



**2026-2027 SCHOOL YEAR
GENESIS LEARNING CENTERS
AND
MURFREESBORO CITY SCHOOLS**

This contract agreement between Murfreesboro City Schools at 2552 South Church Street, Murfreesboro, TN 37127, herein termed “The District”, and Genesis Learning Centers (GLC) with its primary office at 430 Allied Drive, Nashville, TN 37211, DBA as “The Academy”, is made effective on July 1, 2026, and shall continue until June 30, 2027.

This agreement is for the provision of educational and therapeutic day school services for students with disabilities requiring exceptionally specialized and individualized intervention to meet his/her social, emotional, behavioral, communication, and academic needs.

This agreement should be deemed to have been made, executed, and delivered in accordance with all applicable laws. The Chancery Court and/or the Circuit Court of Davidson County shall have exclusive and concurrent jurisdiction of any disputes that may arise.

WITNESSETH

- Whereas, in accordance with Tennessee Annotated Code (TCA) 49-10-102, 103, 107, 305, 701 and Tennessee State Board Rule 0520-01-09 provides that, The District may enter into contractual agreements with a nonpublic school for the provision of specialized education services for students with disabilities whose Individualized Education Program (IEP) team determines the student requires the most restrictive placement in a separate educational setting to serve as his/her Least Restrictive Environment;
- Whereas, The District, to provide the comprehensive continuum of special education and related services, finds it necessary to acquire the services of an appropriately licensed nonpublic school;
- Whereas The Academy, a nonpublic school, is approved by the Tennessee Department of Education to serve students whose IEP requires placement outside of his/her District by providing the required educational and clinical services for implementation of the special education and related services outlined in the IEP; and
- Therefore, The District and The Academy agree to full execution of this contractual agreement to provide the services outlined below.

SCOPE OF SERVICES

Purpose

1. This contractual agreement establishes the provision of educational and related services in a therapeutic day school for eligible special education students with social, emotional, behavioral, communication, and academic needs requiring placement in a separate educational setting.
2. The goal of the therapeutic day school is to provide individualized services that will assist students in meeting established IEP goals and benchmarks.

Placement

1. Student placement shall not be initiated, changed, terminated, or continued, including from one school year to the next without an IEP meeting for the student that includes his/her parent(s)/guardian(s) and designated representatives from The District and The Academy.

Program Requirements

1. The Academy will be approved by the Tennessee Department of Education as a Category 1 Nonpublic School pursuant to the requirements of the Tennessee State Board Rule 0520-07-02.
2. The Academy's calendar shall reflect a school year comprised of one hundred eight days (180).
 - a. The student's IEP may outline a modified schedule reflecting a reduced number of days for required attendance.
 - b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
3. The Academy's school day will consist of a minimum of seven (7) hours per day.
 - a. The student's IEP may outline a modified schedule reflecting a reduced number of hours for required attendance each day/week.
 - b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
 - c. The hours of service provided shall not exceed the time allowed in the student's IEP without the written approval by The District.
4. The Academy will provide the special education and related services required by the IEP for each student enrolled. The physical learning environment will be considered appropriate and conducive for learning. The staff, equipment, and instructional materials and supplies necessary for implementation of the IEP will be provided by GLC.
5. Educational curriculum will meet the Tennessee Department of Education requirements.
6. The Academy will provide a nutritious breakfast and lunch for each student each day.
7. GLC will provide Extended School Year (ESY) services for students if identified as a requirement by his/her IEP team and listed as a service within the document.
8. The programs and services provided by The Academy shall comply with all relevant Federal and State laws and regulations, including those identified by the Tennessee Department of Education.
9. Representatives of The District may inspect the facility, observe the program, confer with The Academy staff to ensure compliance with Federal and State rules and regulations.
 - a. Inspections and observations must be scheduled in advance and occur at a time reasonable to both parties.

