorcia: English IV  
Robert Drake: Math Reasoning

**Spring Semester:**

Nicholas Montgomery: Math Reasoning  
Bryan Mendoza: English IV

**Description:**

The ESL department is requesting the use of Title III funds to pay teachers for an ESL Night School hosted by Smyrna High School. It is 90 hours at \$50 an hour for a total of \$4,500 to each teacher.

**4.I. Requested Approval for Counseling (K-12) Leads**

**Rationale:**

- For Elementary Counseling Lead- McCann, Amy -Lascassas Elementary \$500
- For Middle School Counseling Lead - Mongold, April - Siegel Middle \$500
- For High School Counseling Lead - Blissard, Missy - Oakland High \$500

**5. RUTHERFORD PROUD**

**Description:** Dr. Annie Ralston, Coordinator of Special Education, will highlight the achievements from the past year and share the Special Education Department goals and focus areas for the year ahead. With a continued commitment to helping our students reach beyond limits, we'll reflect on meaningful progress and outline key areas of focus that will further support growth, inclusion, and success for all learners.

**6. PUBLIC COMMENTS\***

1. Daniel Lee - Central Magnet High School student spoke to the Board about the recent restrictions placed on the use of personal communication devices at schools.

2. Andrew Dickey - Central Magnet High School student spoke to the Board about the recent restrictions placed on the use of personal communication devices at schools.
3. Aidan Stricklin - Central Magnet High School student spoke to the Board about the recent restrictions placed on the use of personal communication devices at schools.
4. Wyatt Petelle - Central Magnet High School student spoke to the Board about the recent restrictions placed on the use of personal communication devices at schools.
5. Brian Walsh - Came to the Board Meeting to express his support for the rebuilding of McFadden School of Excellence.
6. Yasmin Chaundry - Came to the board meeting to express her support for the rebuilding of McFadden School of Excellence.
7. Matt Fee - Mr. Fee addressed his opinions and concerns regarding the 2026 insurance benefit rate changes for RCS employees.

**Rationale:** *\*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.*

## 7. DIRECTOR OF SCHOOLS EVALUATION TOOL

**Recommended Motion(s):** Motion to approve the Director of Schools evaluation tool as presented.

**Action(s):**

Motion Carried:

Motion to approve the Director of Schools evaluation tool as presented. This motion, made by Frances Rosales and seconded by Tammy Sharp, Carried.

**Attachments:** (1)

- [Tab 2.1 Rutherford County DOS Evaluation Final Report 2025](#)

## 8. FIVE-YEAR PLAN

**Rationale: Discussion** of the 5-year building plan.

**Recommended Motion(s):** To allow Mr. Jeff Reed to move forward with land acquisitions neighboring the McFadden School of Excellence.

**Action(s):**

Motion 1 Carried:

Motion to allow Mr. Reed to move forward with contract negotiations with neighboring properties of McFadden School of Excellence. In addition, allow him to reach out to the City of Murfreesboro regarding the community center. This motion, made by Butch Vaughn and seconded by Stan Vaught, Carried.

Motion 2 Carried:

Motion to allow Mr. Reed to move forward with contract negotiations with neighboring properties of McFadden School of Excellence. This motion, made by Frances Rosales and seconded by Tammy Sharp, Carried.

**Attachments:** (1)

- [Tab 3.1 DRAFT 5 Year Building Plan 25-26](#)

## 9. INSTRUCTION

### 9.A. Wrestling Co-op Proposal

**Rationale:** Wrestling Co-op proposal between Oakland Middle School and Central Magnet School of Excellence.

**Recommended Motion(s):** Motion to approve the wrestling co-op between Oakland Middle and Central Magnet as presented.

**Action(s):**

Motion Carried:

Motion to approve the wrestling co-op between OMS and CMS as presented. This motion, made by Katie Darby and seconded by Butch Vaughn, Carried.

## 10. LEGAL

### 10.A. Transfer Student Under Discipline

**Rationale:** The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded for possession of illegal drugs. 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 admission.

**Recommended Motion(s):** to admit or deny the admission of this Transfer Student Under Discipline as presented.

**Action(s):**

Motion Carried:

Motion to deny the admission of this transfer student under discipline as presented. This motion, made by Tammy Sharp and seconded by Butch Vaughn, Carried.

### 10.B. Policy Adoption - First and Final Reading

**Rationale:** Adds language to allow schools to manage vending machines in their buildings.

**Recommended Motion(s):** Recommended Approval of Two Motions: Motion to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policies as presented; and,

**Recommended Motion(s) 2:** Motion to adopt on the first and final reading the above policies as presented.

**Action(s):**

Motion 1 Carried:

Motion to waive the two readings requirement. This motion, made by Stan Vaught and seconded by Tammy Sharp, Carried.

Motion 2 Carried:

Motion to adopt on the first and final reading the above policies as presented. This motion, made by Stan Vaught and seconded by Butch Vaughn, Carried.

**Attachments:** (1)

- [Tab 5.2 Board Policy 3.500\[99\]\[95\]](#)

## 11. FINANCIAL MATTERS

### 11.A. Benefits and Insurance update

**Attachments:** (1)

- [Tab 6.1 Benefits Chart](#)

## 12. ENGINEERING AND CONSTRUCTION

### 12.A. Blackman Middle CDC Fence request.

**Rationale:** Principal Jessica Jackson is requesting to install approximately 100 feet of fence to enclose the CDC area. The cost for this project will be from the Richard Siegel grant and will be at no cost to the Board. There will be appropriate exit gates and hardware provided to meet the State Fire Marshall approval. The anticipated budget for this project is \$7,830.00. Engineering and Construction has reviewed the request and has no objections.

**Recommended Motion(s):** to approve the Blackman Middle School CDC fence request as presented.

**Action(s):**

Motion Carried:

Motion to approve the Blackman Middle School CDC fence request as presented. This motion, made by Frances Rosales and seconded by Katie Darby, Carried

### 12.B. 5405 Lee Road Property review

**Rationale:**

All reports are now in for the property at 5405 Lee Road. A review of these reports will take place during the Board Work Session. Engineering and Construction has reviewed the reports and finds them to be within the scope and site cost of recent projects. There will be a request to partner with CUD to upgrade the water lines similar to the one for Plainview Elementary and costs are provided, with no objection. If the Board finds these reports acceptable Engineering would request a motion to move forward to Health and Education for funding. The purchase price is \$12,885,600, with added fees of an estimated \$100,000, bringing the total to \$12,985,600.

**Recommended Motion(s):** to approve or deny moving forward requesting \$12,985,600 to purchase the 5405 Lee Road property as presented.

**Action(s):**

Motion 1 Carried:

Motion to move forward with the purchase of the 5405 Lee Road property as presented. Roll Call Vote: This motion, made by Katie Darby and seconded by Frances Rosales, Carried.

