

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

**NOVEMBER 9, 2023
5:30 P.M.**

AGENDA

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

Recommended Motion - to approve the agenda as presented.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

- A. Minutes: Oct. 26, 2023, Board Meeting Minutes**
- B. Community Use of Facilities**

**FACILITIES USE
11/9/2023**

Fees

Barfield Elementary	Church of God Assembly, church gathering, cafeteria, 11/11/23 – 7/27/24, \$18 per hour
Oakland High	Triple Threat Softball, practice, softball field, 10/17/23 – 7/31/24, \$18 per hour
Siegel High	Debbie's School of Dance, recital, auditorium, 12/17/23, \$285

No Fees

John Coleman	Scouts BSA, Pack 640, den meetings, cafeteria, 11/14/23 – 5/21/24, no fees
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Oakland Middle

Inner Light Family Theatre, performance, auditorium 11/27/23 – 12/2/23, no fees, *In-Kind Agreement

Riverdale High

CAT Choreography, recital, auditorium, 12/8/23 – 12/10/23, no fees, *In-Kind Agreement

Note: Facility use prior to 11/9/23 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

C. BIDS

Bid #3708 - Apartment Renovations (Central Magnet),
Bid #3710 - Kitchen Equipment,
Request for Approval for a trailer purchase (Riverdale) and a tractor purchase (Oakland).

D. School Salary Supplements and Contract Payments:

Name-Certified	NTE Amt.	School	Funded By	Description
Rachael Dodd	\$1,000.00	Blackman Middle	School Funds - Volleyball	Assistant Volleyball Coach
John Pierce	\$360.00	Blackman Middle	School Funds - Boys + Girls Basketball	Announcer for home Basketball games
Various names	\$1,200.00 each individual	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Various names	\$1,000.00 each individual	Eagleville	School Funds - Basketball	Officiating for JV Basketball
Paige Hawkins	\$23.50 / hour	Oakland Middle	Outside Groups - Use of Facilities	Site Supervision
Haley Lambert	\$900.00	Riverdale	School Funds - Volleyball	JV Volleyball Coach
Joshua Pelchat	\$1,500.00	Riverdale	School Funds - Football	Football Season field maintenance
Glenn Suggs	\$500.00	Riverdale	School Funds - Football	Assistant Football Coach
Christopher Lowry	\$5,000.00	Rockvale High	School Funds - Band	Marching Band drill, Design, + Percussion Sectionals

Heather Reedy	\$750.00	Thurman Francis	School Funds - from PTO for events	DJ for school dances
Name-Non-Faculty	NTE Amt.	School	Funded By	Description
James Earle III	\$3,000.00	Central Magnet	School Funds - Tennis	Tennis Coach
Kristin Fann	\$1,000.00	Central Magnet	School Funds - HS Girls Basketball	Assistant HS Girls Basketball Coach
Smith, Mary *7	\$2,000.00	Central Magnet	School Funds - HS Volleyball	Assistant Volleyball Coach
Lori Walker	\$2,083.32	Central Magnet	School Funds - Swimming	Assistant Swimming Coach
Gretchen Thompson	\$2,153.00	Eagleville	School Funds - Volleyball	Assistant Head Volleyball Coach
Various names	\$1,200.00 each individual	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Various names	\$1,000.00 each individual	Eagleville	School Funds - Basketball	Officiating for JV Basketball
Briana Meek	\$7,000.00	Oakland High	School Funds - Dance Team	Dance Team Choreographer
Bruce Thweatt	\$2,000.00	Riverdale	School Funds - Volleyball	JV Coach / Assistant Varsity Volleyball Coach
Preston Barge	\$1,000.00	Riverdale	School Funds - Football	Assistant Football Coach
Johnny Gambill	\$1,000.00	Riverdale	School Funds - Football	Assistant Football Coach
Alice Judy	\$25 / lesson	Rocky Fork Middle School	School Funds - Band	Private Lessons
Naomi Mallory	\$5,000.00	Siegel High	Siegel HS Band Boosters	Marching Band / Colorguard Technician
Christina Ezell	\$1,000.00	Smyrna High	School Funds - Football	Concessions Manager
Alyssa Funderburke	\$1,500.00	Smyrna High	School Funds - Volleyball	Assistant Volleyball coach
Alice Judy	\$25 / lesson	Smyrna Middle	School Funds - Band	Private Lessons
Robert Mack	\$25 / lesson	Smyrna Middle	School Funds - Band	Private Lessons
Jordan Morack	\$25 / lesson	Smyrna Middle	School Funds - Band	Private Lessons

Jennifer Vinocur *7	\$2,000.00	Stewarts Creek Middle	School Funds - Cheerleading	Basketball Cheer Coach
Bobby Wright	\$1,000.00	Stewarts Creek Middle	School Funds - Girls Basketball	Assistant Girls Basketball Coach
Name-Classified	NTE Amt.	School	Funded By	Description
Toccarra Howard *2	Hourly	Blackman High	School Funds or Outside Groups / Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Tracy Harris *2	Hourly	Blackman Middle	School Funds - Boys + Girls Basketball	Bookkeeper for Basketball
Nathan Smotherman *2	Hourly	Oakland Middle	Outside groups - Use of Facilities	Additional custodial work for the 2023 / 2024 school year
Traci Allen *2	Hourly	Oakland Middle	Outside groups - Use of Facilities	Additional custodial work for the 2023 / 2024 school year

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

School Salary Supplements Continued (Eagleville Jr. Pro Basketball) attached as TAB 1.6.

E. Non-Faculty Volunteer Coaches:

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

NAME	SCHOOL	SPORT
Coleman, Andrew	Barfield Elementary	Archery
Hall, Grace	Barfield Elementary	Archery
Bolognone, Anthony	Blackman High	ROTC
Isbell, Michael	Blackman High	Track
Overton, Camille	Blackman High	Track
Gateley, Holly	Buchanan Elementary	Archery

Jones, Benjamin	Central Magnet	MS Boys Soccer
Scraggins, Abraham	Central Magnet	Boys Soccer
Watson, Paul	Central Magnet	Boys Soccer
Cole, Tim	Eagleville	Basketball
McCleary, Marty	Eagleville	HS Baseball
McLemore, Wyatt	Eagleville	Wrestling
Rzemieniewski, Jerry	Eagleville	Wrestling
Zentz, Chris	Eagleville	Wrestling
Huddleston, Mac	Oakland High	Archery
Richie, William	Oakland High	Wrestling
Garrett, Carrie	Riverdale High	Archery
Husk, Judith	Riverdale High	Wrestling
Newberry, Patsy	Riverdale High	Archery
Saller, Steve	Riverdale High	Wrestling
Gorden, Sam	Siegel High	Boys Basketball
Martin, Jeff	Siegel High	Tennis
Story, Eric	Siegel High	Archery
Mallory, Naomi	Siegel High	Band
Johnson, Jaylen	Smyrna High	Boys Basketball
Tyler, Jamichael	Smyrna Middle	Basketball
Judy, Alice	Smyrna Middle	Band
Mack, Robert	Smyrna Middle	Band
Morack, Jordan	Smyrna Middle	Band
Green, Christopher	Thurman Francis	Swimming

F. Bus Contract

Voluntary termination of the Bus Contract #75 from Robbi Clements, effective as soon as possible.

Voluntary termination of the Bus Contract #21 from Robert Wayne Barrett, effective as soon as possible.

Recommended Motion – to approve the consent agenda as presented.

6. RUTHERFORD PROUD

Rock Springs Middle School digital citizenship award: Rock Springs Middle is the second school within Rutherford County Schools to be recognized by a national organization for helping students and teachers be mindful of their digital habits. RSMS was recently named a Common Sense School by Common Sense Education, a group founded in 2003 with the mission of helping families navigate media and technology while keeping themselves safe. Stewarts Creek Elementary was recognized with the same award previously. Rock Springs Middle Principal Stephen Wayne and instructional coach April Smith will explain how the program is benefiting students, families, and teachers.

7. PUBLIC COMMENT*

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

8. GUEST SPEAKERS

Board Work Session: RSP will present updated zoning maps based on parent and principal input meetings.

Board Meeting: REA President, Curtisa Nichols and teacher, Sienna Holl to discuss and answer questions regarding the PECCA MOU.

9. HUMAN RESOURCES (TAB 2)

I. MEMORANDUM OF UNDERSTANDING WITH PROFESSIONAL EDUCATORS - The Board of Education Management Team and the Professional Educators of Rutherford County, represented by the Rutherford Education Association in the collaborative process has reached agreement as presented in the Memorandum of Understanding.

Recommended Motion – to approve the Memorandum of Understanding between the Rutherford County Board of Education and the Professional Educators of Rutherford County Schools as presented.

II. Teach Now Mentor Stipend: The Teach Now Department would like to allocate \$13,200.00 of General Purpose funds to support 79 Rutherford Teach Now Mentors. The purpose of this mentorship is to provide building level support for Teach Now participants. These mentors are responsible for completing all training, meetings, and reflections.

Recommended Motion – to approve the request to allocate \$13,200.00 of GP funds to provide stipends for Rutherford Teach Now Mentors as presented.

10. LEGAL (TAB 3)

I. Out of County Transfer (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for disruptive behavior. 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: Admit and place into alternative school.

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

II. Disciplinary Hearing Appeal #23-1101

The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the expulsion of a student from Rocky Fork Middle School. As required by policy, the Director of Schools has also reviewed the expulsion and upheld the decision of the DHA. Based on a review of the DHA's record, the Board may:

- A. Affirm the decision of the DHA;
 - B. Overturn the decision of the DHA*; or
 - C. Grant a hearing before the Board
- *Except Zero Tolerance offenses. See Board Policy 6.317.

Recommended Approval – motion for the Board to initiate in line with one of the above options presented.

11. SPECIAL EDUCATION (TAB 4)

The Special Education Department would like to recognize the School Psychologists. National School Psychology Week is November 6-10th. School Psychologists partner with families, teachers, school administrators, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community. They apply expertise in mental health, learning, and behavior to help children and youth succeed socially, behaviorally, emotionally, and academically. They are also important members of school safety and crisis teams.

I. The State Special Education Preschool Grant is a new grant opportunity this year for the Tennessee Department of Education. The funds will be used for additional Education Assistant positions to assist in the Pre-K classrooms and additional training for the Teachers and Education Assistants. Rutherford County Schools has 22 Integrated Preschool Classes across the district

that serve over three hundred students. The monies afforded to us by this grant will ensure that all students will have access to highly trained teachers and staff to meet their educational needs.

Recommended Motion - to approve the use of the State Special Education Preschool Grant for the 2023/2024 school year.

II. Rutherford County Schools Contract with High Roads School in Nashville. High Roads School is a nonpublic, private special education school in Tennessee. This contract will allow Rutherford County Schools to place certain students who meet High Roads qualifications in their school to continue their education. Rutherford County will pay the tuition and related fees for students who are placed there through the student's Individualized Education Program Meeting.

Recommended Motion - to approve the contract between High Roads School and Rutherford County Schools.

12. CURRICULUM AND INSTRUCTION (TAB 5)

I. The proposed graduation calendar for 2024 was posted October 20, 2023, to our website for planning purposes. The dates have been approved by M.T.S.U.

Recommended Motion – to approve the 2023-2024 graduation calendar as presented.

II. Charter School Agreement with American Classical Education Tennessee. The Charter Agreement has been worked out between the staff of the Rutherford County School System, American Classical Education Tennessee, and Board Attorney Jeff Reed. Pursuant to State law, the term of the Agreement is for 10 years.

Recommended Motion - to approve the Charter Agreement with American Classical Education Tennessee as presented.

13. ENGINEERING AND CONSTRUCTION (TAB 6)

I. Request for Blackman Middle Baseball: Principal Jessica Jackson is requesting to install a synthetic turf home plate area for baseball. The cost for this project is to not exceed \$10,000.00 and is to be funded through the baseball account. Engineering and Construction have reviewed the request and recommends approval.

Recommended Motion - to approve the synthetic turf home plate project for Blackman Middle Baseball at no cost to the Board as presented.

II. Request for Eagleville High School: Principal Tim Pedigo has requested to complete the baseball/softball hitting facility restroom project. The cost for the plumbing work is to not exceed \$8,600.00 and will be funded by the school baseball account funds. Engineering and Construction has reviewed the request and recommends approval.

Recommended Motion - to approve the Eagleville High school request for completion of the hitting facility plumbing at no cost to the Board as presented.

III. To utilize existing Rutherford County property at Smyrna Middle School and Whitworth Buchanan for a Transition Academy at each location. These two facilities will replace the building RCS currently leases from M.T.S.U.

Recommended Motion – to approve the use of existing Rutherford County property at Smyrna Middle School and Whitworth Buchanan for a Transition Academy at each location. These two facilities will replace the building RCS leases from M.T.S.U.

14. INSURANCE UPDATE

15. FINANCIAL REPORT

16. DIRECTORS UPDATE

Resolution regarding suspending driver’s licenses for making threats was mailed to our state representatives and senators on November 3, 2023. The Resolution requiring lockdown training for substitute teachers went to TSBA on November 1, 2023 to be shared during the Delegation Assembly at the TSBA Annual Conference.

17. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

18. FEDERAL RELATIONS NETWORK (FRN) UPDATE

19. GENERAL DISCUSSION

20. ADJOURNMENT

Rutherford County Schools Rezoning 2023

Board of Education



RSP Quick Facts:

Founded in 2003
Professional educational planning firm
Expertise in multiple disciplines (GIS, Planning, Facilitation)
Over 20 years of planning experience
Over 80 years of education experience
Over 20 years of GIS experience
Projection accuracy of 97% or greater

RSP Clients:

RSP was started with the desire and commitment to assist school districts in long-range planning.
RSP has served over **130** clients in:

Arkansas	Minnesota	South Dakota
Colorado	Missouri	Tennessee
Iowa	Nebraska	Wisconsin
Illinois	North Dakota	
Kansas	Oklahoma	

RSP Planning Team:

Robert Schwarz, CEO

Military, County, City, and School District Planner
University of Kansas – Master of Urban Planning (MUP)
American Institute of Certified Planners (AICP)
Accredited Learning Environment Planner (ALEP)

Ginna Wallace, Planner

University of Kansas – Master of Urban Planning (MUP)
American Institute of Certified Planners (AICP)

RSP Recent Projects:

Clarksville Montgomery County School District

- Enrollment Analysis, 2021/22
- Boundary Analysis, 2021/22

Des Moines Public Schools

- Enrollment Analysis, 2022/23

Oklahoma City Public Schools

- Enrollment Analysis, 2021/22

Our Partners:



Why are we here?



Student enrollment is forecasted to continue growing.

- Updated with 23/24 results
- Integrated in emerging development trends
- Analyzed other demographic shifts



Some facilities are over-utilized and cannot support future student growth.

- Solutions will not eliminate portables
- More Brick-and-Mortar space needed



New Elementary School, new Middle School, and High School additions open in three to four years.

- 2025/26 additions at Oakland, Riverdale, and Smyrna
- 2025/26 New Elementary #24 opens
- 2026/27 New Middle School #13 opens

Sophisticated Forecast Model

Built-Out

$$S_{c,t,x} = S_{c-1,t-1,x} * GC$$

Let:

- S = The number of students, either an actual count or a projected count
- x = A subscript denoting an attendance area in the School District
- c = Grade level
- t = Time (years)
- GC = Growth component either modeling enrollment increase or decrease based on historical information, expressed as a real number

Developing

$$S_{c,t,x} = S_{c-1,t-1,x} + (BP_{t,x} * R_{c,x})$$

$$\text{Where: } BP_{t,x} = \left(\frac{(CP_x)(BT_x)(A_x)}{\sum_x (CP_x)(BT_x)(A_x)} \right) * CT$$

Let:

- S = The number of students, either an actual count or a projected count
- x = A subscript denoting an attendance area in School District
- c = Grade level
- t = Time (years)
- BP = Building permit forecast as given by the Building Permit Allocation Model (BPAM) model
- R_{c,x} = Student Enrollment ratio of cohort c in planning area x
- CP = Capacity of a planning area as expressed by available housing units
- BT = Building history trend of planning area
- A = An index which models the likelihood of development
- CT = Building permit control total forecast

The SFM is...

- a social science... not an exact science; it identifies behavior trends to determine the propensity of them to be recreated
- valuable in how our team created and analyzes the geography at a planning area level for any commonality which while help produce an accurate forecast

Some variables examined for each planning area (but not limited to) are...