IEP Development

1. Designated IEP team members from The District and The Academy will work together to develop a compliant IEP that meets the requirements of Federal and State Law and designed to meet the unique needs of each student enrolled in the school.
2. Procedural Safeguards
 - a. The District and The Academy shall ensure that all rights and privileges afforded to students with disabilities through the Individuals with Disabilities Education Act (IDEA), will be available for students enrolled at The Academy, including but not limited to prior written notice, parental consent, due process procedures, independent educational evaluation, right to participate, right to examine educational records, and confidentiality of information.
3. At the annual IEP meeting, the team will review data, evaluate progress and discuss goals and benchmarks that may help facilitate transition to a less restrictive setting, when determined to be the appropriate next step for the student.
4. No components of the student's program or the IEP may be changed or terminated without agreement by the members of the IEP Team and within the context of an IEP meeting to include The District and The Academy.
5. The IEP and any associated compliance documentation required by the Tennessee Department of Education is developed by The Academy on the software program maintained by the district. The District is responsible for providing the Academy staff members with electronic access to the software program for students enrolled with GLC.
6. A draft IEP will be made available to the district and parent/guardian for review at least 48 hours prior to the meeting. The IEP will include the following information:
 - a. Statement of present level of academic achievement and functional performance for each core deficit area, including how the student's disability adversely impacts involvement and progress in the general education curriculum;
 - b. Statement of measurable annual goals and benchmarks describing the educational performance to be achieved by the end of the IEP;
 - c. Statement of special education and related services and supplementary aids and services provided to or on behalf of the student;
 - d. Statement of program modifications or supports for the student to:
 - Advance appropriately toward attaining the annual goals;
 - Be involved in and progress in the general curriculum and participate in extracurricular and nonacademic activities; and
 - Be educated and participate with other children with disabilities and nondisabled peers in education and nonacademic activities;
 - e. Consideration of any special factors and needs, including a statement regarding the extent, if any, to which the student will participate with non-disabled peers in the general curriculum, extracurricular, and nonacademic activities;
 - f. Description of the individualized accommodations and modifications;
 - g. Statement outlining assessment details, including accommodations and type of assessment, required for State or district-wide assessments. If the IEP team determines the student will not participate in any standardized assessment, the IEP must indicate:
 - Why the assessment is not appropriate for the student; and
 - How the student will be alternately assessed;

- h. Projected date for beginning services identified by the IEP;
 - i. Statement describing the special education, related services, and supplementary aids provided to the student or on behalf of the student frequency, location, and duration of the educational and related services;
 - j. Identification of individuals or service providers responsible for providing each specific service;
 - k. Statement of how the students' progress toward the annual goals will be measured;
 - l. Statement of how the student's parents will be regularly informed of the child's progress toward the annual goals and the extent to which the progress is sufficient to enable the child to achieve the goals by the end of the IEP period;
 - m. Functional behavior assessment and behavior intervention plan;
 - n. Data related to ESY services;
 - o. Transportation services; and
 - p. Post-secondary transition services for students turning 14 ½ during the life of the IEP.
7. The Academy will provide a progress report at minimum on a quarterly basis, unless otherwise requested by the district. The report will detail the students' progress towards attaining the short-term objectives and annual goals and be submitted to both the district and the parent/guardian for review.

RECORDS, REPORTING, AND CONFIDENTIALITY

Student Records

1. In accordance with all federal and state laws, The District will provide The Academy's School Leadership Team with access to any relevant records and information for each student enrolled, as necessary for the provision of services.
2. All student records provided to The Academy and GLC will remain property of The District.

Reporting

1. The Academy shall report to The District any concerns related to implementation of the IEP, interfering and disruptive behaviors not listed or not adequately addressed in the current BIP, or lack of progress towards academic and/or behavioral goals and benchmarks.
2. Together, The District and The Academy will develop a plan to resolve the identified concerns.
3. The Academy will send reports specifying the services provided and the progress of each student towards achieving goals and benchmarks.
 - a. The reports will be submitted during every report card period in which the student receives services.
 - b. Should The District require more frequent reports, The Academy and GLC require advance notification. If a new timeline is identified and agreed upon, the information will be integrated into the established contract.
4. Weekly attendance for each student enrolled at The Academy will be sent to The District's identified designee.
 - a. After 5 consecutive absences, whether excused or unexcused, The Academy must notify The District so the appropriate truancy procedures may be initiated. Each time an additional 5 consecutive days of absences are accrued, The District will be notified.

- b. The District's attendance and truancy policies and procedures apply to each student enrolled at The Academy.
5. GLC will submit an attendance report at the end of each month for students enrolled at The Academy listing when the student is in attendance.
6. The Academy will report each use of restraint or isolation to the district and comply with the parental notification requirements.
 - a. The Academy must notify The District within 24 hours following an occurrence of any incident of restraint, isolation, injury, etc. The Academy will provide any State-Required written documentation to The District within 48 hours following the incident.
 - b. The Academy must notify the student's parent/guardian of the occurrence of any restraint, isolation, injury, etc., on the same day as the incident.

Confidentiality

1. Both parties should maintain complete confidentiality of all information which relates to or identifies a particular student, including but not limited to name, address, medical treatment or condition, financial status, and/or any other personal information to comply with the applicable state and federal laws.
2. The Academy and GLC will notify all employees, contractors, and other relevant representatives of this requirement and agree to inform The District of any incidences of noncompliance.