Motion 2 Carried:

Motion to approve the funding with a combination of funds 189 and fund balance in fund 141 fund balance for the purchase of 5405 Lee Road and design fees at the recommendation of the County Finance Director. Roll Call Vote. This motion, made by Caleb Tidwell and seconded by Frances Rosales, Carried.

Motion 3 Carried:

Motion to approve the extension of the inspection period for the 5405 Lee Road property an additional 30 days. This motion, made by Butch Vaughn and seconded by Katie Darby, Carried.

#### **12.C. 5405 Lee Road Survey**

**Attachments:** (1)

- [Tab 7.7 5405 Lee Road survey](#)

#### **12.D. 5405 Lee Road Phase I Environmental Site Assessment**

**Attachments:** (1)

- [Tab 7.8 25470077- Rutherford County School - Phase I ESA \(1\)](#)

#### **12.E. 5405 Lee Road Waters Determination Report**

**Attachments:** (1)

- [Tab 7.9 JWD Report 5405 Lee Road](#)

#### **12.F. Lee Road Traffic Improvements**

**Attachments:** (1)

- [Tab 7.10 DRAFT Lee Rd RSC Site TIS Prelim Off-Site Recs 08 19 2025](#)

#### **12.G. Whitworth Buchanan Middle Pavilion request**

**Rationale:** CTE and Principal April Sneed are submitting for approval the construction of an open-air pavilion. Rutherford County Schools Career & Technical Education Department is proposing the purchase of 1 - 30'x24' pavilion for Whitworth-Buchanan Middle School. The cost for the pavilion is \$92,544.00 and will be funded by the CTE Department using the Tennessee Innovative School Models grant. Engineering and Construction has reviewed the project and has no objections to the project. Engineering will work with the school on the proposed location. It may need to be moved due to existing utilities in the area.

**Recommended Motion(s):** to approve the request for Whitworth-Buchanan's CTE Pavilion as presented.

**Action(s):**

Motion Carried:

Motion to approve the request for Whitworth-Buchanan's CTE Pavilion as presented. This motion, made by Butch Vaughn and seconded by Frances Rosales, Carried.

#### **12.H. Discuss Rockvale Bus Route**

A new bus driver was hired to start running a Rockvale route beginning tomorrow. There are only eight (8) bus driver positions left to fill in the district.

#### **13. DIRECTOR'S UPDATE**

Weapons detection training starts next week and videos explaining the process go out to parents as well. Dr. Sullivan shared current enrollment reports and zone lines were discussed.

#### **14. GENERAL DISCUSSION**

The Board discussed dual zones at the high schools and when that will end. Caleb Tidwell said he would entertain a date to end the dual zone for high schools.

Stan Vaught asked for guidance regarding discussions with landowners when their property becomes available. He expressed uncertainty and asked if it was appropriate to talk with the sellers. Mr. Jeff Reed said it was permissible and acceptable for Mr. Vaught to talk with them and to request a letter of intent from the seller. Frances Rosales said they should start by identifying the areas of need and consider land purchases in those areas. The Board discussed and agreed to permit Mr. Vaught and Mr. Reed to work together and later presenting their findings to the Board.

Stan Vaught also suggested we purchase a few buses and train the next generation to learn to drive buses.

Mrs. Maxwell said we are keeping the Fall Retreat on the original date in November.

Regarding the \$300.00 recommended motion, Dr. Sullivan asked the Board to allow time to go through the proper channels and provide additional recommendations. To avoid logistical complications, Katie Darby suggested possibly adding the \$300.00 towards employee insurance.

Dr. Sullivan thanked the students that came and spoke during Public Comment and addressed the current ban on student devices and why he added headphones to the policy.

Mrs. Maxwell encouraged everyone to support and attend the upcoming football games.

The Board wished James Evans and Monika Ridley a Happy Birthday!

Motion 1 Carried:

Motion made to reimburse teachers \$300 and ask them to supply receipts from purchasing supplies in June and July to county finance for reimbursement. This motion, made by Tammy Sharp and seconded by Frances Rosales, Carried.

Motion 2 Withdrawn:

Motion rescinded. This motion, made by Tammy Sharp and seconded by Frances Rosales, Withdrawn.

**15. ADJOURNMENT**

Motion made by Katie Darby to adjourn the meeting at 7:34 pm.

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 #3826 - Intercom Parts**

Project 1				
Intercom Parts (1)				
Item No	Description	Manufacturer	Part #	UOM
1	Administrative Control Console	Telecor	MCC-300	Each
Intercom Parts (2)				
Item No	Description	Manufacturer	Part #	UOM
2	Audio Buffer Unit	Telecor	ABU-3A-MB	Each
Intercom Parts (3)				
Item No	Description	Manufacturer	Part #	UOM
3	Power Supply Unit	Telecor	PSU-2	Each
Intercom Parts (4)				
Item No	Description	Manufacturer	Part #	UOM
4	Central Processor Unit	Telecor	CPU-4-XL	Each
Intercom Parts (5)				
Item No	Description	Manufacturer	Part #	UOM
5	Control Console Port	Telecor	CCP-3-MA	Each
Intercom Parts (6)				
Item No	Description	Manufacturer	Part #	UOM
6	60w Amplifier	Telecor	SI-60	Each

**Security Equipment Co., Inc.**

Project 1						
Intercom Parts (1)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
1	Specified Manufacturer	Telecor	MCC-300	1	860	860
Intercom Parts (2)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
2	Specified Manufacturer	Telecor	ABU-3A-MB	1	660	660
Intercom Parts (3)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
3	Specified Manufacturer	Telecor	PSU-2	1	960	960
Intercom Parts (4)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
4	Specified Manufacturer	Telecor	CPU-4-XL	1	1300	1300
Intercom Parts (5)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
5	Specified Manufacturer	Telecor	CCP-3-MA	1	480	480
Intercom Parts (6)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
6	Specified Manufacturer	Telecor	SI-60	1	740	740
						20

**Bid #3826 - Intercom Parts**

Intercom Parts (7)				
Item No	Description	Manufacturer	Part #	UOM
7	Intercom Station Card - Call-in and Speaker (4 wire)	Telecor	IOP-4	Each
Intercom Parts (8)				
Item No	Description	Manufacturer	Part #	UOM
8	XL/Basic Main Control Assembly	Telecor	XL/Basic	Each
Intercom Parts (9)				
Item No	Description	Manufacturer	Part #	UOM
9	Remote Clock Driver	Telecor	RCD-7-XL	Each
Intercom Parts (10)				
Item No	Description	Manufacturer	Part #	UOM
10	Media Source	Telecor	TMS	Each
Intercom Parts (11)				
Item No	Description	Manufacturer	Part #	UOM
11	4 Wire Call Switch with pigtail	Telecor	CS-1-PT	Each
Intercom Parts (12)				
Item No	Description	Manufacturer	Part #	UOM
12	INTERFACE CARD	Telecor	CID-SLCB-MA	Each