- natural cohort (district data)
- planning area subdivision lifecycle (a RSP variable)
- the value of homes (county assessor data)
- type of residential units like single-family, multi-family, townhome, mobile home, etc. (county assessor data)
- year units were built
- estimated female population (census data)
- estimated 0-4 population (census data)
- existing land use (county and city data)
- future land use (county and city data)
- capital improvement plan (county and city data)
- future development (county and city data)
- in-migration of students (district data) & out-migration of students (district data)

Main Takeaway:

This is the **central focus** of everything RSP does. The model is based on what is happening in a school district. The best data is statistically analyzed to provide an accurate enrollment forecast. The District will be able to use RSP's report and maps to better understand demographic trends, school utilization, and the timing of construction projects. **(Updated Analysis to ensure growth happening by location and by number of students)**

Planning Area Map

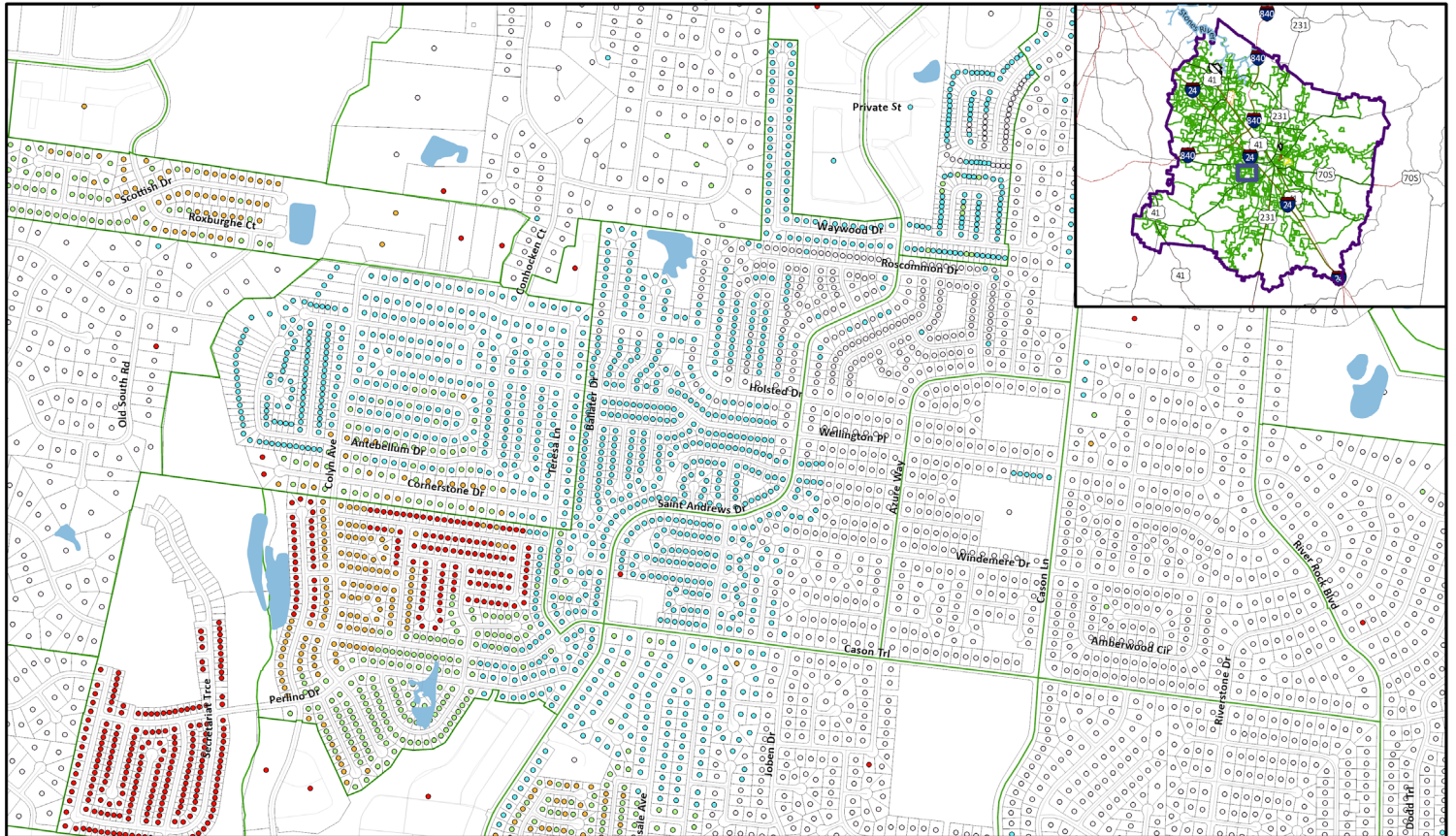
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Rutherford County Schools Planning Areas-Detail

RSP

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- Cemetery
- College
- Golf Course
- Nissan Plant
- Park & Recreation

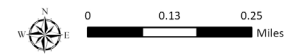
- Parcels
- Planning Areas
- Year Built**
- 2000 to 2005
- 2005 to 2010
- 2010 to 2015
- Before 2000
- After 2015



Map Details

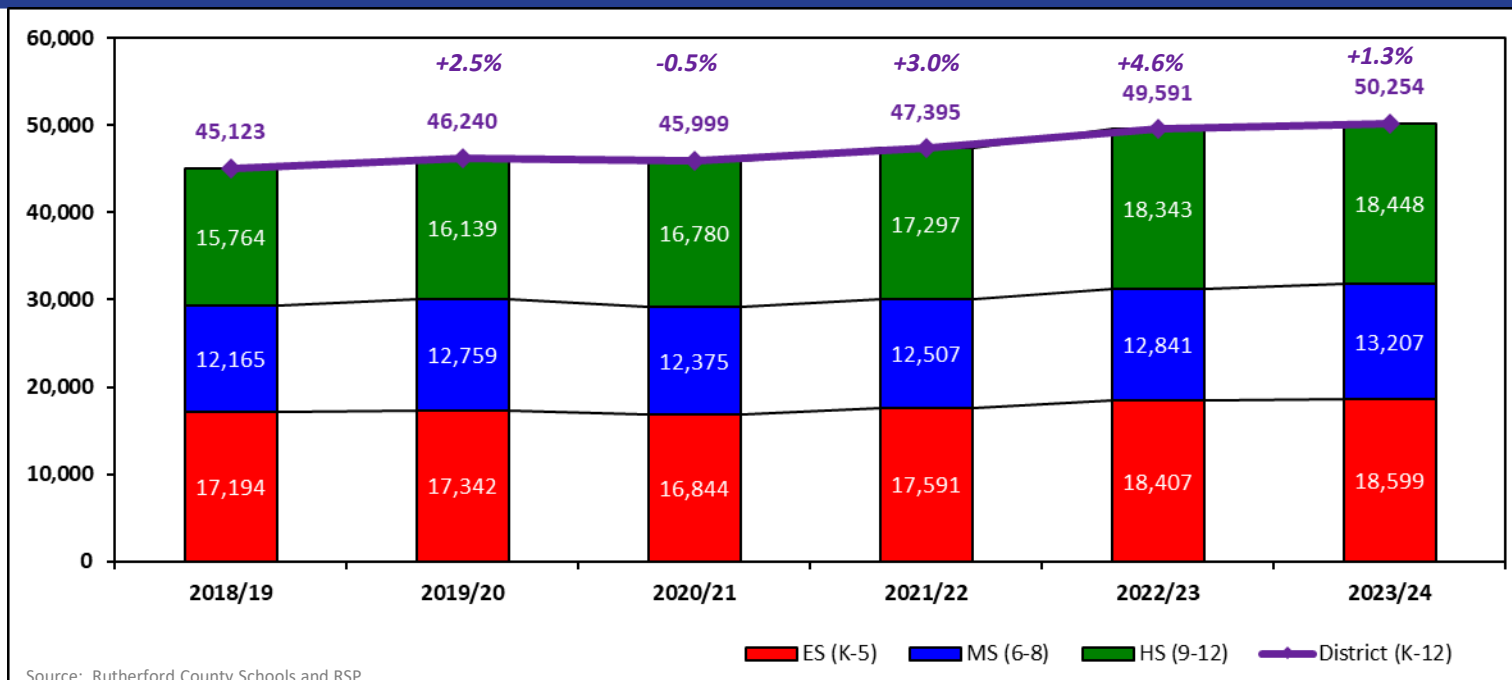
- District Boundary: **Purple Line**; Planning Areas: **Green Lines**
- Planning Areas are created from: Land Use, Residential Density, Natural Features, Manmade Features, Attendance Areas

Note: Statistically analyzing data with this number of geographic based polygons will provide a deeper context to how change is happening resulting in a reliable tool to make credible planning decisions. Each planning area had a different outlook based on indicators such as value of housing, square footage of housing unit, when the housing product was constructed, as well as access to amenities such as shopping, parks, trails, and roads.



Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS. Map created by RSP & Associates in November 2023.

Past Enrollment Growth



Enrollment Grade Change

From	To	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	K-12	
														1st	2nd
2018/19	2019/20	-85	100	74	99	135	780	802	72	135	54	-33	-125	1,127	2.5%
2019/20	2020/21	-189	-28	-12	-12	-24	520	593	21	72	55	-28	-132	-245	-0.5%
2020/21	2021/22	114	193	135	162	140	789	796	81	173	-68	-132	-97	1,396	3.0%
2021/22	2022/23	97	171	188	200	183	917	767	199	317	182	124	-126	2,193	4.6%
2022/23	2023/24	30	80	100	88	182	957	591	106	162	26	-87	-352	664	1.3%
3-Year Average		80.3	148.0	141.0	150.0	168.3	887.7	718.0	128.7	217.3	46.7	-31.7	-191.7	1,417.7	3.0%
3-Year Weighted Average		66.3	129.2	135.2	137.7	175.3	915.7	683.8	132.8	215.5	62.3	-24.2	-234.2	1,295.7	2.7%

Source: Tennessee Department of Education and Rutherford County Schools (2018/19 to 2023/24)

Main Takeaway:

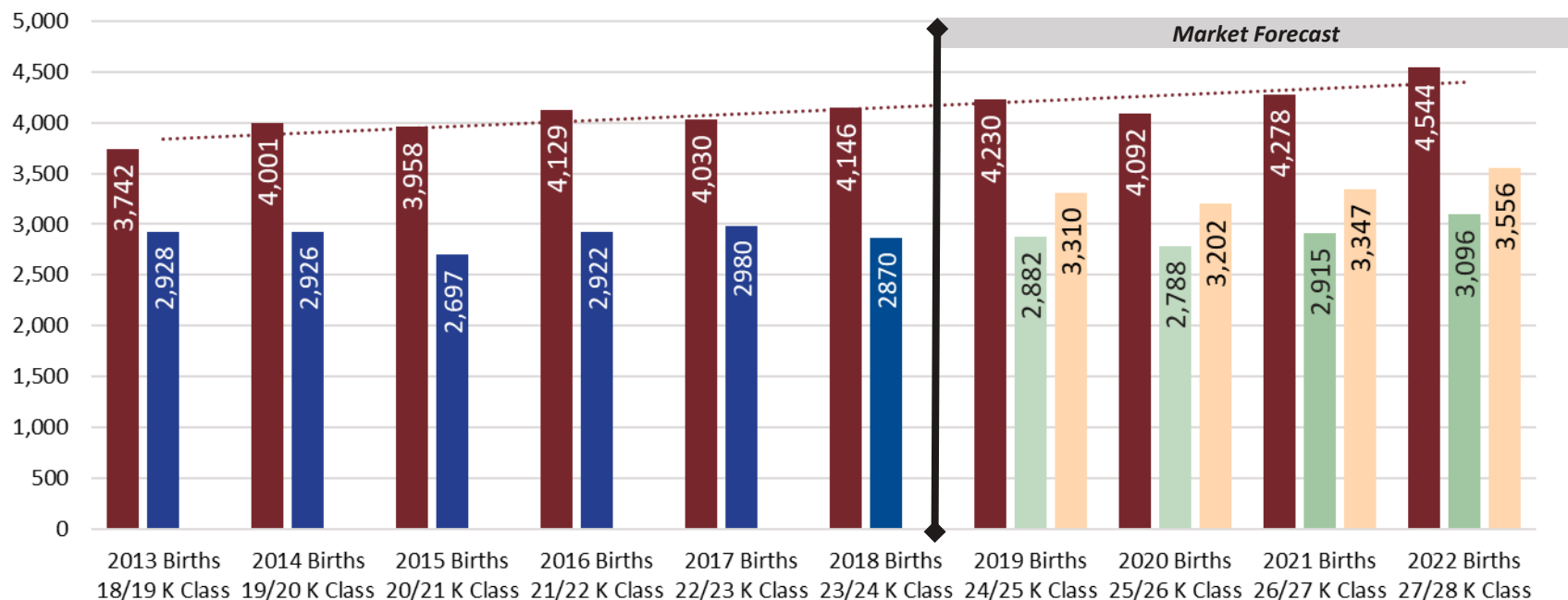
2022/23 district enrollment increased by almost 5% from last year. All grades are the largest in history except for 8th grade. Most grade cohorts increase year to year (large cohort growth from 5th to 7th grade as Murfreesboro City Schools students merge with Rutherford County).

Rutherford County Live Birth Rate



- Live Births per Year
- Projected Low Kdg student
- Past Kdg students
- Projected High Kdg students

County Live Births and Kindergarten Classes



Source: Tennessee Department of Health and Rutherford County Schools

Main Takeaway:

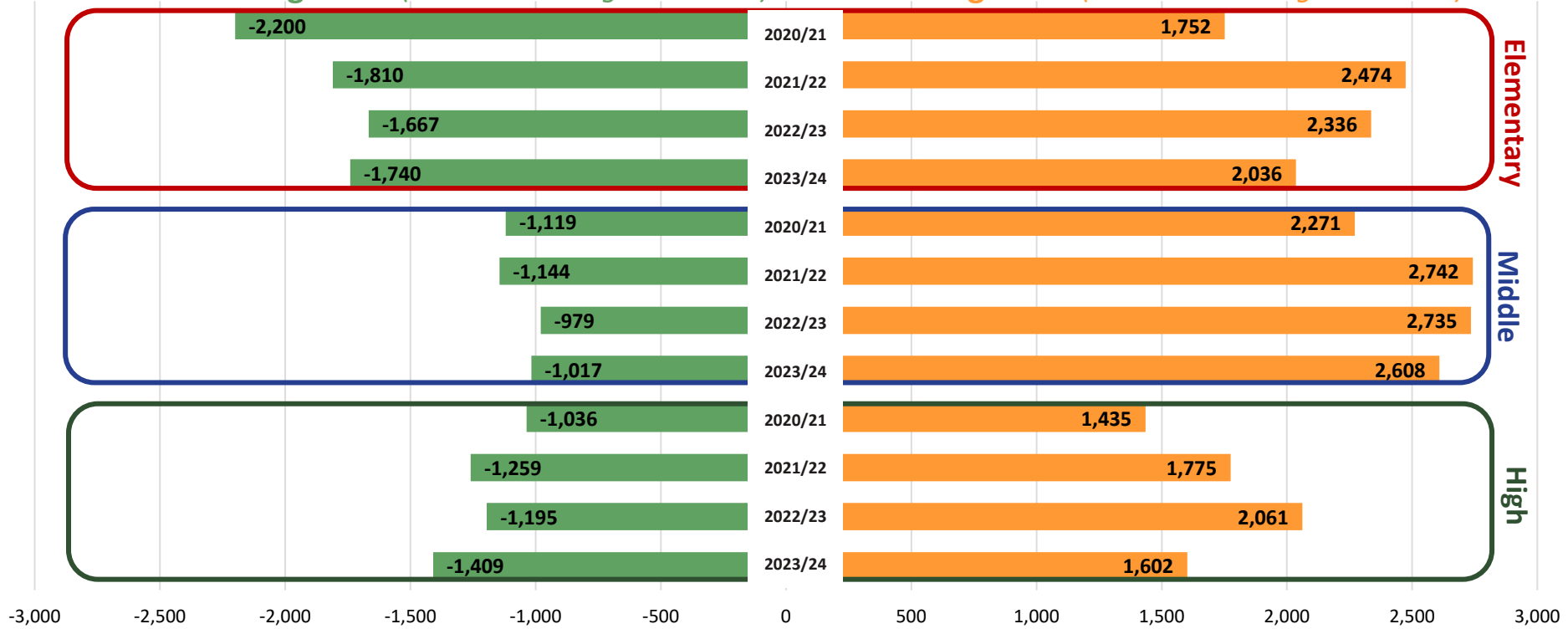
Rutherford County live births has increased the last three years. The district enrolls 68% to 78% of county live births in kindergarten five years later. This variable indicates future kindergarten classes to be between 2,700 to 3,600 students over the next three years.

3-Year Student Migration Trend



Out-Migration (students leaving the district)

In-Migration (students entering the district)



Source: Rutherford County Schools and RSP

Note: District migration includes all K-12 students (in-person, virtual, alternative)

Definition

Out-Migration: Shows number of students in grades K to 11th that were attending the District in 2022/23, but are not attending the District in 2023/24.

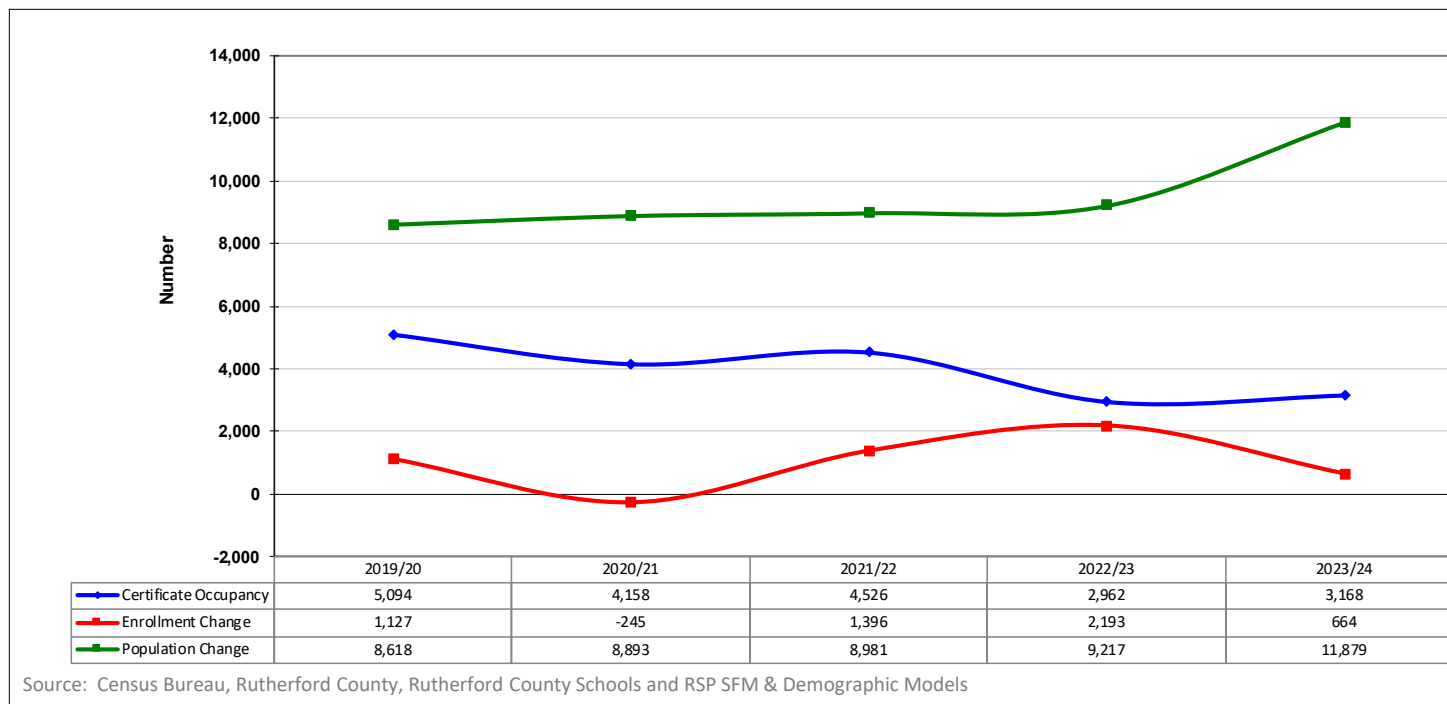
In-Migration: Shows number of students in grades 1st to 12th that are attending the District in 2023/24, but were not attending the District in 2022/23.