Transportation Services – Bus Aides

GLC shall provide bus aides for the purpose of assisting in the transportation of children to and from GLC, at the times and along specific bus route(s) as assigned. Bus aides will provide supervision on the transportation provided by Rutherford County Schools.

1. Each bus aide shall undergo a criminal history check as required by Tennessee Code Annotated 49-5-413. At least one (1) bus aide shall be present on the bus when children are being transported to or from GLC.
2. Each bus aide should assist the driver in maintaining safety, order, and discipline on the school bus. All bus aides will participate in any mandatory training activities offered prior to the start and throughout the school year.
3. GLC shall provide bus aide as assigned to routes for a period of one hundred eighty (180) days. If GLC does not provide a school bus aide for any school day, there shall be deducted from the billing invoice.
4. The District may require the suspension or termination of any bus aide for violation of any federal, state, or local law, rule, regulation of any District policy regarding the health, safety, or welfare of children.

TERMS

Business Functions

1. Neither party may assign any of its rights under the contract without the prior written consent of the other party.
2. In the event The Academy is transferred to another entity, the contract shall be binding for a continuation of the provision of services to the subsequent successor, legal representative, or assignment after GLC.
3. All written and oral materials, documents, pamphlets, handouts, forms, and other information provided by either organization shall be the sole and exclusive property of the party providing the item, whether copyrighted or not.
 - a. Items shall not be used or reproduced without prior written approval of the originating party.
 - b. No audio or video recording shall take place without the consent of either party.

Default on Services

1. If GLC fails to fulfil its obligations or violates any of the terms of the contractual agreement, the District has the right to terminate the agreement with written notification and withhold payment more than fair compensation for the work completed.
2. If any component of this contractual agreement is deemed invalid or unenforceable to any extent, the remainder of the agreement shall not be affected and is enforceable to the greatest extent permitted by law.

Agreements and Amendments

1. The contractual agreement between parties supersedes all prior contracts, either oral or written, with respect to the provision of therapeutic day school services.
2. No amendment or variation of the contract is considered valid unless written in the contractual agreement as an addendum and signed by required designees from The Academy and The District.

Federal Discrimination Laws

1. In compliance with federal law, including Title IX of the Education Amendments, Sections 503 and 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and Title VI of the Civil Rights Act, each party agrees that it will not discriminate based on race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status in its administration of its policies, including admission policies, employment, programs, or activities.
2. Any employee advertisement shall state that all qualified applicants will receive consideration for employment without regard to their race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status.

Force Majeure

1. If any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control and/or if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking the provision shall be suspended to the extent necessary.

2. This shall include, without limitation, acts of God, natural disaster, fire, flood, explosion, vandalism, storm, or other similar occurrences including, declarations of outbreak, pandemic, or epidemic, and orders or acts of military or civil authority, or by national emergencies, act of terrorism, riots, wars, strikes, lockouts, and/or work stoppages.
3. The excused party shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

Insurance

1. GLC agrees to obtain and maintain general liability insurance and professional liability insurance and/or professional negligence insurance with policy limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate, providing coverage for any and all damages, costs, or expenses arising out of death, physical or mental injury, sickness, disease, or injury to or destruction of property resulting from GLC's performance and implementation of this contractual agreement.
2. Upon request and prior to renewing the contract, GLC will provide proof of insurance to Murfreesboro City Schools' Director of Special Education Services.
3. All premiums will be pre-paid and maintained in full force and effect throughout the duration of this contract, including any extensions or renewals.
4. GLC will provide Worker's Compensation insurance coverage for all internal program employees, as required by law.
5. GLC will provide transportation liability insurance, as required by law.

Termination of Services

1. If either party fails to fulfill the obligations outlined within the contract in the time and manner provided herein, the other party may immediately terminate the contract with written notification. Murfreesboro City Schools' Board of Education will provide just and equitable compensation to GLC for any work completed prior to the termination date. Written notice outlining the cause or causes of termination shall be sent to the other party via email.
2. A thirty (30) day written notice is required to terminate the contract at any time and for any reason prior to the effective date of termination established as part of the contractual agreement (pg. 1).
3. Early termination of the contract will not relieve Murfreesboro City Schools of the obligation for payment of services rendered prior to the effective date of termination.
4. The terminating party may be held liable for any damages sustained if there is breach of contract.
5. If the needs of the District change, resulting in an insufficient number of students in attendance at the Academy, the District has the discretion to terminate the contract with written notification.