Intercom Parts (7)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
7	Specified Manufacturer	Telecor	IOP-4	1	565	565
Intercom Parts (8)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
8	Specified Manufacturer	Telecor	XL/Basic	1	4100	4100
Intercom Parts (9)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
9	Specified Manufacturer	Telecor	RCD-7-XL	1	270	270
Intercom Parts (10)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
10	Specified Manufacturer	Telecor	TMS	1	545	545
Intercom Parts (11)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
11	Specified Manufacturer	Telecor	CS-1-PT	1	17	17
Intercom Parts (12)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
12	Specified Manufacturer	Telecor	CID-SLCB-MA	1	985	985

**Bid #3826 - Intercom Parts**

Intercom Parts (13)				
Item No	Description	Manufacturer	Part #	UOM
13	Back Box for 4" Digital Clock	Telecor	BB-2431BB	Each
Intercom Parts (14)				
Item No	Description	Manufacturer	Part #	UOM
14	Rack Mount Kit	Telecor	XL-RMK	Each
Intercom Parts (15)				
Item No	Description	Manufacturer	Part #	UOM
15	250 Watt Power Amplifier	Telecor	SI-250	Each
Intercom Parts (16)				
Item No	Description	Manufacturer	Part #	UOM
16	2.5" Display Clock	Telecor	2421-24	Each
Intercom Parts (17)				
Item No	Description	Manufacturer	Part #	UOM
17	4" Display Clock	Telecor	2431-24	Each
Intercom Parts (18)				
Item No	Description	Manufacturer	Part #	UOM
18	Guard for 4" Digital Clock	Telecor	2433-A	Each
Intercom Parts (19)				
Item No	Description	Manufacturer	Part #	UOM
19	Intercom Speaker	Telecor	STB-11	Each

Intercom Parts (13)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
13	Specified Manufacturer	Telecor	BB-2431BB	1	65	65
Intercom Parts (14)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
14	Specified Manufacturer	Telecor	XL-RMK	1	120	120
Intercom Parts (15)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
15	Specified Manufacturer	Telecor	SI-250	1	1595	1595
Intercom Parts (16)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
16	Specified Manufacturer	Telecor	2421-24	1	203	203
Intercom Parts (17)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
17	Specified Manufacturer	Telecor	2431-24	1	247	247
Intercom Parts (18)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
18	Specified Manufacturer	Telecor	2433-A	1	215	215
Intercom Parts (19)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
19	Specified Manufacturer	Telecor	STB-11	1	50	50

**Bid #3826 - Intercom Parts**

Intercom Parts (20)				
Item No	Description	Manufacturer	Part #	UOM
20	Clock Power Supply	Altronix	T2428175C	Each
Intercom Parts (21)				
Item No	Description	Manufacturer	Part #	UOM
21	Back Box for 2.5" Digital Clock	Telecor	BB-2421BB	Each
Intercom Parts (22)				
Item No	Description	Manufacturer	Part #	UOM
22	IP Interface Card	Telecor	IPI-MC	Each
Intercom Parts (23)				
Item No	Description	Manufacturer	Part #	UOM
23	IP Termination Unit	Telecor	TBU-IP-MA	Each
Intercom Parts (24)				
Item No	Description	Manufacturer	Part #	UOM
24	15' Cable Assembly	Telecor	TCH-15	Each
Intercom Parts (25)				
Item No	Description	Manufacturer	Part #	UOM
25	Patch Panel	Telecor	C5PPL	Each
Intercom Parts (26)				
Item No	Description	Manufacturer	Part #	UOM
26	Interface Card	Telecor	PBI-6-MA	Each

Intercom Parts (20)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
20	Specified Manufacturer	Altronix	T2428175C	1	195	195
Intercom Parts (21)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
21	Specified Manufacturer	Telecor	BB-2421BB	1	52	52
Intercom Parts (22)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
22	Specified Manufacturer	Telecor	IPI-MC	1	1760	1760
Intercom Parts (23)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
23	Specified Manufacturer	Telecor	TBU-IP-MA	1	3300	3300
Intercom Parts (24)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
24	Specified Manufacturer	Telecor	TCH-15	1	85	85
Intercom Parts (25)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
25	Specified Manufacturer	Telecor	C5PPL	1	350	350
Intercom Parts (26)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
26	Specified Manufacturer	Telecor	PBI-6-MA	1	1030	1030

**Bid #3826 - Intercom Parts**

Intercom Parts (27)				
Item No	Description	Manufacturer	Part #	UOM
27	eConsole	Telecor	e300-MA	Each
Intercom Parts (28)				
Item No	Description	Manufacturer	Part #	UOM
28	eAmplifier	Telecor	eAMP-MA	Each
Intercom Parts (29)				
Item No	Description	Manufacturer	Part #	UOM
29	Ethernet Termination Unit	Telecor	eTBU-MI	Each
Intercom Parts (30)				
Item No	Description	Manufacturer	Part #	UOM
30	eDigital Clock 2.5 inch	Telecor	eClk-2.5	Each
Intercom Parts (31)				
Item No	Description	Manufacturer	Part #	UOM
31	SIP Interface	Telecor	eSIP	Each
Intercom Parts (32)				
Item No	Description	Manufacturer	Part #	UOM
32	Control Interface	Telecor	eCL	Each
Intercom Parts (33)				
Item No	Description	Manufacturer	Part #	UOM
33	Management Interface	Telecor	ePort	Each

Intercom Parts (27)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
27	Specified Manufacturer	Telecor	e300-MA	1	1465	1465
Intercom Parts (28)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
28	Specified Manufacturer	Telecor	eAMP-MA	1	1580	1580
Intercom Parts (29)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
29	Specified Manufacturer	Telecor	eTBU-MI	1	3100	3100
Intercom Parts (30)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
30	Specified Manufacturer	Telecor	eClk-2.5	1	290	290
Intercom Parts (31)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
31	Specified Manufacturer	Telecor	eSIP	1	2100	2100
Intercom Parts (32)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
32	Specified Manufacturer	Telecor	eCL	1	890	890
Intercom Parts (33)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
33	Specified Manufacturer	Telecor	ePort	1	1070	1070

**Bid #3826 - Intercom Parts**

Intercom Parts (34)				
Item No	Description	Manufacturer	Part #	UOM
34	Master Clock and Message Host	Telecor	eMH	Each
Intercom Parts (35)				
Item No	Description	Manufacturer	Part #	UOM
35	Talkback Speaker	Telecor	eS8-TB4-MA-R	Each
Intercom Parts (36)				
Item No	Description	Manufacturer	Part #	UOM
36	Standard Call Switch	Telecor	eCS-6	Each
Intercom Parts (37)				
Item No	Description	Manufacturer	Part #	UOM
37	eDigital Clock 4 inch	Telecor	eClk-4	Each
Intercom Parts (38)				
Item No	Description	Manufacturer	Part #	UOM
38	Speaker Breakout Module	Telecor	eSBM-TB	Each
Intercom Parts (39)				
Item No	Description	Manufacturer	Part #	UOM
39	eClk-2.5 w/message board	Telecor	e365-TB-MA	Each
Intercom Parts (40)				
Item No	Description	Manufacturer	Part #	UOM