Observations

- 2020/21 lost 4,355 students and gained 5,458 students; **NET +1,103**
- 2021/22 lost 4,213 students and gained 6,991 students; **NET: +2,778**
- 2022/23 lost 3,841 students and gained 7,132 students; **NET: +3,291**
- 2023/24 lost 4,166 students and gained 6,246 students; **NET: +2,080**

Main Takeaway: The past four years the district has had more new students entering the district than previous student exiting the district indicating a continued growth of students throughout all grade levels.

Population, Development, & Enrollment



Benchmark data to determine if there is a correlation between:

- Population change
- Building activity
- School enrollment

Main Takeaway:

As new housing activity (Average 3,982 new units a year) and total population (Average 9,518 people a year) increases, there is a correlation with student enrollment increasing. Both variables are forecasted to continue increasing over the next five years, indicating future

enrollment growth.

Growth Area Map



RSP

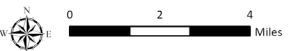
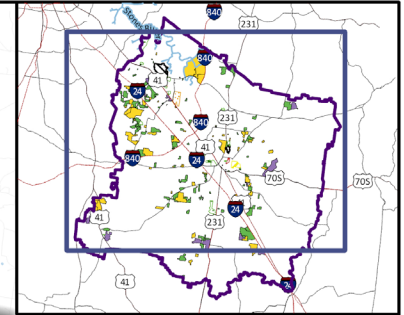
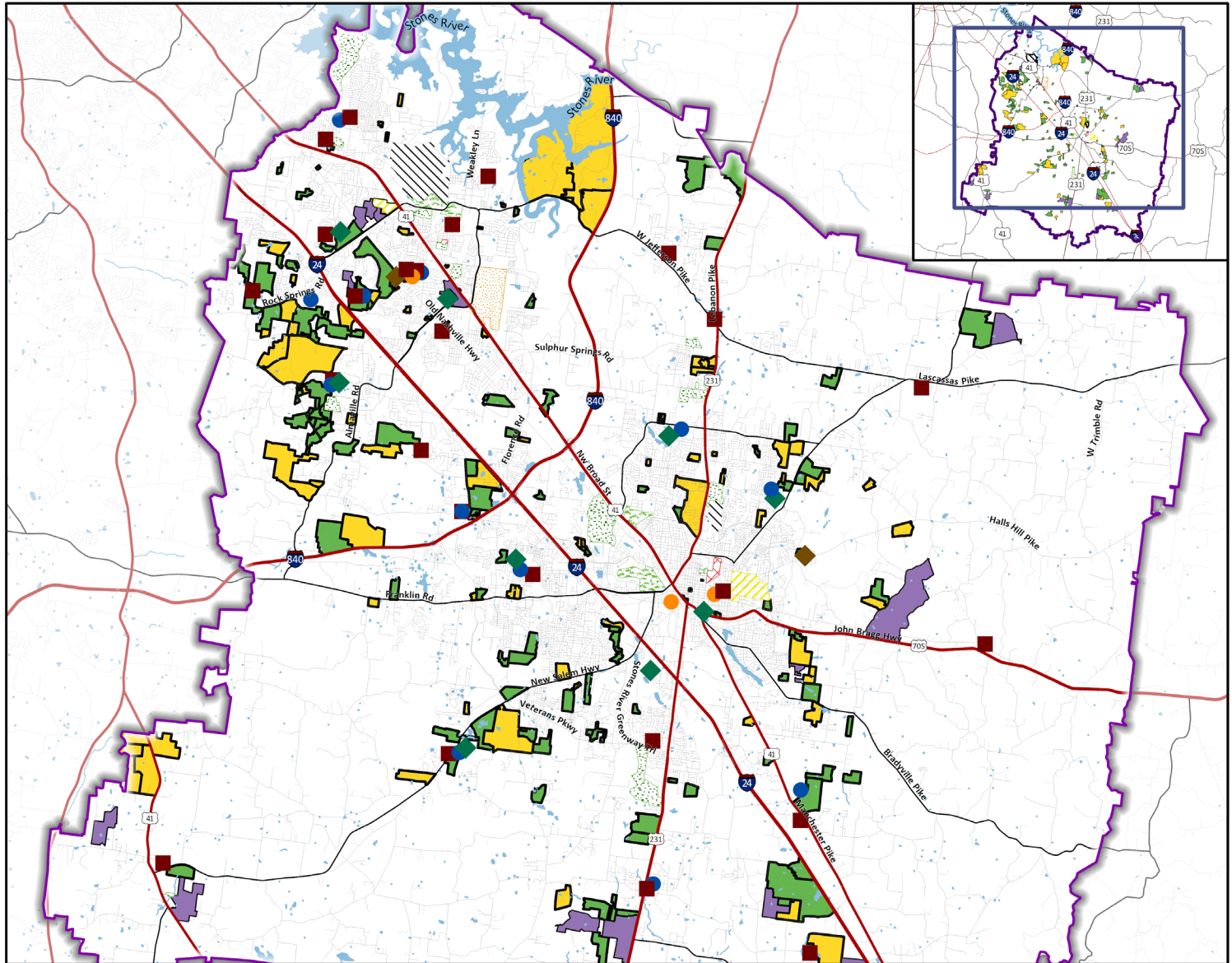
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Rutherford County Schools Growth Areas

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- Cemetery
- College
- Golf Course
- Nissan Plant
- Park & Recreation

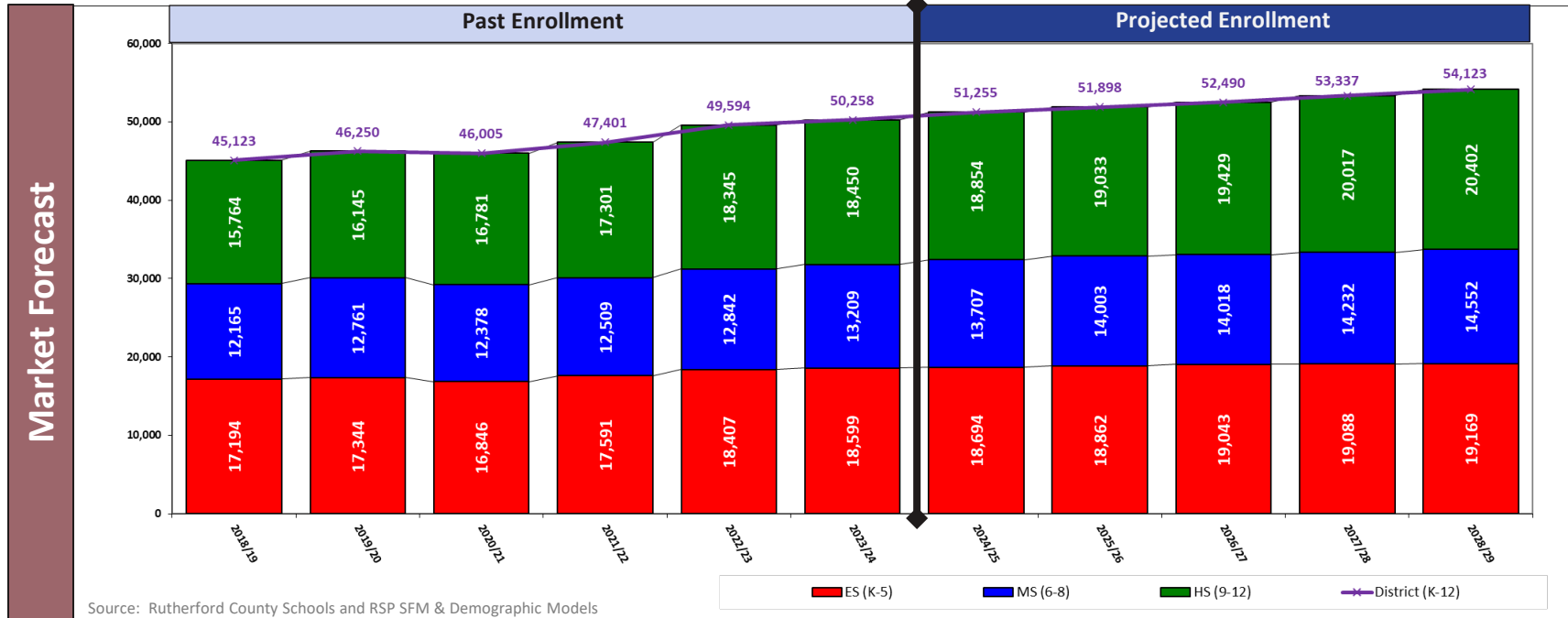
- Growth Areas**
- 5 Year
 - Current
 - 10 Year

- Notes:** Growth areas are created from existing land use, future land use, capital improvement plan, zoning, and city staff input
- The market demand and property owners desire to build guides the timing and type of development
 - Some growth areas may require infrastructure improvements
 - There is no guarantee any of these growth areas will develop or that other areas not shown as a growth area will develop



Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS. Map created by RSP & Associates in November 2023.

Past, Current, & Future Enrollment



Greater share of future 6th and 7th grade students

Source: Rutherford County Schools and RSP SFM & Demographic Models

School	Capacity		Enrollment Type (Past)	Past School Enrollment				Projections Based on Residence				
	WO Port	W Port		2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29
ELEMENTARY SCHOOL TOTAL K to 5th	20,695	21,156	Reside/Attend	13,320	14,366	15,991	16,212	18,375	18,558	18,751	18,802	18,880
			Reside	16,532	17,291	18,098	18,280	18,375	18,558	18,751	18,802	18,880
			Attend	16,045	16,802	17,586	17,777	17,857	18,007	18,140	18,185	18,229
MIDDLE SCHOOL TOTAL 6th to 8th	13,097	13,300	Reside/Attend	10,360	10,688	11,518	11,885	13,534	13,822	13,836	14,044	14,372
			Reside	12,236	12,333	12,663	13,019	13,534	13,822	13,836	14,044	14,372
			Attend	11,496	11,588	11,912	12,268	12,791	13,086	13,117	13,324	13,656
K-8 BUILDING(S) Total K to 8th	930	930	Reside/Attend	3	2	1	1	0	0	0	0	0
			Reside	3	2	1	1	0	0	0	0	0
			Attend	674	655	658	661	657	661	664	671	679
HIGH SCHOOL TOTAL 9th to 12th	18,373	18,724	Reside/Attend	13,956	14,792	15,925	16,265	18,610	18,769	19,166	19,765	20,145
			Reside	16,598	17,116	18,136	18,219	18,610	18,769	19,166	19,765	20,145
			Attend	15,631	16,148	17,125	17,224	17,622	17,793	18,211	18,817	19,208
6-12 BUILDING(S) TOTAL 6th to 12th	1,813	1,813	Reside/Attend	3	4	2	3	3	1	1	1	1
			Reside	3	4	2	3	3	1	1	1	1
			Attend	1,251	1,300	1,355	1,340	1,335	1,343	1,354	1,349	1,355
K-12 BUILDING(S) TOTAL K to 12th	1,336	1,336	Reside/Attend	586	621	670	715	993	1,008	1,004	991	996
			Reside	633	655	694	736	733	748	736	725	725
			Attend	908	908	968	988	993	1,008	1,004	991	996
DISTRICT TOTALS K to 12th	52,165	57,258	Reside/Attend	38,228	40,473	44,107	45,081	51,255	51,898	52,490	53,337	54,123
			Reside	46,005	47,401	49,594	50,258	51,255	51,898	52,490	53,337	54,123
			Attend	46,005	47,401	49,594	50,258	51,255	51,898	52,490	53,337	54,123

Source: RSP & Associates, LLC - October 2023

	Over 100% Capacity With Out Portables
	Over 100% Capacity With Portables
	Under 70% Capacity With Portables

Main Takeaway

- Table to left illustrates how schools that serve the entire district are part of the projection
- ES: growth of almost 600 students
- MS: growth of over 1,300 students
- HS: growth of over 1,500 students
- District: growth of over 7,000 students (approx. 14% growth)

Elementary: Heat Map and Attendance Zones



Elementary (K-5th) Student "Heat" Density by 2022/23 Elementary Attendance Zones

Legend

- Elementary Schools
- Middle Schools
- High Schools
- Magnet Schools
- Alternative Schools

Student Density

- Low Density
- High Density

Elementary Schools

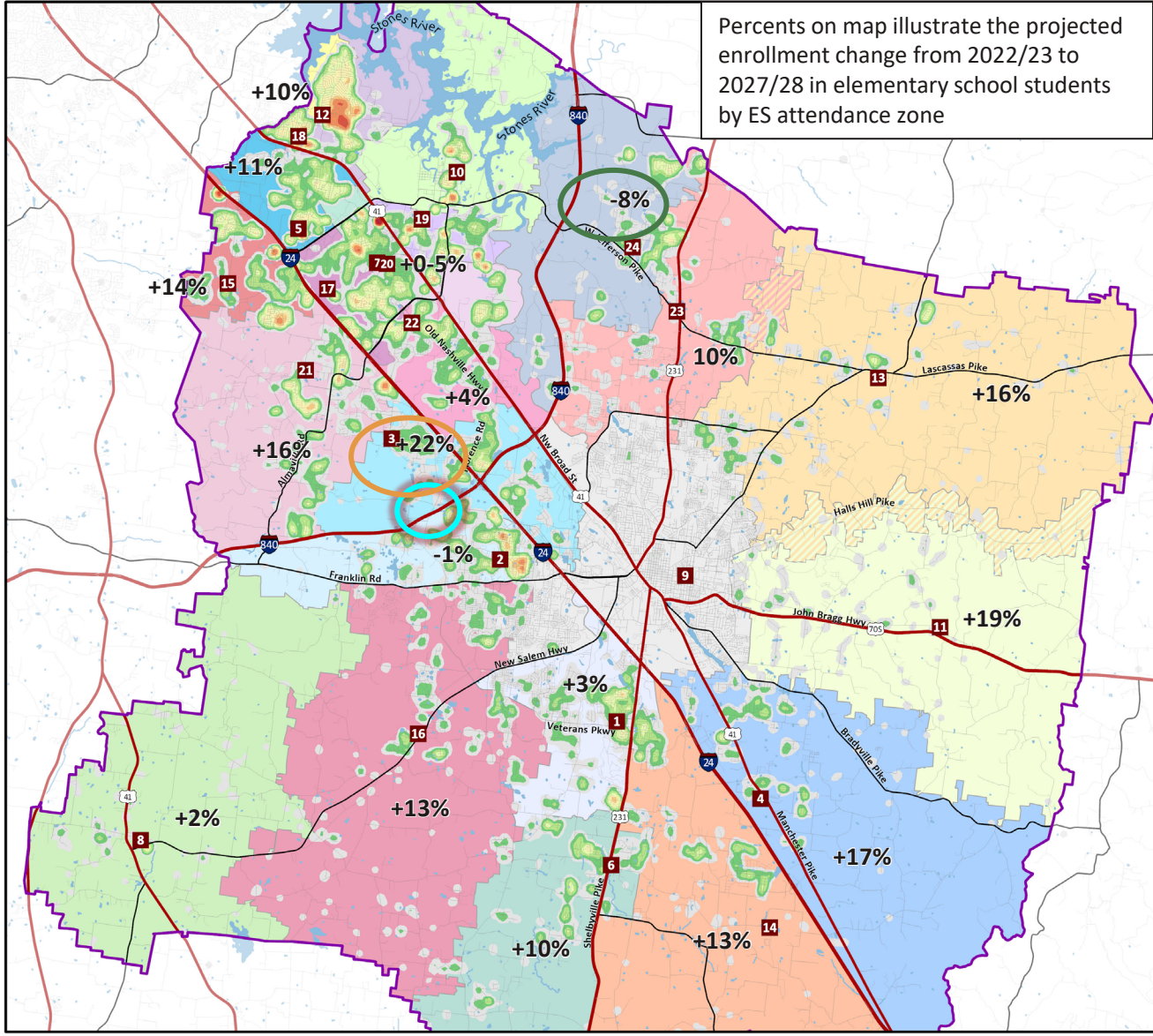
- 1 Barfield
- 2 Blackman
- 3 Brown's Chapel
- 4 Buchanan
- 5 Cedar Grove
- 6 Christiana
- 7 David Youree
- 8 Eagleville
- 9 Homer Pittard
- 10 John Coleman
- 11 Kittrell
- 12 LaVergne Lake
- 13 Lascassas
- 14 Plainview
- 15 Rock Springs
- 16 Rockvale
- 17 Rocky Fork
- 18 Roy Waldron
- 19 Smyrna
- 20 Smyrna Primary
- 21 Stewarts Creek
- 22 Stewartsboro
- 23 Walter Hill
- 24 Wilson

Murfreesboro City Schools

Attendance Zone Growth Indicators:

- New ES (Cyan circle)
- Most growth (Orange circle)
- Least growth (Green circle)

Percents on map illustrate the projected enrollment change from 2022/23 to 2027/28 in elementary school students by ES attendance zone



Note: New facilities are potential sites based on district property owned in this region.