Independent Contractor

1. GLC and the District acknowledge each party is hereto independent of the other and shall, under no circumstances be construed as an agent or representative of the other and shall have no liability for the acts or omissions of the other party.
2. GLC is acting as an independent contractor and is retained by Murfreesboro City Schools' Board of Education solely for the provision of the professional services described in the contractual agreement.

3. Neither party, nor any of its employees, agents, or subcontractors shall be deemed to be employees or agents of the other party, and therefore are not entitled to unemployment compensation, workers compensation, or employee benefits by virtue of this contract. Nor should either party be responsible for income tax or other withholding for the other party, its employees or agents.

Media

1. GLC and the District agree each party will not use the other's name, likeness, or logo in any advertising material, press release, publication, or public announcement, including social media without prior written consent and approval.

Telephone

1. GLC will maintain an active telephone number to be used as a primary point of contact. The number will be shared with the appropriate District representatives. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract questions, and/or any other necessary.
2. GLC's Executive and School Leadership teams will monitor this communication channel and be available for emergency purposes using voice messaging after hours for immediate and prompt communication with The District's Special Education Leadership Team.

Notification of Claims

1. Both parties agree to notify the other party as soon as possible in writing of any incident, occurrence, or claim related to the student and arising out of or in connection with the services provided.
2. Members of the GLC Executive and/or Human Resources team will complete an internal investigation, including interviews, observations, video/audio reviews (if applicable), and document reviews.
3. If either the Executive Team or School Leadership Team's determine the incident warrants outside investigation by an external stakeholder, GLC agrees to notify the appropriate entity (e.g., Law Enforcement, Department of Children's Services, Office of Inspector General, etc.).
4. Once notified, the receiving party has the right to investigate the incident, and the notifying party will fully be cooperative in the investigation.

PERSONNEL

Legal Obligations

1. GLC will comply with all applicable federal and state employee laws and regulations.
2. GLC is responsible for all elements related to the employee workforce, including but not limited to responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, including termination.
3. GLC is responsible for preparing and processing payroll for all employees and shall withhold all applicable federal, state, and local employment taxes and payroll insurances, including but not limited to income, social security, unemployment taxes, and workers compensation costs and charges.

Employee Screening

1. All applicants considered for employment are required to supply a fingerprint sample and submit to a criminal history records review. Further, returning employees must agree to additional criminal history records review every five (5) years. Conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, GLC must receive, review, and approve the results prior to an employee having contact with any students.
2. Any employee convicted of a criminal offense classified as a sexual crime, convicted as a violent sexual offender, or has an open investigation for sexual misconduct as defined in Tennessee Code 40-39-202 may not have contact with any student enrolled in the program or enter the Academy's grounds when any student is present.

Licensing

1. GLC requires any certified staff to have a current license with all relevant approvals provided by the appropriate agency in the State of Tennessee.
2. GLC will maintain and make available to the District, all necessary approvals, licenses, permits, authority to deliver the services set forth within the contractual agreement. Any service provider assigned to fulfill the duties a licensed professional will possess and maintain the required and current licensure and certification in the State of Tennessee, as required by the profession or discipline, including:
 - a. GLC staff assigned to serve as a Lead Teacher must have a current Tennessee licensure with an endorsement in special education, pursuant to Tennessee State Board Rule 0520-02-03.
 - b. GLC staff assigned to serve as a classroom Teacher must have a current Tennessee educator licensure pursuant to Tennessee State Board Rule 0520-02-03.
 - c. Social/emotional and counseling services will be provided by individuals licensed by the Tennessee Board of Healing Arts licensure the Tennessee State Board of Education with an endorsement in a counseling-related area (e.g., school counselor, school psychologist, etc.). Additionally, a social worker may be used to support the social/emotional learning of The Academy's students. Social workers can obtain a license by completing an educator prep program in school social work, applying for a license from the Tennessee Board of Social Workers, or requesting the transfer of a valid out-of-state license.
 - d. Behavioral support services will be provided by a Licensed Behavior Analyst issued by the Tennessee Department of Health's Applied Behavior Analyst Licensing Committee.

Training

1. All Academy staff receive annual formal training in the selected crisis management and physical intervention protocol at the beginning of the school year or at the start of employment and an annual refresher course after returning from winter break. The training will focus on the use of positive behavior management techniques, de-escalation, if/when restraint and isolation may be used, and procedures for reporting the use of physical intervention. For the 2026-2027 school year, all GLC programs use Handle with Care (HWC). While GLC has used HWC for over 10 years, it is GLC's prerogative to transition to a new physical intervention program should it be deemed necessary.