Intercom Parts (34)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
34	Specified Manufacturer	Telecor	eMH	1	2600	2600
Intercom Parts (35)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
35	Specified Manufacturer	Telecor	eS8-TB4-MA-R	1	640	640
Intercom Parts (36)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
36	Specified Manufacturer	Telecor	eCS-6	1	50	50
Intercom Parts (37)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
37	Specified Manufacturer	Telecor	eClk-4	1	340	340
Intercom Parts (38)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
38	Specified Manufacturer	Telecor	eSBM-TB	1	540	540
Intercom Parts (39)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
39	Specified Manufacturer	Telecor	e365-TB-MA	1	745	745
Intercom Parts (40)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost

40	Message Display/Calendar Clock/Speaker	Telecor	e2444	Each
<b>Intercom Parts (41)</b>				
Item No	Description	Manufacturer	Part #	UOM
41	Message Display/Calendar Clock/Speaker/Strobe	Telecor	e2444-LD	Each
<b>Intercom Parts (42)</b>				
Item No	Description	Manufacturer	Part #	UOM
42	Round Talkback speaker	Telecor	eS8-TB-MA-R	Each
<b>Intercom Parts (43)</b>				
Item No	Description	Manufacturer	Part #	UOM
43	Alarm Manager	Telecor	eAM	Each
<b>Intercom Parts (44)</b>				
Item No	Description	Manufacturer	Part #	UOM
44	LED Strobe	Telecor	eLD1	Each
<b>Intercom Parts (45)</b>				
Item No	Description	Manufacturer	Part #	UOM
45	Virtual Console Basic Package	Telecor	eVC v1.3 Basic	Each
<b>Intercom Parts (46)</b>				
Item No	Description	Manufacturer	Part #	UOM
46	Virtual Console Software	Telecor	eVC v1.3	Each

**Bid #3826 - Intercom Parts**

40	Specified Manufacturer	Telecor	e2444	1	890	890
<b>Intercom Parts (41)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
41	Specified Manufacturer	Telecor	e2444-LD	1	1090	1090
<b>Intercom Parts (42)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
42	Specified Manufacturer	Telecor	eS8-TB-MA-R	1	515	515
<b>Intercom Parts (43)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
43	Specified Manufacturer	Telecor	eAM	1	1195	1195
<b>Intercom Parts (44)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
44	Specified Manufacturer	Telecor	eLD1	1	475	475
<b>Intercom Parts (45)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
45	Specified Manufacturer	Telecor	eVC v1.3 Basic	1	3890	3890
<b>Intercom Parts (46)</b>						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
46	Specified Manufacturer	Telecor	eVC v1.3	1	205	205

Intercom Parts (47)				
Item No	Description	Manufacturer	Part #	UOM
47	Control Interface Module	Telecor	eCI-MA	Each
Intercom Parts (48)				
Item No	Description	Manufacturer	Part #	UOM
48	Backbox for e2444	Telecor	e2444-BBS	Each
Intercom Parts (49)				
Item No	Description	Manufacturer	Part #	UOM
49	Campus-wide Interface	Telecor	eSurecom	Each
Intercom Parts (50)				
Item No	Description	Manufacturer	Part #	UOM
50	Desktop Client	Telecor	eCall	Each
Intercom Parts (51)				
Item No	Description	Manufacturer	Part #	UOM
51	eSeries Server	Telecor	eTCS	Each
Intercom Parts (52)				
Item No	Description	Manufacturer	Part #	UOM
52	CommScope 24 Port Patch Panel	CommScope	24 Port	Each
Intercom Parts (53)				
Item No	Description	Manufacturer	Part #	UOM
53	CommScope Cat6 Jack	CommScope	UNJ600-GY	Each

**Bid #3826 - Intercom Parts**

Intercom Parts (47)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
47	Specified Manufacturer	Telecor	eCI-MA	1	890	890
Intercom Parts (48)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
48	Specified Manufacturer	Telecor	e2444-BBS	1	105	105
Intercom Parts (49)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
49	No Bid			1		
Intercom Parts (50)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
50	No Bid			1		
Intercom Parts (51)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
51	No Bid			1		
Intercom Parts (52)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
52	No Bid			1		
Intercom Parts (53)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
53	No Bid			1		27

**Bid #3826 - Intercom Parts**

Intercom Parts (54)				
Item No	Description	Manufacturer	Part #	UOM
54	Ortronics 1 foot Gray Patch Cord	Ortronics	OR-576-100-0-01	Each
Intercom Parts (55)				
Item No	Description	Manufacturer	Part #	UOM
55	Cat6 Twisted Pair - Gray Jacket -		Cat6 Gray Jacket	Each
Intercom Parts (56)				
Item No	Description	Manufacturer	Part #	UOM
56	Reentrant Horn Loud Speaker	Bogen	SPT15A	Each
Intercom Parts (57)				
Item No	Description	Manufacturer	Part #	UOM
57	WB8 wall baffle with S86T725 Speaker/Transformer	Bogen	WBS8T725	Each
Intercom Parts (58)				
Item No	Description	Manufacturer	Part #	UOM
58	Speaker/Transformer (Ceiling Speaker)	Bogen	S86T725PG8W	Each
Intercom Parts (59)				
Item No	Description	Manufacturer	Part #	UOM
59	Tile Bridge	Bogen	TB-8	Each

Intercom Parts (54)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
54	No Bid			1		
Intercom Parts (55)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
55	No Bid			1		
Intercom Parts (56)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
56	No Bid			1		
Intercom Parts (57)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
57	No Bid			1		
Intercom Parts (58)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
58	No Bid			1		
Intercom Parts (59)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
59	No Bid			1		

Intercom Parts (60)				
Item No	Description	Manufacturer	Part #	UOM
60	Single Gang Volume Control	SPECO	SO-WAT10	Each
Intercom Parts (61)				
Item No	Description	Manufacturer	Part #	UOM
61	20/4 Stranded Shielded Wire 1000' Spool		20/4 Cable	Spool
Intercom Parts (62)				
Item No	Description	Manufacturer	Part #	UOM
62	18/4 Stranded Shielded Wire		18/4 Cable	Spool

**Bid #3826 - Intercom Parts**

Intercom Parts (60)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
60	No Bid			1		
Intercom Parts (61)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
61	No Bid			1		
Intercom Parts (62)						
Item No	Quote type	Manufacturer	Part #	Quantity	Price	Total Cost
62	No Bid			1		

Recommend: Motion to award to Security Equipment Co. for overall lowest and best bid.

To be funded through the Maintenance and Technology Departments.

**Request to Purchase:**

Career and Technical Education would like to purchase a used truck not to exceed \$35,000.00. The truck will be used to haul diesel and any other materials needed for the new mobile learning labs. The funds from the CTE truck that was sold on GovDeals will be used for this purchase.