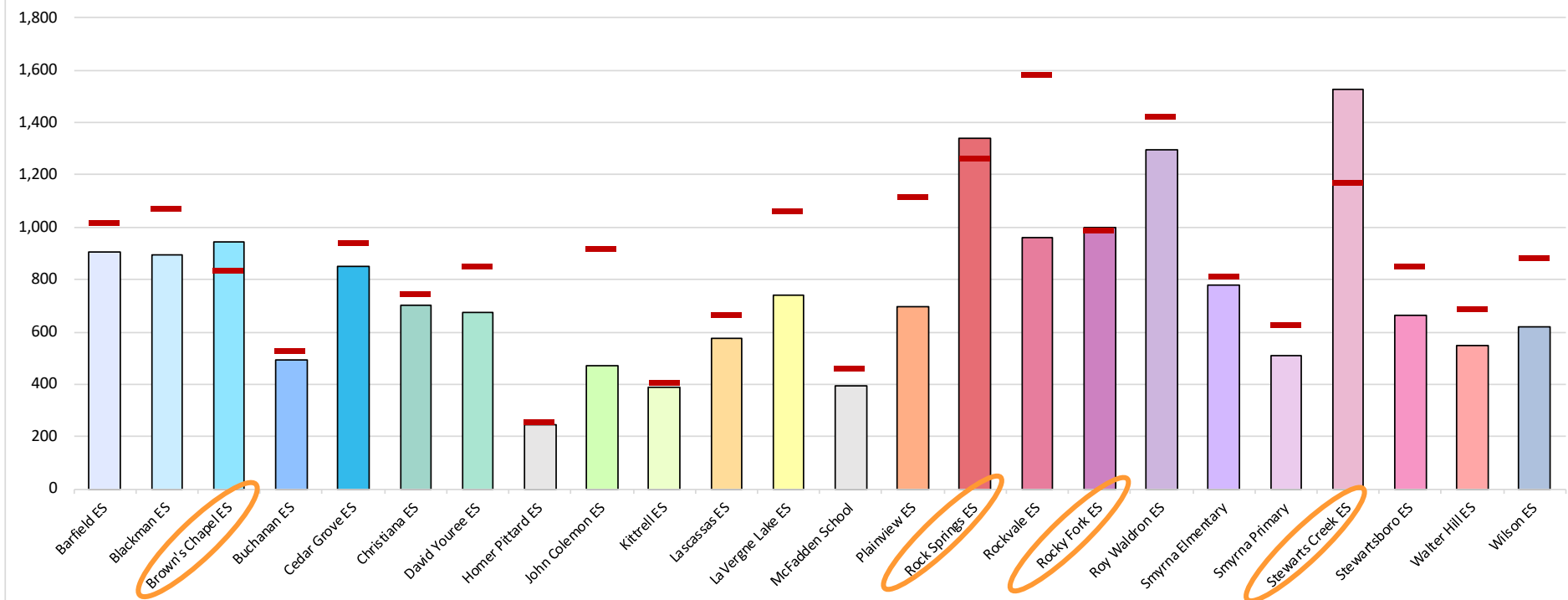
Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in June 2023.

Elementary: Forecasted Capacity Challenges



█ RSP Functional Capacity
○ Projected Over Capacity

2028/29 Attend Projections and Current Functional Building Capacity



Source: RSP & Associates, LLC - November 2023); Visual utilizing 2023/24 RSP Enrollment Forecast

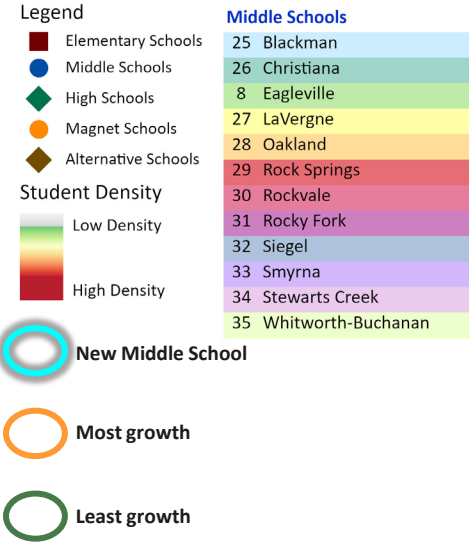
District-wide Elementary School Utilization in 2028/29: 84.3%

Main Takeaway: Schools on the northwest side of the district are forecasted to grow at a higher rate over the next five years. The new elementary school boundary should focus on relieving Brown's Chapel, Rock Springs, Roy Waldron, and Stewarts Creek elementary schools.

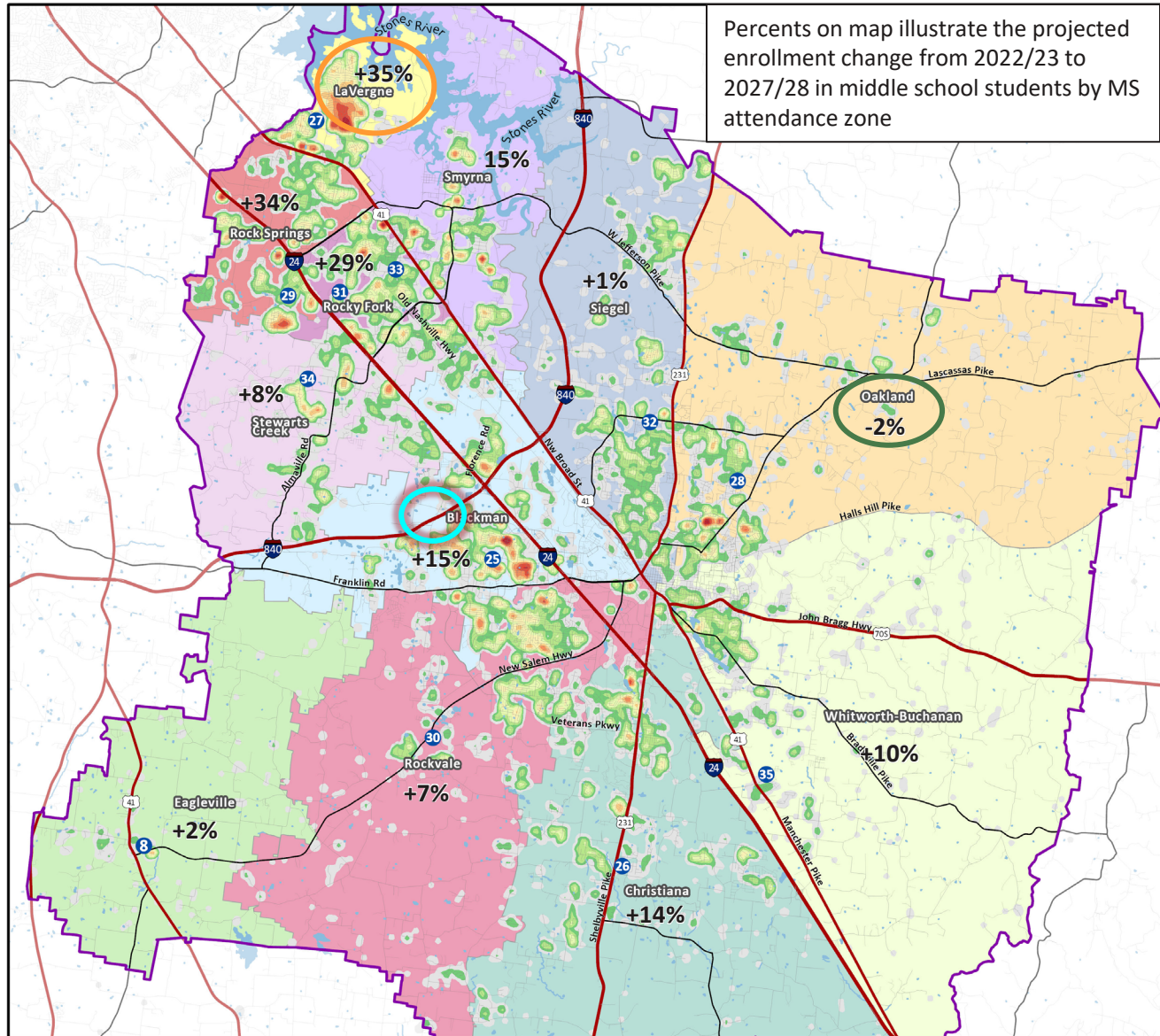
Middle School: Heat Map and Attendance Zones



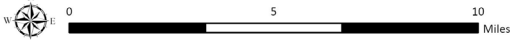
Middle School (6-8th) Student "Heat" Density by 2022/23 Middle School Attendance Zones



Percents on map illustrate the projected enrollment change from 2022/23 to 2027/28 in middle school students by MS attendance zone



Note: New facilities are potential sites based on district property owned in this region.





Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in June 2023.

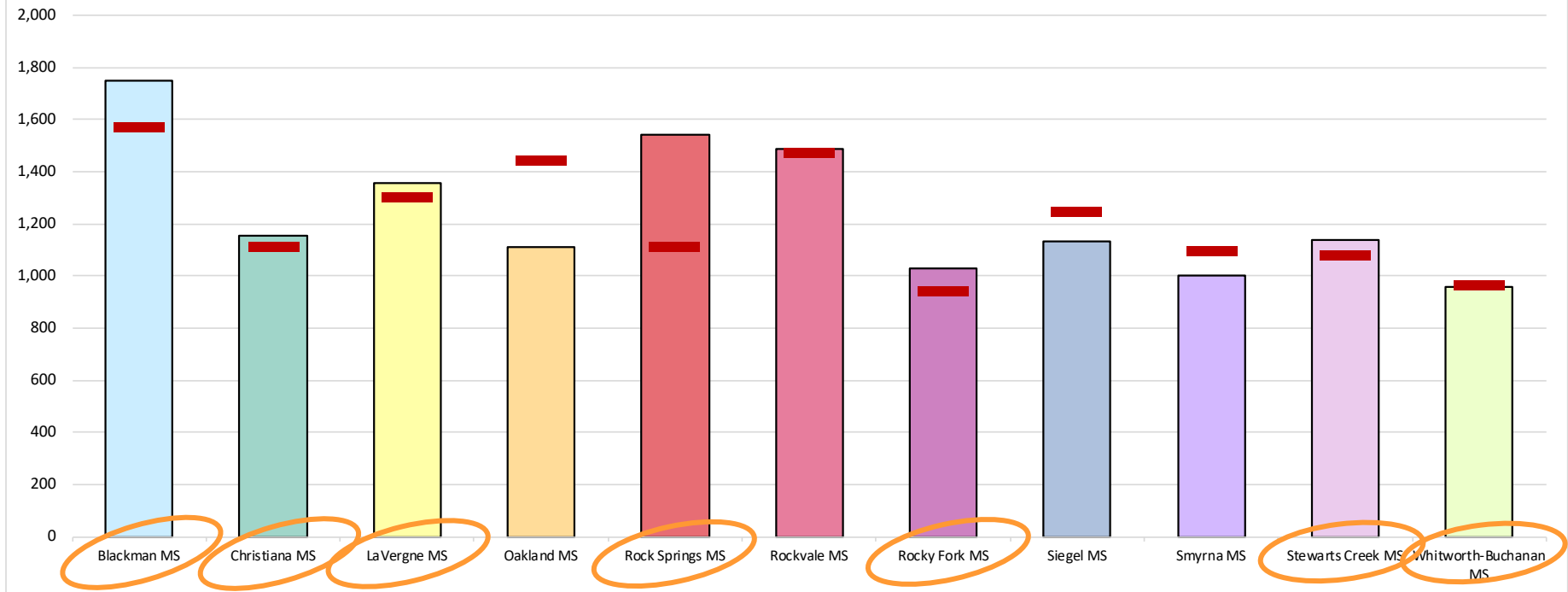


Middle School: Forecasted Capacity Challenges



 RSP Functional Capacity
 Projected Over Capacity

2028/29 Attend Projections and Current Functional Building Capacity



Source: RSP & Associates, LLC - November 2023); Visual utilizing 2023/24 RSP Enrollment Forecast

District-wide Middle School Utilization in 2028/29: 93.2%

Main Takeaway: Schools on the northwest side of the district are forecasted to grow at a higher rate over the next five years. The new middle school boundary should focus on relieving Blackman, LaVergne, Rock Springs, and Rocky Fork middle schools.

High School: Heat Map and Attendance Zones



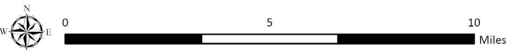
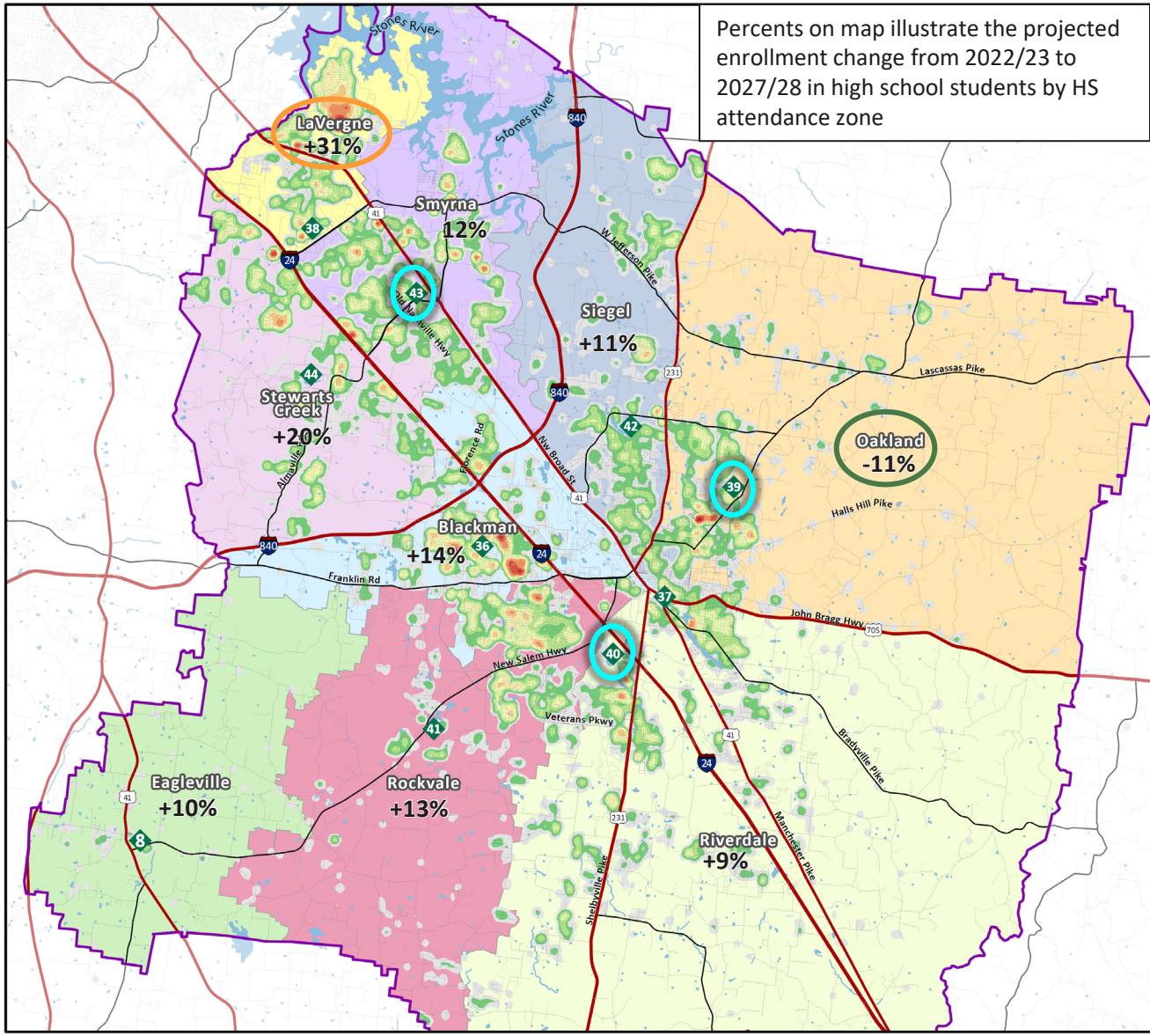
High School (9-12th) Student "Heat" Density by 2022/23 High School Attendance Zones

Legend

■ Elementary Schools	High Schools
● Middle Schools	36 Blackman
◆ High Schools	8 Eagleville
● Magnet Schools	37 Holloway
◆ Alternative Schools	38 LaVergne
	39 Oakland
	40 Riverdale
	41 Rockvale
	42 Siegel
	43 Smyrna
	44 Stewarts Creek
Student Density	
Low Density	
High Density	

Percents on map illustrate the projected enrollment change from 2022/23 to 2027/28 in high school students by HS attendance zone

- Facility Additions
- Most growth
- Least growth





Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in June 2023.

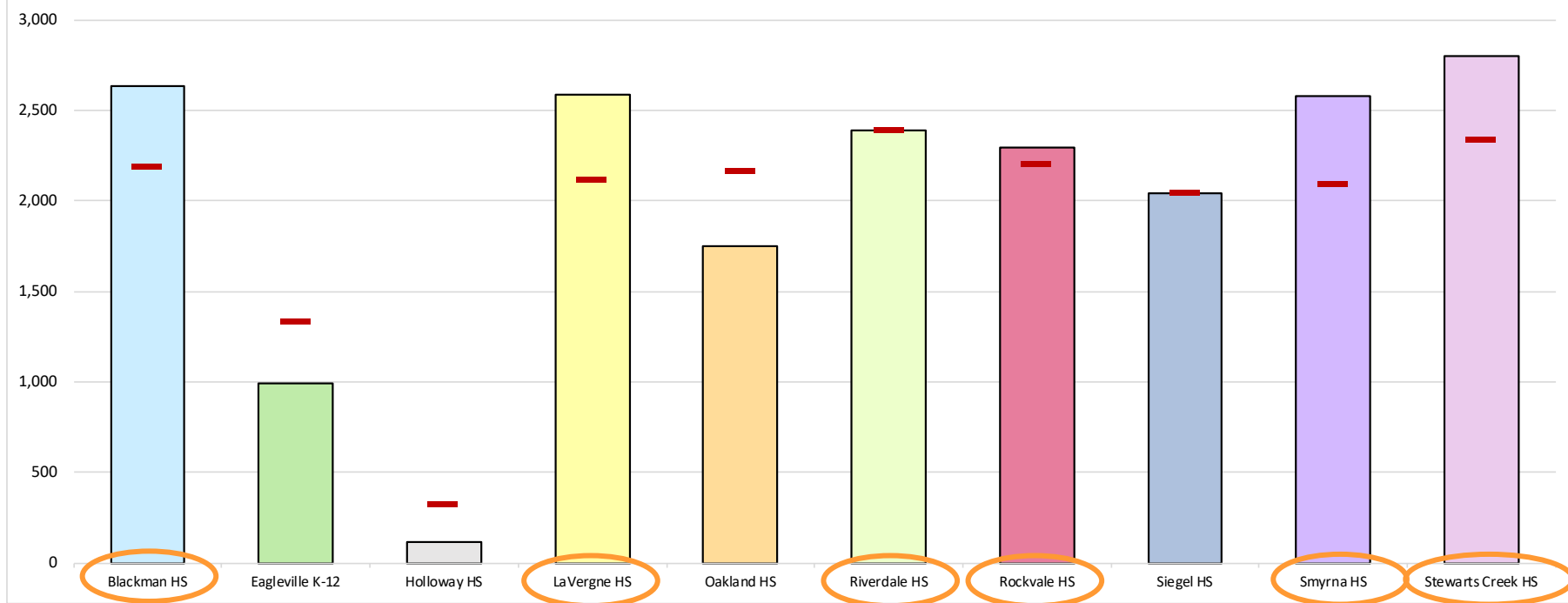


High School: Forecasted Capacity Challenges



 RSP Functional Capacity
 Projected Over Capacity

2028/29 Attend Projections and Current Functional Building Capacity



Source: RSP & Associates, LLC - November 2023); Visual utilizing 2023/24 RSP Enrollment Forecast

District-wide High School Utilization in 2028/29: 102.4%

Main Takeaway: Schools on the northwest side of the district are forecasted to grow at a higher rate over the next five years. The building additions at Oakland, Riverdale, and Smyrna are receiving building additions will not fully resolve capacity challenges at the High School level.