FEE SCHEDULE

Description of Services

1. The Academy will provide educational and clinical services, as agreed upon, during the IEP meeting. The Murfreesboro City Schools will pay GLC to serve as an outside, nonpublic school placement to provide intervention and treatment within a therapeutic day school established to meet the exceptional needs of the student(s) placed at The Academy.

Rates

1. All rates will be evaluated annually and adjusted to account for the economic fluctuation associated with the costs required to provide services identified in the contractual agreement, maintain the buildings and infrastructure, and meet the administrative/overhead capacity to support programs.
 - a. GLC will distribute new contracts for the upcoming school year on or before April 30.
 - b. Contracts will outline changes related to programming, rates, and rules and regulations.
2. The established daily instructional rate for the 26-27 SY is \$315 per student per day.
3. Murfreesboro City Schools will pay the direct contracting costs associated with providing related services identified as a required component of the IEP but not included as part of the school's overall programming (e.g., physical therapy, nursing services, etc.). In lieu of this, the District may provide the appropriate clinician from Murfreesboro City Schools to provide the related service(s). Or the District can secure a contract between Murfreesboro City Schools and a qualified vendor to provide the related services outlined by the IEP.
4. When determined by the IEP team that a student requires a one-to-one educational assistant, The District will pay GLC an additional rate of \$404.25 per day per student.
5. When determined by the IEP team that a student requires Extended School Year (ESY) services, The District will pay GLC at the rate of \$262.50 per half day per student. If a one-on-one educational assistant is required, The District will pay an additional \$262.50 per half day per student.
6. The District shall pay for any bus aides assigned to routes at the rate of \$63.00 per day.
7. When determined by The District that a student requires homebound educational services in lieu of a traditional instructional setting, GLC can provide a certified and licensed educator for this service separately from the therapeutic day school. A separate contract is required which details any additional fees for the provision of services.

Invoicing Procedures

1. GLC will prepare and email an invoice monthly, for any services provided by The Academy for the attention of the Special Education Director for Murfreesboro City Schools' Board of Education.
2. Invoices will include the itemization of services by activity, type, and student. Each invoice must provide the total number, name, school zone, and grade of students served each month.
3. GLC will invoice Murfreesboro City Schools for all services, including the provision of one-on-one support, per student per day, during any district-facilitated closures and inclement weather, professional development, and parent teacher conference days. Upon request, a copy of the school's calendar will be emailed to the District, pending approval by the Tennessee Department of Education, on the first administrative workday for the new school year.
4. GLC will invoice Murfreesboro City Schools for up to ten consecutive days for individual student absences, whether excused or unexcused.

- a. Justification to bill the district for any more than ten consecutive absences during a given month requires an in-person, virtual, or phone discussion or an email exchange between parties to confirm a reciprocal agreement.
 - b. GLC will invoice Murfreesboro City Schools' Board of Education for ten consecutive days for individual student absences, whether excused or unexcused.
 - c. Any student with more than ten absences and for whom Genesis Learning Centers are unable to bill will be dropped from enrollment at the end of the billing cycle. Re-enrollment is possible, assuming the school has space available.
5. All invoices will be delivered via email by the 15th of the month following the last date of service provided in each month.
6. It is the mutual responsibility of GLC and Murfreesboro City Schools' Board of Education to review the document to ensure the appropriateness and accuracy of services, invoice requirements are included, and the GLC-assigned contract number is listed.
7. In the event the District disputes the services documented, the Special Education Director for Murfreesboro City Schools' Board of Education should submit any identified concerns in writing within ten (10) days following issuance of the invoice. Failure to notify GLC within the established time frame will result in the invoice becoming final and should be paid as such.
8. Final invoices for all services provided during the regular school year or during ESY will be submitted to Murfreesboro City Schools' Board of Education by June 30.

Payment

1. Payment is due to GLC within 30 days from the date the invoice is emailed to the attention of the Special Education Director for the District.
2. Please be advised, a payment is considered "late" if it is received after the 30th day from initial issuance via email.
 - a. Late payments may be subjected to a fee of 1.5% of the month's total invoice per day after the 30th day and will be added as a line item on the following month's invoice.
3. Payment for "disputed" services **is required** within 30 days, regardless of the status.
 - a. Together with the District, GLC will review the identified concern(s).
 - b. GLC will either provide data to substantiate the invoice, overturning the disputed claim. Or, GLC will confirm the District's disputed claim and list as a line item a credit on the following month's invoice.

I witness thereof, both parties agree to execute the above-written contract on the date and year listed below, but be effective as of the dates written above.

For the Board of Education

Board of Education Representative

Date

Board of Education Representative

Date

Board of Education Representative

Date

For Genesis Learning Centers



Acting Executive Director

April 29, 2026
Date