To be funded from ISM funds

**Request to Purchase:**

Oakland Middle School would like to purchase a Toro Z Master 4000 Series 25.5 HP, 60” deck mower zero turn mower in the amount of \$10,258.35 from Jerry Pate Turf & Irrigation. Pricing is quoted from the TN State Contract 242.

To be funded through Oakland Middle School and Principal GP Funds.

# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation  
 604 28th Street North  
 Birmingham, AL 35203  
 800-700-7001  
 850-484-8596 (fax)  
 www.jerry pate.com

DATE: August 14, 2025  
 EXPIRATION DATE: Valid 30 Days

Exclusively For: Rutherford BOE (Oakland Middle School)  
 Attn: JoAnne Robichaud  
 2240 Southpark Dr.  
 Murfreesboro, TN 37128  
 [Ph#] 615-893-5812  
 [Fax#]  
 [Customer Acct#] Requires JPTI Account  
 [Email] [robichaudi@rcschools.net](mailto:robichaudi@rcschools.net)

**Proposed Order**  
 Pricing Will Reflect Tennessee State Contract SWC242

Prepared By: Jacob Holbrook ext. 1217  
[jholbrook@jerry pate.com](mailto:jholbrook@jerry pate.com)

Account Executive:

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
1	77285	Toro Z Master 2000 Series 24.5HP Toro V-Twin 60" Deck	\$ 7,941.90	\$ 7,941.90
1	77288	Toro Z Master 2000 Series 28HP Vanguard EFI 60" Deck	\$ 9,347.71	\$ 9,347.71
1	74004	Toro Z Master 4000 Series 25.5HP Kawasaki FX 60" Deck	\$ 10,258.35	\$ 10,258.35
1	74057	Toro Z Master 4000 Series 35HP Kawasaki FX 60" Deck	\$ 11,995.51	\$ 11,995.51
1	72957	Toro Z Master 5000 Series 26.5HP Kohler EFI 60" Deck	\$ 14,725.95	\$ 14,725.95
1	72910	Toro Z Master 5000 Series 25.5HP Kawasaki FX 60" Deck	\$ 12,409.50	\$ 12,409.50

*\*5 yr / 1500 hr warranty*

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**Rutherford County Schools**  
**10 months**

**BCBST / Cigna (P / OAP)**

		2025 Current Contribution					2026 Employer Absorbs 50% of the increase					
	participation (8/2025)	RCS	Employee	2025 Rate	Employer %	Employee %	RCS	Employee	2026 Rate	Employer %	Employee %	Employee +/- %
<b>PREMIER PPO</b>												
Employee Only	295	\$739.54	\$256.46	\$996.00	74.25%	25.75%	\$747.60	\$312.00	\$1,059.60	70.55%	29.45%	21.65%
Employee + Child(ren)	263	\$1,216.03	\$378.77	\$1,594.80	76.25%	23.75%	\$1,232.04	\$456.36	\$1,688.40	72.97%	27.03%	20.49%
Employee + Spouse	167	\$1,668.74	\$548.86	\$2,217.60	75.25%	24.75%	\$1,681.08	\$674.52	\$2,355.60	71.37%	28.63%	22.90%
Employee + Spouse + Child(ren)	348	\$1,906.24	\$626.96	\$2,533.20	75.25%	24.75%	\$1,941.96	\$746.04	\$2,688.00	72.25%	27.75%	18.99%
<b>STANDARD PPO</b>												
Employee Only	480	\$775.22	\$155.98	\$931.20	83.25%	16.75%	\$786.49	\$204.71	\$991.20	79.35%	20.65%	31.24%
Employee + Child(ren)	105	\$1,135.51	\$353.69	\$1,489.20	76.25%	23.75%	\$1,144.56	\$432.24	\$1,576.80	72.59%	27.41%	22.21%
Employee + Spouse	37	\$1,538.76	\$533.64	\$2,072.40	74.25%	25.75%	\$1,561.32	\$641.88	\$2,203.20	70.87%	29.13%	20.28%
Employee + Spouse + Child(ren)	88	\$1,780.72	\$585.68	\$2,366.40	75.25%	24.75%	\$1,804.32	\$708.48	\$2,512.80	71.81%	28.19%	20.97%
<b>LIMITED PPO</b>												
Employee Only	25	\$736.26	\$148.14	\$884.40	83.25%	16.75%	\$742.70	\$199.30	\$942.00	78.84%	21.16%	34.53%
Employee + Child(ren)	6	\$1,061.93	\$349.27	\$1,411.20	75.25%	24.75%	\$1,080.36	\$414.84	\$1,495.20	72.26%	27.74%	18.77%
Employee + Spouse	1	\$1,461.24	\$506.76	\$1,968.00	74.25%	25.75%	\$1,475.40	\$618.60	\$2,094.00	70.46%	29.54%	22.07%
Employee + Spouse + Child(ren)	8	\$1,688.62	\$555.38	\$2,244.00	75.25%	24.75%	\$1,703.40	\$681.00	\$2,384.40	71.44%	28.56%	22.62%
<b>LOCAL CDHP/HSA</b>												
Employee Only	150	\$683.69	\$99.91	\$783.60	87.25%	12.75%	\$690.19	\$146.21	\$836.40	82.52%	17.48%	46.34%
Employee + Child(ren)	114	\$1,061.88	\$183.72	\$1,245.60	85.25%	14.75%	\$1,069.48	\$251.72	\$1,321.20	80.95%	19.05%	37.02%
Employee + Spouse	37	\$1,448.56	\$291.44	\$1,740.00	83.25%	16.75%	\$1,458.60	\$395.40	\$1,854.00	78.67%	21.33%	35.67%
Employee + Spouse + Child(ren)	125	\$1,670.17	\$312.23	\$1,982.40	84.25%	15.75%	\$1,685.78	\$423.82	\$2,109.60	79.91%	20.09%	35.74%
<b>Total Participation</b>	<b>2249</b>											