Capacity Conversation



Elementary School	RSP Functional Capacity		District Past Capacity
	WO Port	W Port	
Barfield Elementary	970	1,020	867
Blackman Elementary	965	1,072	935
Brown's Chapel Elementary	835	835	918
Buchanan Elementary	495	528	459
Cedar Grove Elementary	925	942	935
Christiana Elementary	730	747	731
David Youree Elementary	770	853	731
Eagleville Elementary	432	432	425
Homer Pittard Campus	260	260	323
John Coleman Elementary	920	920	986
Kittrell Elementary	410	410	493
Lascassas Elementary	665	665	697
LaVergne Lake Elementary	1,010	1,060	935
McFadden School	465	465	374
Plainview Elementary	1,120	1,120	952
Rock Springs Elementary	1,265	1,265	1,411
Rockvale Elementary	1,585	1,585	1,258
Rocky Fork Elementary	990	990	1,071
Roy Waldron Elementary	1,425	1,425	1,496
Smyrna Elementary	750	816	799
Smyrna Primary	625	625	646
Stewarts Creek Elementary	1,115	1,173	952
Stewartsboro Elementary	855	855	952
Walter Hill Elementary	690	690	595
Wilson Elementary	855	885	935
Total	21,127	21,638	20,876

Source: RSP & Rutherford County Schools, 2022/23

Notes:

- Eagleville capacity is divided by grade configuration and programming
- Portables are assigned locations as of 2022/23 school year (about 160 portable classrooms)
- Schools that do not follow the K-5, 6-8, 9-12 grade configuration are not included in these tables

Middle School	RSP Functional Capacity		District Past Capacity
	WO Port	W Port	
Blackman Middle	1,525	1,568	1,635
Christiana Middle	1,108	1,108	925
Eagleville Middle	362	362	165
LaVergne Middle	1,296	1,296	1,635
Oakland Middle	1,440	1,440	1,566
Rock Springs Middle	1,065	1,109	1,140
Rockvale Middle	1,470	1,470	1,494
Rocky Fork Middle	937	937	1,150
Siegel Middle	1,130	1,246	1,047
Smyrna Middle	1,090	1,090	1,548
Stewarts Creek Middle	1,077	1,077	1,018
Whitworth-Buchanan	959	959	1,040
Total	13,459	13,662	14,363

High School	RSP Functional Capacity		District Past Capacity
	WO Port	W Port	
Blackman High	2,150	2,189	2,266
Eagleville High	542	542	495
Holloway High	325	325	330
LaVergne High	2,015	2,119	2,134
Oakland High	2,152	2,165	2,500
Riverdale High	2,262	2,392	2,500
Rockvale High	2,074	2,204	2,310
Siegel High	2,049	2,049	2,244
Smyrna High	1,898	2,093	2,500
Stewarts Creek High	2,260	2,338	2,420
Total	17,727	18,416	19,699

Source: RSP & Rutherford County Schools, 2022/23

Capacity can vary from past reports due...

District past capacity:

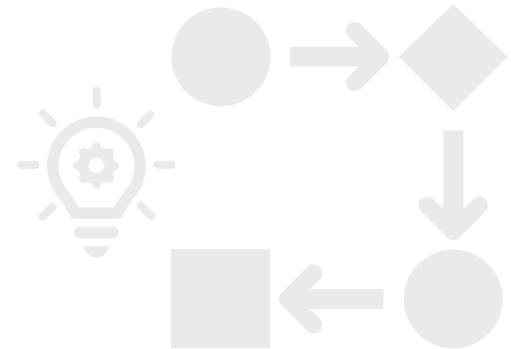
- Utilizes a past class size ratio
- Incorporates all spaces that could be a classroom utilized as a classroom

RSP Functional Capacity

- Utilizes 2022/23 class size ratio
- Assigns capacity based on programming that is designated for that classroom (core, elective, other)

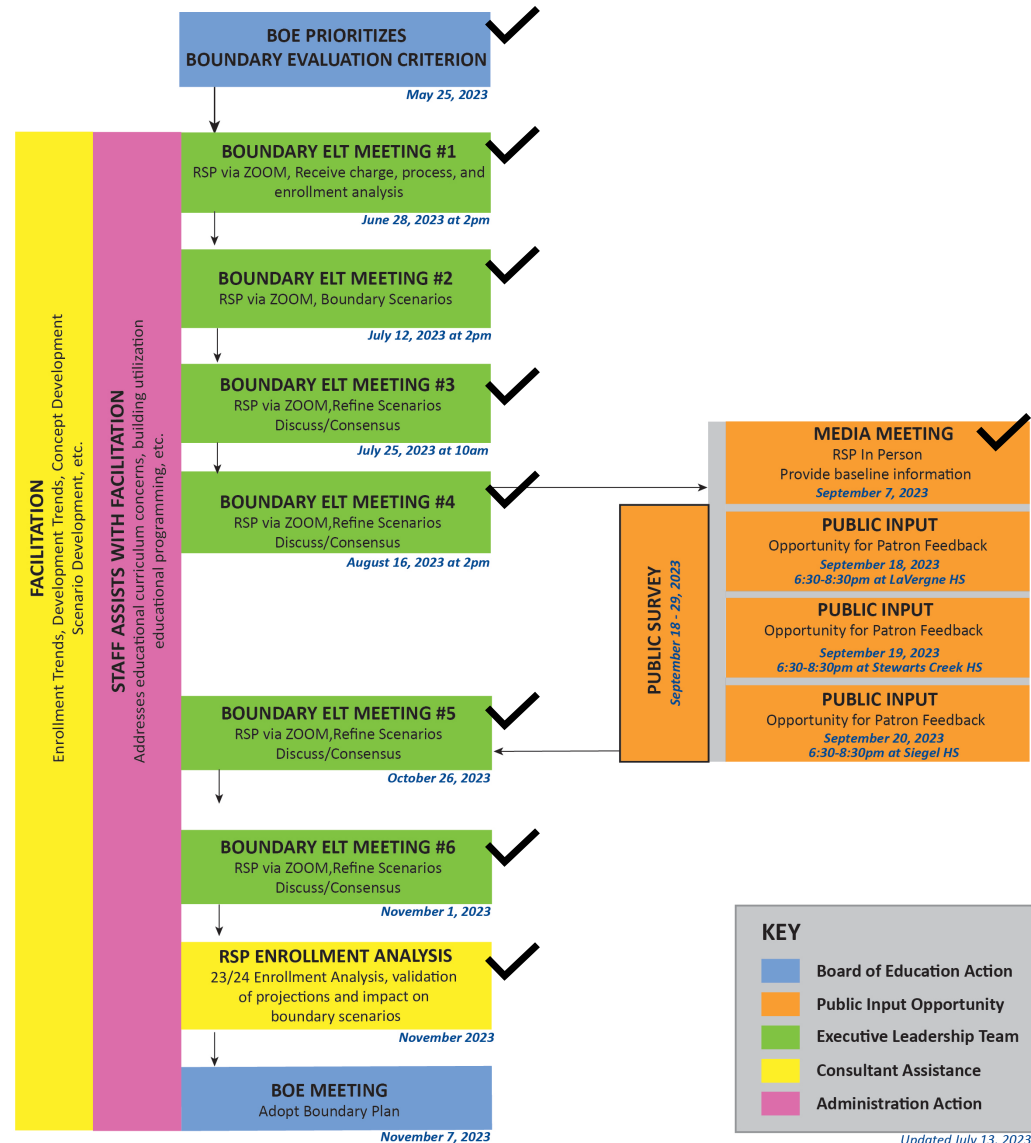
Main Takeaway: Building capacity was thoroughly reviewed by the district and RSP to identify ideal learning space for students. Many current facilities are over-utilized and are not providing the ideal learning environment.

Rezoning Process



Process Details

- **August-December 2022**
District enrollment analysis
- **December-April 2023**
District facility capacity analysis
- **May 2023**
Zoning analysis begins with BOE direction and administration input
- **June-August 2023**
Four Admin. Zoning Meetings are held to review attendance zone concepts
- **September 2023**
District seeks public input on the attendance zone concepts
- **October-November 2023**
Admin. and RSP evaluated public and staff input and updated rezoning concepts
- **November 2023**
RSP updated enrollment growth forecast and validated rezoning concepts
- **November 2023**
Administration presents Recommended Rezoning Concept to BOE



Updated July 13, 2023

Process Guiding Metrics (School Board Input)



Academics

21st Century Learning
College & Career Ready
Relevant & Rigorous
Class Size
Enrollment/Capacity

Culture

Athletics & Activities
Clubs & Organizations
Student Engagement
Parent Involvement
Traditions/Pride
Safety



Economics

Repurpose of Schools
Remodeling/ Additions
New Construction
Bond Referendums
Community Support
Ability/Desire to Afford



Source: RSP

Boundary Criteria Prioritized:

1. Projected Enrollment/Building Utilization
2. Duration of Boundaries
3. Neighborhoods Intact
4. Demographic Considerations
5. Feeder System

Boundary Criteria Decision Matrix Table

Boundary Criteria (Alphabetical)	Ranking			
	1st	2nd	3rd	4th
1. Contiguous Attendance Areas	0	1	0	0
2. Demographic Considerations	1	1	0	0
3. Duration of Boundaries	3	1	0	0
4. Feeder System (Complete)	0	1	1	1
5. Fiscal Consideration - Capital	0	0	3	0
6. Fiscal Consideration - Operational	0	0	0	1
7. Neighborhoods Intact	1	0	2	3
8. Projected Enrollment/Building Utilization	2	3	0	1
9. Students Impacted by Boundary	0	0	1	1
10. Transportation Considerations	0	0	0	0
Total Responses	7	7	7	7

Source: RSP

Main Takeaway:

- ❑ ACE (Academics, Culture, Economics) keeps everyone focused on what matters
- ❑ Boundary Criteria provides the framework to analyze zoning concepts
- ❑ BOE prioritization establishes what the end result should consider to meeting district objectives



Most important challenges to be addressed in this process:

- Stewarts Creek Campus over-capacity challenges (ES, MS, HS)
- Blackman Campus over-capacity challenges (MS & HS)
- Roy Waldron Annex repurposed for other district programming need
- Plan for new elementary school opening in 2025/26
- Plan for new middle school opening in 2026/27
- Plan for High School building additions to be completed in 2025/26

Main Takeaway:

The zoning concepts presented as a transition to a long-term solution where additional capacity is added at each grade level. More district facility space is needed to achieve a long-term solution.

Public Input Results Summary

Concept #1

Concept #2

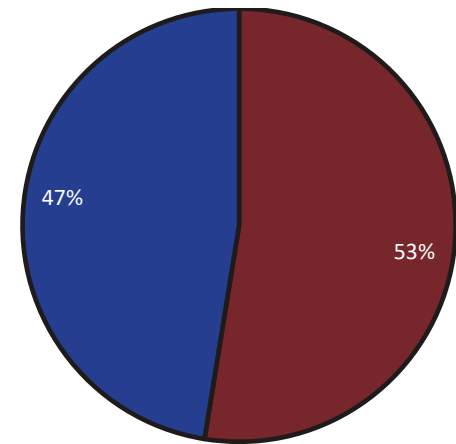
1,427 total participants

Survey was accessible in three languages:
English (1,416 participants), Spanish (8 participants), Arabic (3 participants)

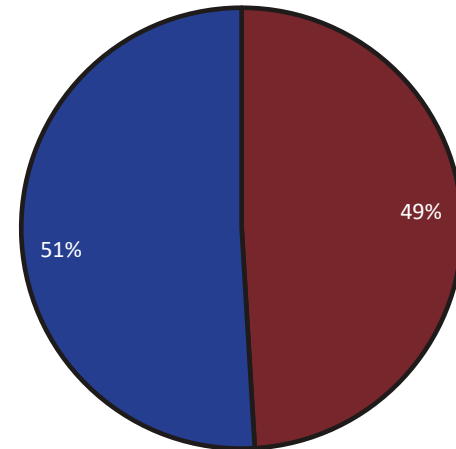
Main Takeaway:

- Public input was split fairly evenly between the two concepts
- Concept #1 received more support at Elementary level
- Concept #2 received the most support at Middle School and High School level

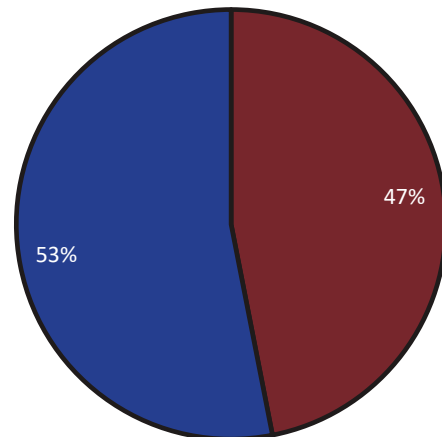
Elementary Zone Support:



Middle School Zone Support:



High School Support:



Source: MetroQuest Survey, September 2023

Staff Input Results Overview

Concept #1

Concept #2

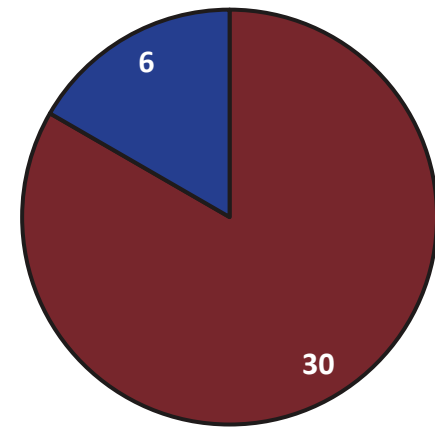
No Answer

Main Takeaway:

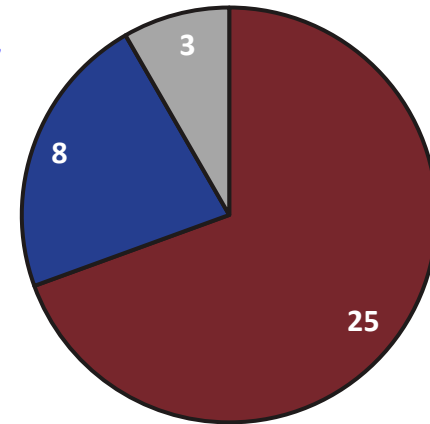
- District administration, building principals, and RSP met on October 18, 2023 to review the presented concepts
- Building principals were able to fill out feedback forms to illustrate their support for the rezoning concepts
Note: Not all building principals completed the survey.
- Concept #1 received the most support at elementary, middle school, and high school level

Source: GoogleForm Survey, October 2023

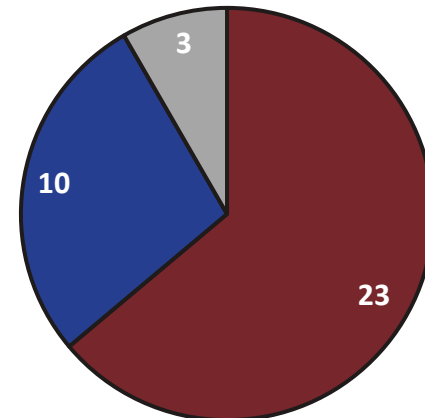
Elementary Zone Support:



Middle School Zone Support:



High School Zone Support:



Main Takeaways

- Survey results illustrate support for both concepts:
 - Elementary: Concept #1 is favored with 53%
 - Middle School: Concept #2 is favored with 51%
 - High School: Concept #2 is favored with 53%
- Participants tended to reside in Stewarts Creek attendance zone – majority of comments concern the Stewarts Creek, Brown’s Chapel, and Blackman zones
- 79% of participants agree there is not a long-term zoning solution until more facilities are added to the district
- Majority of participant comments illustrated requests for improvements to:
 - Neighborhood connectivity (example: Stonewood, Woodcrest)
 - Transportation improvements (example: Blackman HS to Siegel HS, Stewarts Creek ES to New ES)
 - Capacity/utilization concerns for northwest schools (example: LaVergne MS and HS)
 - Proximity to building (example: Savannah Ridge)
 - Demographic measures between facilities (example: Oakland and Siegel HS zones)

Recommended Concept



Evolution of Rezoning Concepts

- RSP conducted Comprehensive Enrollment/Demographic/Development Analysis to project enrollment from 2023/24 to 2027/28
- RSP evaluated and created Functional Capacity for each K-12 school
- RSP conducted Comprehensive Enrollment/Demographic/Development Analysis to project enrollment from 2024/25 to 2028/29
 - Integrated the residence policy impact
 - Factored in changing development opportunities
 - Evaluated changing demographic trends
- RSP presented three concepts (ES, MS, HS) to the administration team
 - Based on Guiding Principles
 - Based on Prioritized Boundary Criteria
- Reduced concepts to the two that best met the Guiding Principles and Prioritized Boundary Criteria
- Concept 1 and Concept 2 were presented to the public and staff for input
 - Public Survey for community input (Over 1,400 responses) (Concept 1 most support)
- Both concepts were integrated into one concept based on community responses, Guiding Principles, Boundary Criteria and administration input
- Recommendation to the Board for consideration

Recommended Elementary Zones (2025/26)

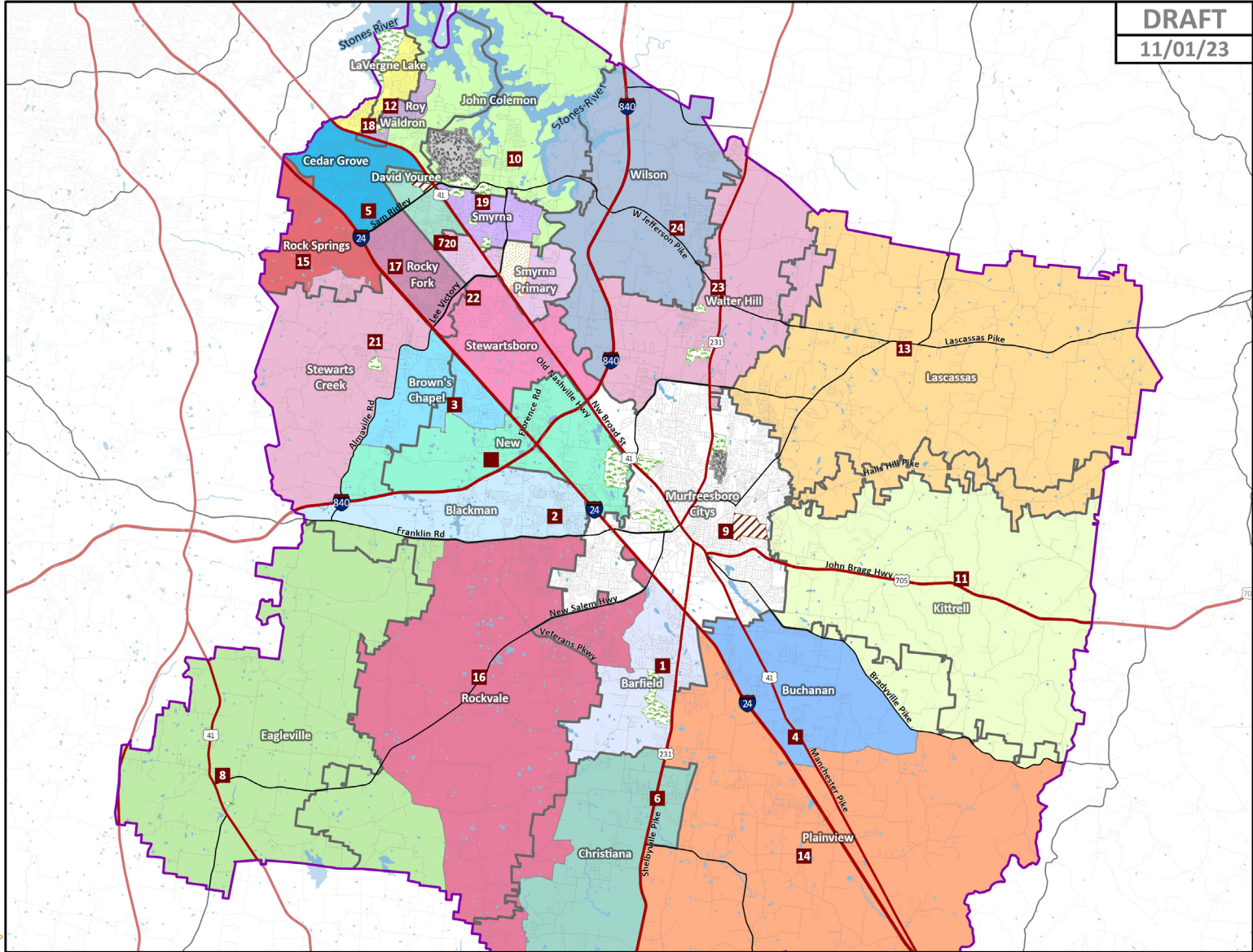
Recommended Concept: Elementary Zoning Map

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- College
- Parks and Golf Courses
- Nissan Plant
- Current ES Boundary
- New Elementary & Middle School

Elementary Schools	
1	Barfield
2	Blackman
3	Brown's Chapel
4	Buchanan
5	Cedar Grove
6	Christiana
7	David Youree
8	Eagleville
9	Homer Pittard
10	John Coleman
11	Kittrell
12	LaVergne Lake
13	Lascassas
14	Plainview
15	Rock Springs
16	Rockvale
17	Rocky Fork
18	Roy Waldron
19	Smyrna
20	Smyrna Primary
21	Stewarts Creek
22	Stewartsboro
23	Walter Hill
24	Wilson

Murfreesboro City Schools

DRAFT
11/01/23



Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in November 2023.

Recommended Middle School Zones (2026/27)

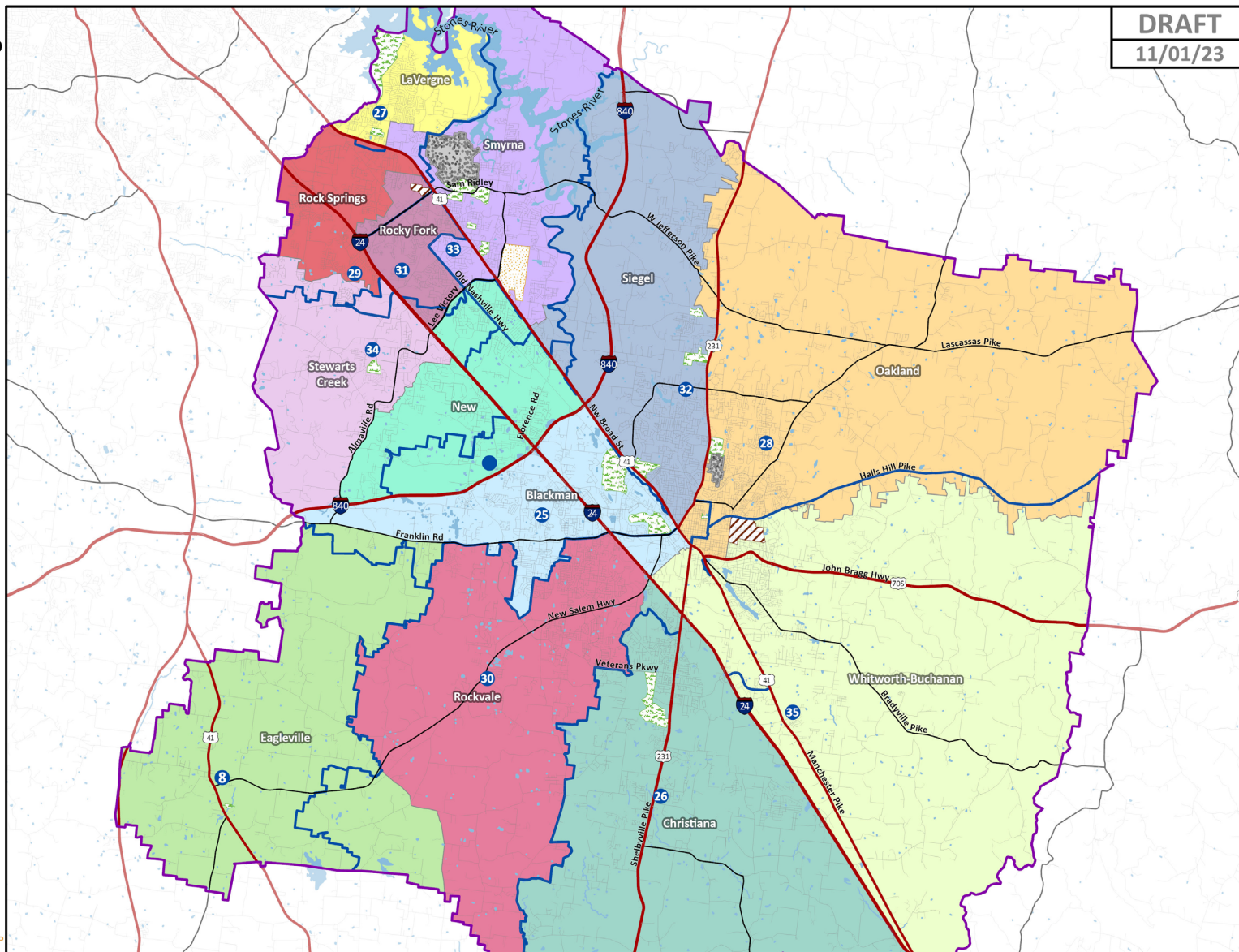
DRAFT

11/01/23

Recommended Concept: Middle School Zoning Map

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- College
- Parks and Golf Courses
- Nissan Plant
- Current MS Boundary
- New Elementary & Middle School

Middle Schools	
25	Blackman
26	Christiana
8	Eagleville
27	LaVergne
28	Oakland
29	Rock Springs
30	Rockvale
31	Rocky Fork
32	Siegel
33	Smyrna
34	Stewarts Creek
35	Whitworth-Buchanan
High Schools	
36	Blackman
8	Eagleville
37	Holloway
38	LaVergne
39	Oakland
40	Riverdale
41	Rockvale
42	Siegel
43	Smyrna
44	Stewarts Creek
Magnet	
45	Central Magnet
46	McFadden School
47	Thurman Francis Arts
Alternative	
48	Smyrna West Alt.
49	Daniel-McKee Alt.



Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in November 2023.

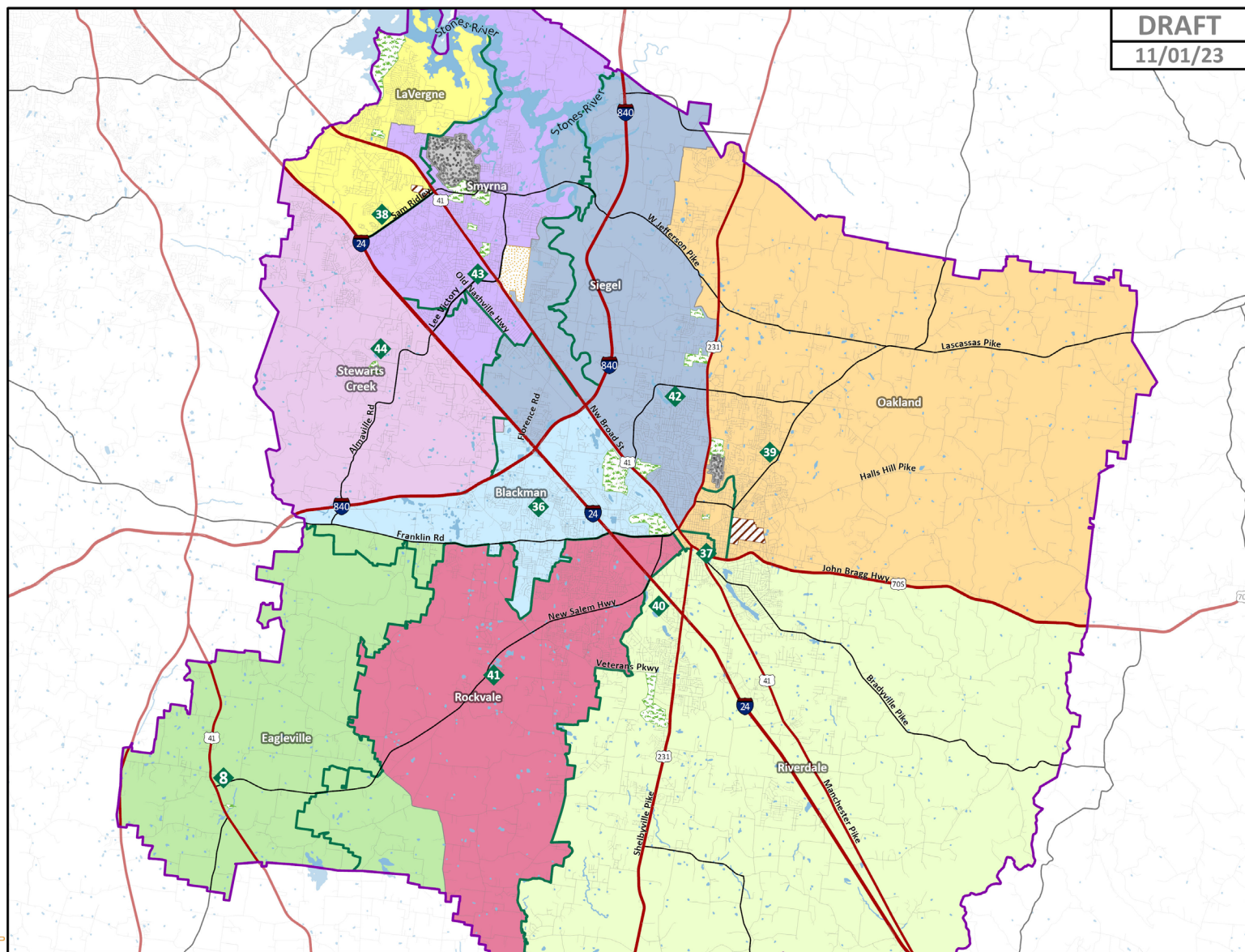
Recommended High School Zones (2025/26)

DRAFT
11/01/23

Recommended Concept: High School Zoning Map

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- College
- Parks and Golf Courses
- Nissan Plant
- Current HS Boundary

Middle Schools	
25	Blackman
26	Christiana
8	Eagleville
27	LaVergne
28	Oakland
29	Rock Springs
30	Rockvale
31	Rocky Fork
32	Siegel
33	Smyrna
34	Stewarts Creek
35	Whitworth-Buchanan
High Schools	
36	Blackman
8	Eagleville
37	Holloway
38	LaVergne
39	Oakland
40	Riverdale
41	Rockvale
42	Siegel
43	Smyrna
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Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in November 2023.

Recommended Concept: ES Projections

Recommended Concept: ES Reside Projections	Functional Capacity		Current	New Boundaries					Current	New Boundaries				
	Current	New	2024/25	2025/26	2026/27	2027/28	2028/29	2024/25	2025/26	2026/27	2027/28	2028/29		
Barfield Elementary	1,020	1,020	953	768	750	744	731	93.4%	75.3%	73.5%	72.9%	71.7%		
Blackman Elementary	1,072	1,072	1,015	982	955	903	873	94.7%	91.6%	89.1%	84.2%	81.4%		
Brown's Chapel Elementary	835	835	886	640	631	623	614	106.1%	76.6%	75.6%	74.6%	73.5%		
Buchanan Elementary	528	528	511	424	436	434	437	96.8%	80.3%	82.6%	82.2%	82.8%		
Cedar Grove Elementary	942	942	807	827	847	832	809	85.7%	87.8%	89.9%	88.3%	85.9%		
Christiana Elementary	747	747	673	632	644	659	676	90.1%	84.6%	86.2%	88.2%	90.5%		
David Youree Elementary	853	853	701	694	687	682	663	82.2%	81.4%	80.5%	80.0%	77.7%		
Eagleville Elementary	432	432	317	353	338	328	332	73.4%	81.7%	78.2%	75.9%	76.9%		
John Colemon Elementary	920	920	476	762	780	733	708	51.7%	82.8%	84.8%	79.7%	77.0%		
Kittrell Elementary	410	410	364	392	395	403	409	88.7%	95.6%	96.3%	98.3%	99.8%		
Lascassas Elementary	665	665	599	591	569	554	568	90.0%	88.9%	85.6%	83.3%	85.4%		
LaVergne Lake Elementary	1,060	1,060	806	1,011	999	962	931	76.0%	95.4%	94.2%	90.8%	87.8%		
New Elementary	0	1,100	0	952	980	1,031	1,002	0.0%	86.6%	89.1%	93.7%	91.1%		
Plainview Elementary	1,120	1,120	566	663	696	708	723	50.5%	59.2%	62.1%	63.2%	64.6%		
Rock Springs Elementary	1,265	1,265	1,195	1,033	1,033	1,039	1,050	94.5%	81.7%	81.7%	82.1%	83.0%		
Rockvale Elementary	1,585	1,585	990	1,192	1,211	1,227	1,250	62.5%	75.2%	76.4%	77.4%	78.9%		
Rocky Fork Elementary	990	990	967	926	918	932	972	97.7%	93.5%	92.7%	94.1%	98.2%		
Roy Waldron Elementary	1,425	895	1,280	871	894	908	889	89.8%	97.3%	99.8%	101.4%	99.3%		
Smyrna Elementary	816	816	755	634	643	653	648	92.5%	77.7%	78.8%	80.0%	79.4%		
Smyrna Primary	625	625	556	548	538	523	504	89.0%	87.7%	86.1%	83.7%	80.6%		
Stewarts Creek Elementary	1,173	1,173	1,365	937	1,004	1,058	1,115	116.4%	79.8%	85.6%	90.2%	95.0%		
Stewartsboro Elementary	855	855	656	712	705	694	698	76.7%	83.3%	82.5%	81.2%	81.6%		
Walter Hill Elementary	690	690	560	562	566	559	579	81.2%	81.4%	82.0%	81.0%	83.9%		
Wilson Elementary	885	885	612	617	613	616	656	69.2%	69.7%	69.3%	69.6%	74.1%		
Total Facility	22,094	22,664	18,697	18,863	19,042	19,079	19,171	84.6%	83.2%	84.0%	84.2%	84.6%		
Core Facility Total <i>Excludes **special progamming</i>	20,913	21,483	17,643	17,809	17,988	18,024	18,116	84.4%	82.9%	83.7%	83.9%	84.3%		

Source: Rutherford County Schools, and RSP SFM, 2023/24

Updated: 11/01/23

Notes:

1. Orange shading indicates when projected enrollment exceeds functional capacity (>100% utilization)
2. The new elementary school comes online in 2025/26, the new middle school comes online in 2026/27, and there are additions planned at Oakland, Riverdale, and Smyrna high schools
3. Elementary projections also account for repurposing Roy Waldron Annex for other programming needs (capacity decrease)
4. Murfreesboro City School projections factor elementary students residing in the city boundary but are forecasted to attend a county school (school assigned by district)
5. Capacity percentages are based on the functional capacity; RSP recommends utilizing the functional capacity for facility planning

DISCLAIMERS

Current and New capacity are from RSP's functional capacity analysis,.