**BCBST / Cigna (S / Local Plus)**  
**10 months**

		2025 Current Contribution					2026 Employer Absorbs 50% of the increase					
	participation (8/2025)	RCS	Employee	2025 Rate	Employer %	Employee %	RCS	Employee	2026 Rate	Employer %	Employee %	Employee +/- %
<b>PREMIER PPO</b>												
Employee Only	138	\$724.80	\$181.20	\$906.00	80.00%	20.00%	\$747.60	\$204.00	\$951.60	78.56%	21.44%	12.58%
Employee + Child(ren)	133	\$1,194.24	\$298.56	\$1,492.80	80.00%	20.00%	\$1,232.04	\$336.36	\$1,568.40	78.55%	21.45%	12.66%
Employee + Spouse	72	\$1,630.08	\$407.52	\$2,037.60	80.00%	20.00%	\$1,681.08	\$458.52	\$2,139.60	78.57%	21.43%	12.51%
Employee + Spouse + Child(ren)	258	\$1,882.56	\$470.64	\$2,353.20	80.00%	20.00%	\$1,941.96	\$530.04	\$2,472.00	78.56%	21.44%	12.62%
<b>STANDARD PPO</b>												
Employee Only	691	\$765.49	\$75.71	\$841.20	91.00%	9.00%	\$786.49	\$96.71	\$883.20	89.05%	10.95%	27.73%
Employee + Child(ren)	172	\$1,109.76	\$277.44	\$1,387.20	80.00%	20.00%	\$1,144.56	\$312.24	\$1,456.80	78.57%	21.43%	12.54%
Employee + Spouse	78	\$1,513.92	\$378.48	\$1,892.40	80.00%	20.00%	\$1,561.32	\$425.88	\$1,987.20	78.57%	21.43%	12.52%
Employee + Spouse + Child(ren)	160	\$1,749.12	\$437.28	\$2,186.40	80.00%	20.00%	\$1,804.32	\$492.48	\$2,296.80	78.56%	21.44%	12.62%
<b>LIMITED PPO</b>												
Employee Only	45	\$722.90	\$71.50	\$794.40	91.00%	9.00%	\$742.70	\$91.30	\$834.00	89.05%	10.95%	27.69%
Employee + Child(ren)	18	\$1,047.36	\$261.84	\$1,309.20	80.00%	20.00%	\$1,080.36	\$294.84	\$1,375.20	78.56%	21.44%	12.60%
Employee + Spouse	5	\$1,430.40	\$357.60	\$1,788.00	80.00%	20.00%	\$1,475.40	\$402.60	\$1,878.00	78.56%	21.44%	12.58%
Employee + Spouse + Child(ren)	29	\$1,651.20	\$412.80	\$2,064.00	80.00%	20.00%	\$1,703.40	\$465.00	\$2,168.40	78.56%	21.44%	12.65%
<b>LOCAL CDHP/HSA</b>												
Employee Only	285	\$672.79	\$20.81	\$693.60	97.00%	3.00%	\$690.19	\$38.21	\$728.40	94.75%	5.25%	83.60%
Employee + Child(ren)	135	\$1,040.68	\$102.92	\$1,143.60	91.00%	9.00%	\$1,069.48	\$131.72	\$1,201.20	89.03%	10.97%	27.99%
Employee + Spouse	50	\$1,419.60	\$140.40	\$1,560.00	91.00%	9.00%	\$1,458.60	\$179.40	\$1,638.00	89.05%	10.95%	27.78%
Employee + Spouse + Child(ren)	217	\$1,640.18	\$162.22	\$1,802.40	91.00%	9.00%	\$1,685.78	\$207.82	\$1,893.60	89.03%	10.97%	28.11%
<b>Total Participation</b>	<b>2486</b>											

**Rutherford County Schools**  
**12 months**

**BCBST / Cigna (P / OAP)**

		2025 Current Contribution					2026 Employer Absorbs 50% of the increase					
	participation (8/2025)	RCS	Employee	2025 Rate	Employer %	Employee %	RCS	Employee	2026 Rate	Employer %	Employee %	Employee +/- %
<b>PREMIER PPO</b>												
Employee Only	295	\$616.28	\$213.72	\$830.00	74.25%	25.75%	\$623.00	\$260.00	\$883.00	70.55%	29.45%	21.65%
Employee + Child(ren)	263	\$1,013.36	\$315.64	\$1,329.00	76.25%	23.75%	\$1,026.70	\$380.30	\$1,407.00	72.97%	27.03%	20.49%
Employee + Spouse	167	\$1,390.62	\$457.38	\$1,848.00	75.25%	24.75%	\$1,400.90	\$562.10	\$1,963.00	71.37%	28.63%	22.90%
Employee + Spouse + Child(ren)	348	\$1,588.53	\$522.47	\$2,111.00	75.25%	24.75%	\$1,618.30	\$621.70	\$2,240.00	72.25%	27.75%	18.99%
<b>STANDARD PPO</b>												
Employee Only	480	\$646.02	\$129.98	\$776.00	83.25%	16.75%	\$655.41	\$170.59	\$826.00	79.35%	20.65%	31.24%
Employee + Child(ren)	105	\$946.26	\$294.74	\$1,241.00	76.25%	23.75%	\$953.80	\$360.20	\$1,314.00	72.59%	27.41%	22.21%
Employee + Spouse	37	\$1,282.30	\$444.70	\$1,727.00	74.25%	25.75%	\$1,301.10	\$534.90	\$1,836.00	70.87%	29.13%	20.28%
Employee + Spouse + Child(ren)	88	\$1,483.93	\$488.07	\$1,972.00	75.25%	24.75%	\$1,503.60	\$590.40	\$2,094.00	71.81%	28.19%	20.97%
<b>LIMITED PPO</b>												
Employee Only	25	\$613.55	\$123.45	\$737.00	83.25%	16.75%	\$618.92	\$166.08	\$785.00	78.84%	21.16%	34.53%
Employee + Child(ren)	6	\$884.94	\$291.06	\$1,176.00	75.25%	24.75%	\$900.30	\$345.70	\$1,246.00	72.26%	27.74%	18.77%
Employee + Spouse	1	\$1,217.70	\$422.30	\$1,640.00	74.25%	25.75%	\$1,229.50	\$515.50	\$1,745.00	70.46%	29.54%	22.07%
Employee + Spouse + Child(ren)	8	\$1,407.18	\$462.82	\$1,870.00	75.25%	24.75%	\$1,419.50	\$567.50	\$1,987.00	71.44%	28.56%	22.62%
<b>LOCAL CDHP/HSA</b>												
Employee Only	150	\$569.74	\$83.26	\$653.00	87.25%	12.75%	\$575.16	\$121.84	\$697.00	82.52%	17.48%	46.34%
Employee + Child(ren)	114	\$884.90	\$153.10	\$1,038.00	85.25%	14.75%	\$891.23	\$209.77	\$1,101.00	80.95%	19.05%	37.02%
Employee + Spouse	37	\$1,207.13	\$242.87	\$1,450.00	83.25%	16.75%	\$1,215.50	\$329.50	\$1,545.00	78.67%	21.33%	35.67%
Employee + Spouse + Child(ren)	125	\$1,391.81	\$260.19	\$1,652.00	84.25%	15.75%	\$1,404.82	\$353.18	\$1,758.00	79.91%	20.09%	35.74%
<b>Total Participation</b>	<b>2249</b>											