Students attending special programming facilities are included in total facility. These schools draw from entire district. Core facility total includes only zoned schools.

Main Takeaway:

- ❑ Elementary capacity challenges are reduced at most of the facilities
- ❑ Only Roy Waldron in 2027/28 is projected over 100%
- ❑ More ES capacity is needed to fully address challenges

Recommended Concept: MS & HS Projections

Recommended Concept: MS Reside Projections	Functional Capacity		Current		New Boundaries			Current		New Boundaries		
	Current	New	2024/25	2025/26	2026/27	2027/28	2028/29	2024/25	2025/26	2026/27	2027/28	2028/29
Blackman Middle	1,568	1,568	1,716	1,731	1,325	1,276	1,293	109.4%	110.4%	84.5%	81.4%	82.5%
Christiana Middle	1,108	1,108	1,119	1,119	1,098	1,102	1,131	101.0%	101.0%	99.1%	99.5%	102.1%
Eagleville Middle	362	362	167	175	227	226	209	46.2%	48.4%	62.8%	62.5%	57.8%
LaVergne Middle	1,296	1,296	1,166	1,239	1,191	1,210	1,267	90.0%	95.6%	91.9%	93.4%	97.8%
New Middle	0	1,200	0	0	1,033	1,040	1,125	0.0%	0.0%	86.1%	86.7%	93.8%
Oakland Middle	1,440	1,440	1,090	1,084	1,292	1,343	1,342	75.7%	75.3%	89.7%	93.3%	93.2%
Rock Springs Middle	1,109	1,109	1,174	1,276	980	1,066	1,145	105.9%	115.1%	88.4%	96.1%	103.2%
Rockvale Middle	1,470	1,470	1,694	1,683	1,488	1,465	1,445	115.2%	114.5%	101.2%	99.7%	98.3%
Rocky Fork Middle	937	937	859	882	990	1,041	1,034	91.7%	94.1%	105.7%	111.1%	110.4%
Siegel Middle	1,246	1,246	1,232	1,202	1,005	1,000	993	98.9%	96.5%	80.7%	80.3%	79.7%
Smyrna Middle	1,090	1,090	890	915	977	1,017	1,048	81.7%	83.9%	89.6%	93.3%	96.1%
Stewarts Creek Middle	1,077	1,077	1,026	1,057	792	803	844	95.3%	98.1%	73.5%	74.6%	78.4%
Whitworth-Buchanan Middle	959	959	866	931	922	942	971	90.3%	97.1%	96.1%	98.2%	101.3%
Total Facility	15,005	16,205	13,690	13,985	14,010	14,221	14,537	91.2%	93.2%	86.5%	87.8%	89.7%
Core Facility Total <i>Excludes **special programming</i>	13,662	14,862	12,999	13,294	13,320	13,531	13,847	95.1%	97.3%	89.6%	91.0%	93.2%

Source: Rutherford County Schools, and RSP SFM, 2023/24

Updated: 11/01/23

Recommended Concept: HS Reside Projections	Functional Capacity		Current	New Boundaries				Current	New Boundaries			
	Current	New	2024/25	2025/26	2026/27	2027/28	2028/29	2024/25	2025/26	2026/27	2027/28	2028/29
Blackman High	2,189	2,189	2,363	2,024	2,111	2,214	2,223	107.9%	92.5%	96.4%	101.1%	101.6%
Eagleville High	542	542	240	322	320	312	320	44.2%	59.4%	59.0%	57.5%	59.0%
LaVergne High	2,119	2,119	2,170	2,046	2,128	2,290	2,408	102.4%	96.6%	100.4%	108.1%	113.6%
Oakland High	2,165	2,500	1,703	2,383	2,423	2,443	2,446	78.7%	95.3%	96.9%	97.7%	97.8%
Riverdale High	2,392	2,500	2,475	2,478	2,490	2,576	2,613	103.5%	99.1%	99.6%	103.0%	104.5%
Rockvale High	2,204	2,204	2,163	2,144	2,196	2,244	2,214	98.1%	97.3%	99.6%	101.8%	100.5%
Siegel High	2,049	2,049	1,919	1,818	1,846	1,861	1,892	93.7%	88.7%	90.1%	90.8%	92.4%
Smyrna High	2,093	2,500	2,350	2,637	2,659	2,724	2,792	112.3%	105.5%	106.4%	109.0%	111.7%
Stewarts Creek High	2,338	2,338	2,464	2,171	2,248	2,350	2,492	105.4%	92.9%	96.2%	100.5%	106.6%
Total Facility	19,780	20,630	18,854	19,028	19,426	20,017	20,403	95.3%	92.2%	94.2%	97.0%	98.9%
Core Facility Total <i>Excludes **special programming</i>	18,091	18,941	17,847	18,023	18,421	19,014	19,400	98.6%	95.2%	97.3%	100.4%	102.4%

Source: Rutherford County Schools, and RSP SFM, 2023/24

Updated: 11/01/23

- Notes:
1. Orange shading indicates when projected enrollment exceeds functional capacity (>100% utilization)
 2. The new elementary school comes online in 2025/26, the new middle school comes online in 2026/27, and there are additions planned at Oakland, Riverdale, and Smyrna high schools
 3. Elementary projections also account for repurposing Roy Waldron Annex for other programming needs (capacity decrease)
 4. Murfreesboro City School projections factor elementary students residing in the city boundary but are forecasted to attend a county school (school assigned by district)
 5. Capacity percentages are based on the functional capacity; RSP recommends utilizing the functional capacity for facility planning

DISCLAIMERS

Current and New capacity are from RSP's functional capacity analysis.

Students attending special programming facilities are included in total facility. These schools draw from entire district. Core facility total includes only zoned schools.

Main Takeaway:

- Middle School capacity challenges are reduced at most of the facilities
- Only Rocky Fork continues to see capacity challenges from 2026/27 to 2028/29
- High School challenges continue at most schools after 2027/28
- More MS and HS capacity is needed to fully address challenges

Recommended Concept Demographics: Elementary

Concept: Elementary FRL Percentages	Concept	
	Students	FRL %
Barfield Elementary	837	36.7%
Blackman Elementary	1,137	36.9%
Brown's Chapel Elementary	651	37.0%
Buchanan Elementary	442	37.8%
Cedar Grove Elementary	807	67.8%
Christiana Elementary	652	25.8%
David Youree Elementary	729	73.1%
Eagleville Elementary	390	26.7%
John Colemon Elementary	773	68.8%
Kittrell Elementary	369	62.1%
Lascassas Elementary	620	24.8%
LaVergne Lake Elementary	1,059	70.7%
Murfreesboro Citys	357	14.8%
New Elementary	909	32.7%
Plainview Elementary	625	36.3%
Rock Springs Elementary	987	50.1%
Rockvale Elementary	1,191	27.5%
Rocky Fork Elementary	950	55.9%
Roy Waldron Elementary	913	65.7%
Smyrna Elementary	631	68.3%
Smyrna Primary	589	60.1%
Stewarts Creek Elementary	932	39.9%
Stewartsboro Elementary	755	54.7%
Walter Hill Elementary	601	38.9%
Walter Hill/Lascassas Dual Zone	0	0.0%
Wilson Elementary	691	22.1%
Total	18,597	46.4%

Source: Rutherford County Schools, 2023/24 student data

Concept: Elementary Students by Ethnicity	Students	Asian	Black or African	Hispanic or Latino	Multi Racial	Native American	Other	White
Barfield Elementary	837	3.8%	18.2%	15.1%	8.4%	0.2%	0.0%	54.4%
Blackman Elementary	1,137	9.7%	22.2%	15.7%	6.6%	0.4%	0.2%	45.4%
Brown's Chapel Elementary	651	6.6%	9.2%	11.1%	5.2%	0.0%	0.5%	67.4%
Buchanan Elementary	442	3.2%	9.7%	16.1%	9.5%	0.2%	0.2%	61.1%
Cedar Grove Elementary	807	4.2%	14.3%	50.4%	3.3%	0.1%	0.2%	27.4%
Christiana Elementary	652	1.1%	11.7%	10.0%	7.4%	0.0%	0.3%	69.6%
David Youree Elementary	729	4.5%	29.5%	32.2%	6.7%	0.5%	0.4%	26.1%
Eagleville Elementary	390	0.3%	1.5%	10.3%	2.3%	0.0%	0.0%	85.6%
John Colemon Elementary	773	2.2%	14.0%	52.9%	4.8%	0.3%	0.6%	25.2%
Kittrell Elementary	369	1.6%	5.1%	22.0%	8.7%	0.0%	0.0%	62.6%
Lascassas Elementary	620	1.3%	7.4%	8.4%	4.4%	0.0%	0.0%	78.5%
LaVergne Lake Elementary	1,059	2.9%	27.6%	43.3%	3.3%	0.2%	0.0%	22.7%
Murfreesboro Citys	357	1.4%	8.7%	4.5%	4.5%	0.0%	0.0%	81.0%
New Elementary	909	5.3%	14.9%	15.4%	5.0%	0.1%	0.1%	59.3%
Plainview Elementary	625	1.9%	9.3%	13.4%	8.2%	0.6%	0.2%	66.4%
Rock Springs Elementary	987	9.9%	20.1%	25.5%	4.8%	0.1%	0.1%	39.5%
Rockvale Elementary	1,191	1.8%	9.9%	11.3%	5.2%	0.0%	0.1%	71.8%
Rocky Fork Elementary	950	10.3%	16.3%	24.5%	6.6%	0.0%	0.2%	42.0%
Roy Waldron Elementary	913	0.9%	30.0%	47.5%	3.6%	0.3%	0.2%	17.4%
Smyrna Elementary	631	5.1%	11.3%	52.0%	4.3%	0.2%	0.3%	26.9%
Smyrna Primary	589	11.7%	15.8%	30.7%	7.0%	0.2%	1.0%	33.6%
Stewarts Creek Elementary	932	4.8%	14.5%	15.2%	5.2%	0.0%	0.0%	60.3%
Stewartsboro Elementary	755	2.6%	11.7%	27.7%	6.4%	0.8%	0.1%	50.7%
Walter Hill Elementary	601	1.3%	12.1%	14.8%	6.5%	0.2%	0.0%	65.1%
Wilson Elementary	691	3.0%	5.4%	9.8%	4.6%	0.1%	0.0%	77.0%
Total	18,597	4.4%	15.3%	24.2%	5.6%	0.2%	0.2%	50.1%

Source: Rutherford County Schools, 2023/24 student data

Note 1: Orange shading indicates when the concept percentage increases by more than 10% from the current boundaries.

Note 2: Green shading indicates when the concept decreases by more than -10% from the current boundaries

Note 3: FRL % includes students qualifying for free or reduced lunch status or through direct certification

Main Takeaway:

- ❑ Elementary demographics do not fluctuate by more than 10% in any school zones from the current demographic breakdown

Recommended Concept Demographics: Secondary

Concept: Middle School FRL Percentages	Concept	
	Students	FRL %
Blackman Middle	1,431	33.2%
Christiana Middle	1,129	35.2%
Eagleville Middle	234	25.6%
LaVergne Middle	1,042	69.6%
New Middle	1,031	37.8%
Oakland Middle	1,424	41.6%
Rock Springs Middle	746	61.3%
Rockvale Middle	1,513	29.7%
Rocky Fork Middle	938	63.0%
Siegel Middle	1,138	25.5%
Smyrna Middle	996	66.8%
Stewarts Creek Middle	713	37.9%
Whitworth-Buchanan Middle	872	50.7%
Total	13,207	43.9%

Source: Rutherford County Schools, 2023/24 student data

Concept: Middle School Students by Ethnicity	Students	Asian	Black or African	Hispanic or Latino	Multi Racial	Native American	Other	White
Christiana Middle	1,129	3.3%	17.0%	10.9%	6.3%	0.1%	0.3%	62.2%
Eagleville Middle	234	0.9%	2.1%	10.3%	1.3%	0.0%	0.0%	85.5%
LaVergne Middle	1,042	2.1%	28.0%	44.3%	3.3%	0.2%	0.1%	22.0%
New Middle	1,031	4.3%	11.3%	19.1%	4.7%	0.2%	0.1%	60.4%
Oakland Middle	1,424	1.7%	22.8%	16.6%	5.8%	0.4%	0.5%	52.2%
Rock Springs Middle	746	8.7%	16.2%	33.2%	7.1%	0.1%	0.3%	34.3%
Rockvale Middle	1,513	4.0%	16.4%	16.3%	6.9%	0.1%	0.2%	56.1%
Rocky Fork Middle	938	7.8%	18.3%	34.1%	4.6%	0.2%	0.1%	34.9%
Siegel Middle	1,138	3.2%	10.0%	10.0%	5.8%	0.2%	0.0%	70.8%
Smyrna Middle	996	5.5%	14.5%	45.7%	4.4%	0.1%	0.3%	29.5%
Stewarts Creek Middle	713	6.0%	14.3%	15.0%	4.5%	0.1%	0.3%	59.7%
Whitworth-Buchanan Middle	872	2.5%	19.6%	24.7%	6.2%	0.1%	0.0%	46.9%
Total	13,207	4.4%	17.4%	22.4%	5.5%	0.2%	0.2%	49.8%

Source: Rutherford County Schools, 2023/24 student data

Concept: High School Reside Projections	Concept	
	Students	FRL %
Blackman High	2,012	27.8%
Eagleville High	295	19.0%
LaVergne High	2,008	66.0%
Oakland High	2,711	38.4%
Riverdale High	2,596	40.5%
Rockvale High	2,142	31.0%
Siegel High	1,990	29.9%
Smyrna High	2,512	55.1%
Stewarts Creek High	2,179	33.9%
Total	18,445	40.2%

Source: Rutherford County Schools, 2023/24 student data

Concept: High School Students by Ethnicity	Students	Asian	Black or African	Hispanic or Latino	Multi Racial	Native American	Other	White
Eagleville High	295	0.7%	2.4%	7.5%	2.0%	0.7%	0.0%	86.8%
LaVergne High	2,008	2.7%	28.8%	47.1%	2.8%	0.1%	0.2%	18.2%
Oakland High	2,711	2.5%	23.6%	16.7%	4.7%	0.3%	0.1%	52.0%
Riverdale High	2,596	4.5%	19.9%	18.0%	4.8%	0.2%	0.1%	52.5%
Rockvale High	2,142	4.2%	18.7%	16.2%	6.4%	0.0%	0.2%	54.3%
Siegel High	1,990	3.9%	13.7%	17.3%	4.4%	0.2%	0.1%	60.5%
Smyrna High	2,512	4.9%	18.9%	33.4%	3.3%	0.1%	0.1%	39.3%
Stewarts Creek High	2,179	5.7%	16.8%	16.5%	3.6%	0.1%	0.0%	57.3%
Total	18,445	4.3%	19.9%	22.2%	4.4%	0.2%	0.1%	49.0%

Source: Rutherford County Schools, 2023/24 student data

Note 1: Orange shading indicates when the concept percentage increases by more than 10% from the current boundaries.

Note 2: Green shading indicates when the concept decreases by more than -10% from the current boundaries

Note 3: FRL % includes students qualifying for free or reduced lunch status or through direct certification

Main Takeaway:

- ❑ Secondary demographics do not fluctuate by more than 10% in any school zones from the current demographic breakdown

Recommended Concept: Elementary SIBC

Current Reside	Recommended Concept Reside																				SIBC						
	Barfield	Blackman	Brown's Chapel	Buchanan	Cedar Grove	Christiana	David Youree	Eagleville	John Colemon	Kittrell	Lascassas	LaVergne Lake	New	Plainview	Rock Springs	Rockvale	Rocky Fork	Roy Waldron	Smyrna	Smyrna Primary	Stewarts Creek	Stewartsboro	Walter Hill	Wilson	K-3	Total	%
Barfield																96									602	96	15.9%
Blackman							3																		667	3	0.4%
Brown's Chapel												427													545	427	78.3%
Buchanan									16					44											336	60	17.9%
Cedar Grove																									506	0	0.0%
Christiana																23									429	23	5.4%
David Youree																									483	0	0.0%
Eagleville																									197	0	0.0%
John Colemon																								12	317	12	3.8%
Kittrell																									218	0	0.0%
Las/Kit Dual Zone											14														14	14	100.0%
Lascassas																									360	0	0.0%
LaVergne Lake																									528	0	0.0%
Plainview																									363	0	0.0%
Rock Springs																					129				751	129	17.2%
Rockvale								34																	619	34	5.5%
Rocky Fork																						22			610	22	3.6%
Roy Waldron					5			101			138														811	244	30.1%
Smyrna								86																	498	86	17.3%
Smyrna Primary																									376	0	0.0%
Stewarts Creek			297										135												839	432	51.5%
Stewartsboro																									439	0	0.0%
Walter Hill																									331	0	0.0%
Whs/Las Dual Zone																							26		26	26	100.0%
Wilson																									394	0	0.0%
Total K-3 Students Impacted:	0	0	297	0	5	0	0	37	187	16	14	138	562	44	0	119	0	0	0	0	129	22	26	12	11,259	1,608	14.3%

Source: Rutherford County Schools, and RSP

Main Takeaway:

- 14.3% of the current elementary students would be impacted in this zoning adjustment
- Brown's Chapel Elementary is impacted the most by establish the new Elementary School zone

Recommended Concept: High School Feeder

- Currently there are 14 complete elementary schools and now there are 15 complete elementary schools
- Currently there are 4 complete middle schools and now there are 6 complete middle schools

Recommended Concept:	High Schools									
	Blackman	Eagleville	LaVergne	Oakland	Riverdale	Rockvale	Siegel	Smyrna	Stewarts Creek	
Barfield					100.0%					
Blackman	100.0%									
Brown's Chapel									100.0%	
Buchanan					100.0%					
Cedar Grove			100.0%							
Christiana					100.0%					
David Youree			21.2%					78.8%		
Eagleville		100.0%								
John Colemon			1.0%				17.1%	81.9%		
Kittrell				64.9%	35.1%					
Lascassas				100.0%						
LaVergne Lake			100.0%							
New	35.4%						33.6%		31.0%	
Plainview					100.0%					
Rock Springs									100.0%	
Rockvale	13.1%					86.9%				
Rocky Fork								100.0%		
Roy Waldron			100.0%							
Smyrna								100.0%		
Smyrna Primary							44.0%	56.0%		
Stewarts Creek									100.0%	
Stewartsboro							25.9%	74.1%		
Walter Hill				68.7%			31.3%			
Wilson				48.7%			51.3%			

Source: RSP & Associates

Updated: 11/01/23

Recommended Concept:	High Schools									
	Blackman	Eagleville	LaVergne	Oakland	Riverdale	Rockvale	Siegel	Smyrna	Stewarts Creek	
Blackman Middle	96.4%					3.6%				
Christiana Middle					100.0%					
Eagleville Middle		100.0%								
LaVergne Middle			100.0%							
New Middle	8.2%						25.0%	28.8%	37.9%	
Oakland Middle				100.0%						
Rock Springs Middle			39.8%						60.2%	
Rockvale Middle						100.0%				
Rocky Fork Middle			17.9%					82.1%		
Siegel Middle				17.2%			82.8%			
Smyrna Middle							18.7%	81.3%		
Stewarts Creek Middle									100.0%	
Whitworth-Buchanan Middle				20.8%	79.2%					

Source: RSP & Associates

Updated: 11/01/23

Main Takeaway:

- The number of complete elementary schools and middle school feeding into the high school is improved.