**BCBST / Cigna (S / Local Plus)**  
**12 months**

		<b>2025</b>					<b>2026</b>					
		<b>Current Contribution</b>					<b>Employer Absorbs 50% of the increase</b>					
	<b>participation (8/2025)</b>	RCS	Employee	2025 Rate	Employer %	Employee %	RCS	Employee	2026 Rate	Employer %	Employee %	Employee +/- %
<b>PREMIER PPO</b>												
Employee Only	138	\$604.00	\$151.00	\$755.00	80.00%	20.00%	\$623.00	\$170.00	\$793.00	78.56%	21.44%	12.58%
Employee + Child(ren)	133	\$995.20	\$248.80	\$1,244.00	80.00%	20.00%	\$1,026.70	\$280.30	\$1,307.00	78.55%	21.45%	12.66%
Employee + Spouse	72	\$1,358.40	\$339.60	\$1,698.00	80.00%	20.00%	\$1,400.90	\$382.10	\$1,783.00	78.57%	21.43%	12.51%
Employee + Spouse + Child(ren)	258	\$1,568.80	\$392.20	\$1,961.00	80.00%	20.00%	\$1,618.30	\$441.70	\$2,060.00	78.56%	21.44%	12.62%
<b>STANDARD PPO</b>												
Employee Only	691	\$637.91	\$63.09	\$701.00	91.00%	9.00%	\$655.41	\$80.59	\$736.00	89.05%	10.95%	27.73%
Employee + Child(ren)	172	\$924.80	\$231.20	\$1,156.00	80.00%	20.00%	\$953.80	\$260.20	\$1,214.00	78.57%	21.43%	12.54%
Employee + Spouse	78	\$1,261.60	\$315.40	\$1,577.00	80.00%	20.00%	\$1,301.10	\$354.90	\$1,656.00	78.57%	21.43%	12.52%
Employee + Spouse + Child(ren)	160	\$1,457.60	\$364.40	\$1,822.00	80.00%	20.00%	\$1,503.60	\$410.40	\$1,914.00	78.56%	21.44%	12.62%
<b>LIMITED PPO</b>												
Employee Only	45	\$602.42	\$59.58	\$662.00	91.00%	9.00%	\$618.92	\$76.08	\$695.00	89.05%	10.95%	27.69%
Employee + Child(ren)	18	\$872.80	\$218.20	\$1,091.00	80.00%	20.00%	\$900.30	\$245.70	\$1,146.00	78.56%	21.44%	12.60%
Employee + Spouse	5	\$1,192.00	\$298.00	\$1,490.00	80.00%	20.00%	\$1,229.50	\$335.50	\$1,565.00	78.56%	21.44%	12.58%
Employee + Spouse + Child(ren)	29	\$1,376.00	\$344.00	\$1,720.00	80.00%	20.00%	\$1,419.50	\$387.50	\$1,807.00	78.56%	21.44%	12.65%
<b>LOCAL CDHP/HSA</b>												
Employee Only	285	\$560.66	\$17.34	\$578.00	97.00%	3.00%	\$575.16	\$31.84	\$607.00	94.75%	5.25%	83.60%
Employee + Child(ren)	135	\$867.23	\$85.77	\$953.00	91.00%	9.00%	\$891.23	\$109.77	\$1,001.00	89.03%	10.97%	27.99%
Employee + Spouse	50	\$1,183.00	\$117.00	\$1,300.00	91.00%	9.00%	\$1,215.50	\$149.50	\$1,365.00	89.05%	10.95%	27.78%
Employee + Spouse + Child(ren)	217	\$1,366.82	\$135.18	\$1,502.00	91.00%	9.00%	\$1,404.82	\$173.18	\$1,578.00	89.03%	10.97%	28.11%
<b>Total Participation</b>	<b>2486</b>											

**Cost of Dental & Vision**

	10 DEDUCTIONS		20 DEDUCTIONS	
2026 Dental Rates	Cigna DHMO	MetLife DPPO	Cigna DHMO	MetLife DPPO
Employee Only	\$17.63	\$24.38	\$8.81	\$12.19
Employee + Child(ren)	\$36.60	\$81.05	\$18.30	\$40.52
Employee + Spouse	\$31.24	\$47.95	\$15.62	\$23.98
Employee + Spouse + Child(ren)	\$42.95	\$119.36	\$21.47	\$59.68

2026 Vision Rates-Eye Med	Basic	Expanded	Basic	Expanded
Employee Only	\$3.82	\$7.56	\$1.91	\$3.78
Employee + Child(ren)	\$7.62	\$15.12	\$3.81	\$7.56
Employee + Spouse	\$7.24	\$14.38	\$3.62	\$7.19
Employee + Spouse + Child(ren)	\$11.20	\$22.25	\$5.60	\$11.12

## MEMORANDUM

DATE: August 28, 2025  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (1)

---

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded for possession of illegal drugs.

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 admission.

**RUTHERFORD COUNTY BOARD OF EDUCATION BUS TRANSPORTATION SERVICES  
CONTRACT SERVICES CONTRACT AFTER SCHOOL EXTENDED SESSIONS**

THIS AGREEMENT is executed and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("CONTRACTOR"), and the Rutherford County Board of Education, 2240 Southpark Drive, Murfreesboro, Tennessee 37128 ("the Board"). This Agreement ends on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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 the Exhibits to 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 the Exhibits hereto. 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 either 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 or an agreement in place with a CONTRACTOR, as approved by the Rutherford County School System Transportation Department ("Transportation Department"), to ensure route coverage. The Transportation Department shall have the right to disapprove a backup plan if the backup plan does not reasonably provide a backup plan to transport a like number of students assigned to the school bus route. 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).

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

- c. 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.
- d. 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.
- e. 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.
- f. 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 policies obtained by Contractor shall also include uninsured and underinsured coverage of no less than \$1,000,000 per occurrence. The deductibles under the policies shall be no more than \$5,000 unless the Board expressly approves a different deductible maximum. 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, the Rutherford County Risk Management Office can obtain insurance

coverage acceptable on terms agreeable by the Board, and the Board elects to do so in writing, the obligations under this Section 1.3 can be amended by written mutual agreement with Contractor.

### 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.  
  
To provide maintenance records requested by the Board's Transportation Department within twenty-four (24) hours after receiving written notice.
- d. 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.
- e. To report all injuries, accidents, and occurrences to the Board and the insurance carrier within the time limits specified by the insurance carrier and the Board's Transportation Department and to cooperate fully in the Board's and/or insurance carrier's investigation of all accidents and occurrences.
  1. 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.
  2. 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.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- J. 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 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 a 90-passenger bus is unavailable, replacement buses used must have the same or greater capacity. 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. In the event Contractor requests and is assigned a bus route by the Transportation Department for a route for a bus with a passenger capacity less than ninety (90) passengers and the bus route gets later revised by the Transportation Department to require a ninety (90) passenger bus, the Contractor shall be given written notice of the change by the Transportation Department forty-five (45) days or more prior to the requirement of the ninety (90) passenger bus being implemented. Furthermore, in the event of a change of a route for a bus for less than a ninety (90) passenger bus to a route requiring a ninety (90) passenger bus by the Transportation Department, the Contractor assigned to the route for less than a ninety (90) passenger bus shall be given the first right of refusal to service said route now requiring the ninety (90) passenger bus.
- b. Special education buses must have seating capacity 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:

a. Radios

- 1. The Board requires that any time 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.
- n. 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 inspection 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 Transportation Department. 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

- 1. 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.
- 11. 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 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 requesting access to 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. The BOARD is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the BOARD.
- c. Global Positioning System (OPS)
- 1. CONTRACTOR shall allow BOARD to equip all buses with a Board-approved OPS that records the path and speed of the bus; and to notify the Board's Transportation Department anytime the system is not operating properly.
  - 11. BOARD is responsible for the maintenance and operation of the OPS.
  - iii. CONTRACTOR shall permit the Board's Transportation Department access to the OPS system at any or the purpose of the repair of the system. The Transportation Department shall notify the CONTRACTOR prior to requesting access to the OPS 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 OPS, 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 is responsible for any and all damage to a bus caused by any repairs, modifications, upgrades, installations, or removals of any equipment required by the 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 contact 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 in the fourth or last week of July which the Board's Transportation Department notifies Contractor a minimum of three (3) weeks in advance. 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 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 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 7.

### 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 water and lunches in lunch boxes or other containers to be consumed at school and not on the bus. Notwithstanding the above, students who provide written

proof of medical reasons or of an Individualized Education Plan (IEP) of a need to bring food and consume the same on the bus shall be permitted to do so. Furthermore, students on special meal programs who receive food at school may carry food back to their homes or destinations.

- 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 (as near as is reasonably practicable having due regard for normal wear and tear). 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 BOARD shall 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 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. For after school extended session routes. Priority lists will be randomly drawn for those schools based on the area CONTRACTOR serves. Routes will be distributed in the order the CONTRACTORS appear on the list.
- 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.

## **1. COMPENSATION OF CONTRACTOR**

- 1.1. CONTRACTOR shall be paid a daily rate of two hundred and forty-five dollars (\$245) for providing additional services for the afterschool extended sessions. This fee shall be inclusive of all expenses, and no additional compensation will be awarded. CONTRACTOR must complete all scheduled days.
- 1.2. 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
    - i. 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.
    - ii. CONTRACTOR understands and acknowledges that, if Tennessee law requires CONTRACTOR to carry workers' compensation insurance, then CONTRACTOR is responsible for obtaining any such coverage.

## **5. EMPLOYMENT OF DRIVERS**

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

#### 5.4. 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.

- a. 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.
- b. 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 investigation of the CONTRACTOR's driver is resolved to the satisfaction of the Director of Transportation.
- c. 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.

2. 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.

#### 3. 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:

- 3.1. 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.
- 3.2. 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.
- 3.3. Failing resolution of the matter, CONTRACTOR and/or his/her selected Representative shall have the right to request in writing to be heard before the Transportation Contractor's Review Board ("TCRB") which will hear the appeal. The TCRB shall consist of the Director of Schools or the Director of School's designee not assigned to the Transportation Department, a Board Member appointed by the Chairman, and the Board attorney. 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.
- 3.4. 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.
- 3.5. 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.
- 3.6. The Minutes from the TCRB meeting are to be made available to individual Board members prior to any open hearing before the Board.
- 3.7. 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.

#### **4. DURATION AND TERMINATION OF AGREEMENT**

- 4.1. 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 the Transportation Department determines CONTRACTOR has breached this Contract, prior to recommending termination of this Agreement, the Transportation Department shall give written notice to CONTRACTOR and CONTRACTOR shall have thirty (30) days to cure the alleged breach, except in cases in which the breach constitutes a reasonable risk of safety in which no cure period shall be required prior to the Transportation Department recommending termination. 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.
- 8.5 In the event the CONTRACTOR determines the BOARD has breached this Contract, the CONTRACTOR shall serve written notice upon the Transportation Department and the Board shall have thirty (30) days to cure said alleged breach prior to Contractor before the CONTRACTOR taking action within its sole discretion to suspend or terminate this contract. The CONTRACTOR's failure to terminate this contract upon breach shall not constitute a waiver of the CONTRACTOR's right to terminate for subsequent violations of or failure to adequately fulfill the Contract obligations.

5. **INDEMNITY**

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

6. **ASSIGNMENT AND DELEGATION**

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

- a. Subject to approval by the Board, 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

(EXECUTION ON FOLLOWING PAGE)

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CONTRACTOR Signature

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Type or Print CONTRACTOR NAME

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CONTRACTOR Email Address

RUTHERFORD COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Claire Maxwell, Chairman

By: \_\_\_\_\_  
James Sullivan, Director of Schools

j

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**

### **I. 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.

### **II. 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 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.

IV. 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.

V. 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.

VI. 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 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.

g. Testing Procedures 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.

h. 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.

1. Testing Procedure

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

J. Collection Sites

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

k. 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.

I. 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 it 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).

m. 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.

n. 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.

o. 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.

p. Tests For Which Contracted Bus Owners/Drivers Must Pay Pre-Contract:

- i. DOT drug and alcohol tests
- ii. Reasonable cause test if the test result is positive
- iii. All post-accident tests
- iv. Return to duty and follow-up tests Re-certification physical examination
- v. Contracted bus owner/ driver requested re-tests

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.

VIII. Grounds for Contract Termination

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

Refusal to submit to testing or neglecting to be readily available for testing will be grounds for termination.

Confirmed concentration test reading of 0.04 or greater, on any required alcohol test will be grounds for termination.

Confirmed positive results on any required controlled substance test will be grounds for termination.

IV. Assistance Program (APD)

The School Board AP shall include:

- a. Education and training for the contracted bus owner/driver regarding drugs and alcohol;
- b. 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:
- c. Effects and consequences of substance use on personal health, safety and work; (Exhibit A)
- d. Manifestations and behavioral causes that may indicate substance use; and (Exhibits B & C)
- e. Documentation of training provided (Exhibit G)
- f. A written statement on file and available at the School Board office outlining the AP.

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

1. Unreported absences or late arrivals
2. Poor or erratic work performances and decreased productivity Increase involvement in workplace accidents
3. Poor relations with co-workers
4. 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.

1. Alcohol
  - a. Turning with wide radius Weaving and swerving Braking erratically
  - b. Slow response to traffic signals
  - c. Slow speed more than 10 MPH below limit Accelerating or decelerating rapidly
2. Amphetamines
  - a. More likely to take risks
  - b. Overreactions such as over-braking, over-steering, over-acceleration
  - c. Bad judgment concerning distance
  - a. Late reaction times
3. Cocaine
  - a. Distorted vision and perception
  - b. Slow reaction time to traffic situations
  - c. Hard to make a decision
  - a. Angry about own slow ability to react
4. Marijuana
  - a. Slower than usual thinking and reactions
  - b. More than usual miles without sleeping
  - c. Don't remember last stop, short-term memory loss
  - d. Could rear end another vehicle before aware of presence
5. Opiates
  - a. Day dreaming
  - b. Blurred vision
  - c. Distorted sense of time and distance

6. Phencyclidine (PCP)

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

## EXHIBITD

### 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 confirmed 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:

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  
Engagement in conduct that clearly obstructs the testing process.

## EXHIBITE

### 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 event 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:

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 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:

■ ,-----  
(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 W1derstand 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 W1derstand 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 of alcohol addictions, or related problems.

\_\_\_\_\_  
Signature