Recommended Concept: Middle School Feeder

Recommended Concept:	Middle Schools												
	Blackman	Christiana	Eagleville	LaVergne	New	Oakland	Rock Springs	Rockvale	Rocky Fork	Siegel	Smyrna	Stewarts Creek	Whitworth-Buchanan
Barfield		100.0%											
Blackman	100.0%												
Brown's Chapel					58.3%							41.7%	
Buchanan													100.0%
Cedar Grove							79.0%		21.0%				
Christiana		100.0%											
David Youree									97.9%		2.1%		
Eagleville			100.0%										
John Colemon				1.0%							99.0%		
Kittrell													100.0%
Lascassas						100.0%							
LaVergne Lake				100.0%									
New	24.9%				75.1%								
Plainview		89.8%											10.2%
Rock Springs							90.1%					9.9%	
Rockvale	13.1%							86.9%					
Rocky Fork									100.0%				
Roy Waldron				100.0%									
Smyrna											100.0%		
Smyrna Primary											100.0%		
Stewarts Creek												100.0%	
Stewartsboro					96.5%					3.5%			
Walter Hill						68.7%				31.3%			
Wilson										100.0%			

Source: RSP & Associates

Updated: 11/01/23

Main Takeaway:

- Elementary to Middle School feeder is improved; currently there are 13 complete schools and now there are 14 elementary schools that feed completely into the middle schools zones

Conclusion

District Rezoning Objectives:	How Recommended Concept addresses objectives:
Establish New Elementary Zone	<ul style="list-style-type: none"> • <i>New Elementary zone is projected to serve 950-1,000 students (utilization of 90%)</i> • <i>Recommended zone extends to downtown and west on the south side of Brown's Chapel and Stewartsboro original zones</i> • <i>More Elementary School capacity is needed to solve over-utilization challenges</i>
Establish New Middle School Zone	<ul style="list-style-type: none"> • <i>New Middle School zone is projected to serve 1,000 students (utilization of 86-93%)</i> • <i>Recommended zone extends west of I-840 to Lee Victory/Almaville Rd</i> • <i>More Middle School capacity is needed to solve over-utilization challenges</i>
Adjust for zones HS additions (Oakland, Smyrna, and Riverdale)	<ul style="list-style-type: none"> • <i>Oakland High School zone is extended to establish 95-99% utilization</i> • <i>Riverdale High School zone is extended to establish 99-105% utilization</i> • <i>Smyrna High School zone is extended to establish relieve LaVergne High School zone (105-111%)</i> • <i>More High School capacity is needed to solve over-utilization challenges</i>
Repurposing of Roy Waldron Annex	<ul style="list-style-type: none"> • <i>Students distributed to John Colemon and LaVergne Lake elementary schools to allow Roy Waldron Annex to be repurposed for other district programming needs</i> • <i>Roy Waldron zone is projected to serve 870-900 students</i>
Feeder Improvement (where possible)	<ul style="list-style-type: none"> • <i>Improve ES to MS and ES to HS feeder by one more complete school</i> • <i>Improve MS to HS feeder by two more complete schools</i>
Address priority relief schools: <ul style="list-style-type: none"> • Stewarts Creek Campus schools • Blackman Campus schools • LaVergne Campus schools 	<ul style="list-style-type: none"> • <i>Blackman ES: 82-92% utilization</i> • <i>Stewarts Creek ES: 80-95% utilization</i> • <i>Blackman MS: 82-84% utilization</i> • <i>Rock Springs MS: 88-103% utilization</i> • <i>Stewarts Creek MS: 74-78% utilization</i> • <i>Blackman HS: 93-102% utilization</i> • <i>LaVergne HS: 97-114% utilization</i> • <i>Stewarts Creek HS: 93-107% utilization</i>

Note: An alternative high school zoning plan is also being presented to address zoning concerns.

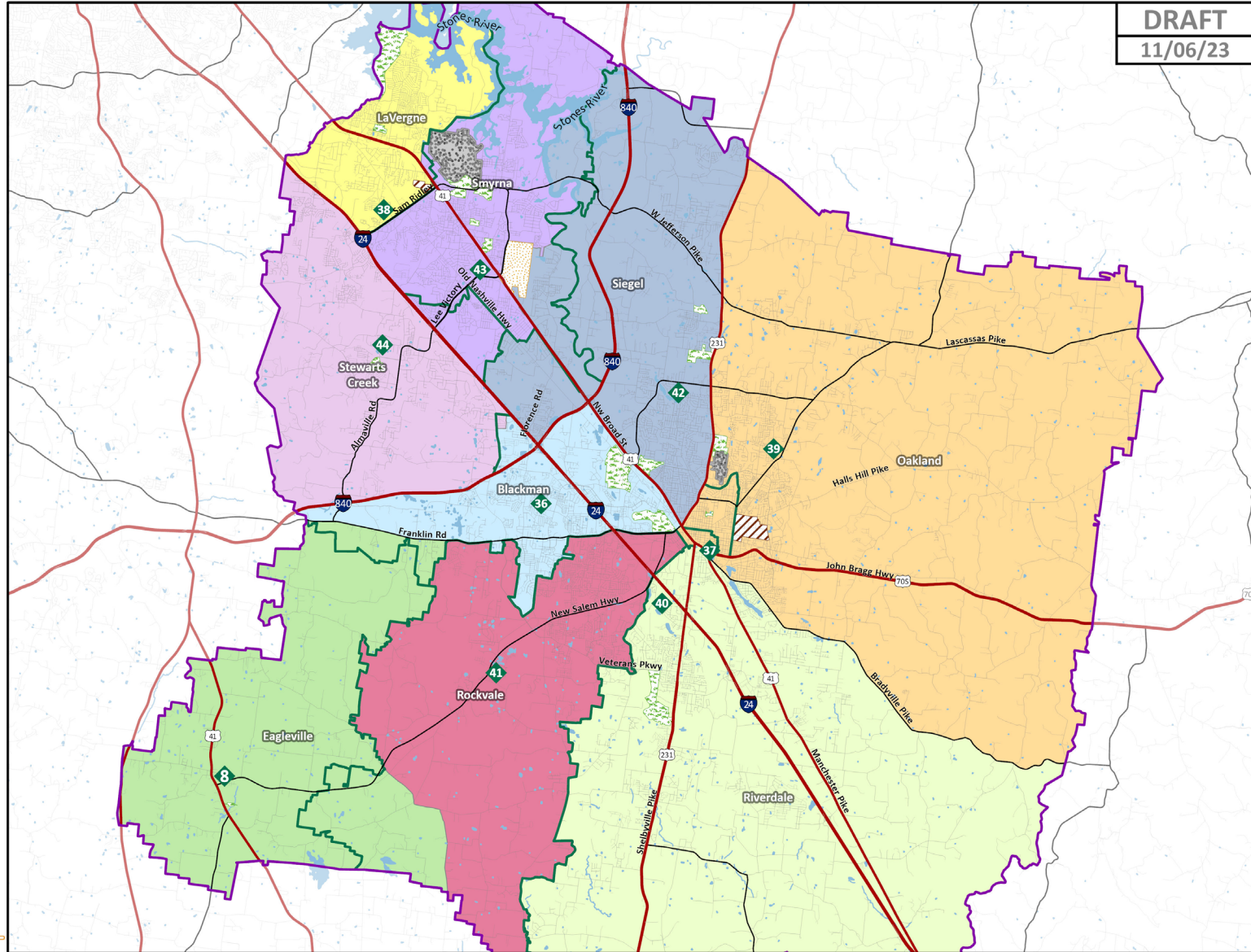
Alternative High School Concept Zones (2025/26)

DRAFT
11/06/23

Alternative Concept: High School Zoning Map

- Elementary Schools
- Middle Schools
- ◆ High Schools
- Magnet Schools
- ◆ Alternative Schools
- Airport
- College
- Parks and Golf Courses
- Nissan Plant
- Current HS Boundary

Middle Schools	
25	Blackman
26	Christiana
8	Eagleville
27	LaVergne
28	Oakland
29	Rock Springs
30	Rockvale
31	Rocky Fork
32	Siegel
33	Smyrna
34	Stewarts Creek
35	Whitworth-Buchanan
High Schools	
36	Blackman
8	Eagleville
37	Holloway
38	LaVergne
39	Oakland
40	Riverdale
41	Rockvale
42	Siegel
43	Smyrna
44	Stewarts Creek
Magnet	
45	Central Magnet
46	McFadden School
47	Thurman Francis Arts
Alternative	
48	Smyrna West Alt.
49	Daniel-McKee Alt.



Map data provided by Rutherford County Schools, Cities of Eagleville, La Vergne, Murfreesboro, and Smyrna, Rutherford County, State of Tennessee, and ESRI/GIS.
Map created by RSP & Associates in November 2023.

Alternative High School: Concept Projections

Alternative Concept: HS Reside Projections	Functional Capacity		Current	New Boundaries					Current	New Boundaries			
	Current	New	2024/25	2025/26	2026/27	2027/28	2028/29	2024/25	2025/26	2026/27	2027/28	2028/29	
Blackman High	2,189	2,189	2,363	2,024	2,111	2,214	2,223	107.9%	92.5%	96.4%	101.1%	101.6%	
Eagleville High	542	542	240	322	320	312	320	44.2%	59.4%	59.0%	57.5%	59.0%	
LaVergne High	2,119	2,119	2,170	2,208	2,306	2,461	2,581	102.4%	104.2%	108.8%	116.1%	121.8%	
Oakland High	2,165	2,500	1,703	2,364	2,414	2,464	2,473	78.7%	94.6%	96.6%	98.6%	98.9%	
Riverdale High	2,392	2,500	2,475	2,045	2,030	2,080	2,104	103.5%	81.8%	81.2%	83.2%	84.2%	
Rockvale High	2,204	2,204	2,163	2,144	2,196	2,244	2,214	98.1%	97.3%	99.6%	101.8%	100.5%	
Siegel High	2,049	2,049	1,919	2,188	2,233	2,262	2,293	93.7%	106.8%	109.0%	110.4%	111.9%	
Smyrna High	2,093	2,500	2,350	2,559	2,565	2,627	2,699	112.3%	102.4%	102.6%	105.1%	108.0%	
Stewarts Creek High	2,338	2,338	2,464	2,171	2,248	2,350	2,492	105.4%	92.9%	96.2%	100.5%	106.6%	
Total Facility	19,780	20,630	18,854	19,045	19,443	20,032	20,417	95.3%	92.3%	94.2%	97.1%	99.0%	
Core Facility Total <i>Excludes **special programming</i>	18,091	18,941	17,847	18,025	18,423	19,014	19,399	98.6%	95.2%	97.3%	100.4%	102.4%	

DISCLAIMERS

Current and New capacity are from RSP's functional capacity analysis,.

Students attending special programming facilities are included in total facility. These schools draw from entire district. Core facility total includes only zoned schools.

Source: Rutherford County Schools, and RSP SFM, 2023/24

Updated: 11/06/23

Notes:

1. Orange shading indicates when projected enrollment exceeds functional capacity (>100% utilization)
2. The new elementary school comes online in 2025/26, the new middle school comes online in 2026/27, and there are additions planned at Oakland, Riverdale, and Smyrna high schools
3. Elementary projections also account for repurposing Roy Waldron Annex for other programming needs (capacity decrease)
4. Murfreesboro City School projections factor elementary students residing in the city boundary but are forecasted to attend a county school (school assigned by district)
5. Capacity percentages are based on the functional capacity; RSP recommends utilizing the functional capacity for facility planning

Main Takeaway:

- ❑ Oakland HS extends south to Bradyville Pike (Riverdale HS zone), and Sigel HS maintains north boundary
- ❑ Riverdale HS zone is reduced to 82-84% utilization (2,000 students)
 - With a building addition at Riverdale High School, increasing enrollment in this zone may be needed to better utilize capacity
- ❑ Siegel HS is not reduced on the east side resulting in earlier capacity challenges at:
 - LaVergne HS: 104-122% utilization (Over 2,500 students)
 - Siegel HS: 107-112% utilization (Over 2,200 students)
 - Smyrna HS: 102-108% utilization (Over 2,500 students)

Alternative High School: Demographics

Alternative Concept: HS Students by Ethnicity	Students	Asian	Black or African	Hispanic or Latino	Multi Racial	Native American	Other	White
Blackman High	2,012	7.0%	20.2%	15.4%	5.4%	0.3%	0.1%	51.6%
Eagleville High	295	0.7%	2.4%	7.5%	2.0%	0.7%	0.0%	86.8%
LaVergne High	2,156	2.6%	27.9%	47.3%	2.7%	0.1%	0.2%	19.2%
Oakland High	2,753	2.7%	25.8%	20.2%	5.0%	0.3%	0.1%	45.9%
Riverdale High	2,139	4.6%	18.1%	15.0%	4.8%	0.2%	0.1%	57.1%
Rockvale High	2,142	4.2%	18.7%	16.2%	6.4%	0.0%	0.2%	54.3%
Siegel High	2,313	3.9%	14.1%	13.3%	4.3%	0.1%	0.1%	64.2%
Smyrna High	2,456	5.0%	18.6%	34.4%	3.3%	0.1%	0.1%	38.6%
Stewarts Creek High	2,179	5.7%	16.8%	16.5%	3.6%	0.1%	0.0%	57.3%
Total	18,445	4.3%	19.9%	22.2%	4.4%	0.2%	0.1%	49.0%

Source: Rutherford County Schools, 2023/24 student data

Alternative Concept: HS FRL Demographics	Concept	
	Students	FRL %
Blackman High	2,012	27.8%
Eagleville High	295	19.0%
LaVergne High	2,156	66.1%
Oakland High	2,753	43.9%
Riverdale High	2,139	37.0%
Rockvale High	2,142	31.0%
Siegel High	2,313	26.6%
Smyrna High	2,456	55.3%
Stewarts Creek High	2,179	33.9%
Total	18,445	40.2%

Source: Rutherford County Schools, 2023/24 student data

Note 1: Orange shading indicates when the concept percentage increases by more than 10% from the current boundaries.

Note 2: Green shading indicates when the concept decreases by more than -10% from the current boundaries

Note 3: FRL % includes students qualifying for free or reduced lunch status or through direct certification

Main Takeaway:

- ❑ Secondary demographics do not fluctuate by more than 10% in any school zones from the current demographic breakdown

Alternative High School Feeder

- Currently there are 14 complete elementary schools and now there are 17 complete elementary schools
- Currently there are 4 complete middle schools and now there are 6 complete middle schools

Alternate Concept:	High Schools								
	Blackman	Eagleville	LaVergne	Oakland	Riverdale	Rockvale	Siegel	Smyrna	Stewarts Creek
Barfield					100.0%				
Blackman	100.0%								
Brown's Chapel									100.0%
Buchanan					100.0%				
Cedar Grove			100.0%						
Christiana					100.0%				
David Youree			21.2%					78.8%	
Eagleville		100.0%							
John Colemon			21.0%					79.0%	
Kittrell				100.0%					
Lascassas				100.0%					
LaVergne Lake			100.0%						
New	35.4%						33.6%		31.0%
Plainview					100.0%				
Rock Springs									100.0%
Rockvale	13.1%					86.9%			
Rocky Fork								100.0%	
Roy Waldron			100.0%						
Smyrna								100.0%	
Smyrna Primary							44.0%	56.0%	
Stewarts Creek									100.0%
Stewartsboro							25.9%	74.1%	
Walter Hill				38.0%			62.0%		
Wilson							100.0%		

Source: RSP & Associates

Updated: 11/06/23

Alternate Concept:	High Schools								
	Blackman	Eagleville	LaVergne	Oakland	Riverdale	Rockvale	Siegel	Smyrna	Stewarts Creek
Blackman Middle	96.4%					3.6%			
Christiana Middle					100.0%				
Eagleville Middle		100.0%							
LaVergne Middle			100.0%						
New Middle	8.2%						25.0%	28.8%	37.9%
Oakland Middle				91.6%			8.4%		
Rock Springs Middle			39.8%						60.2%
Rockvale Middle						100.0%			
Rocky Fork Middle			17.9%					82.1%	
Siegel Middle							100.0%		
Smyrna Middle			9.0%				13.1%	77.9%	
Stewarts Creek Middle									100.0%
Whitworth-Buchanan Middle				54.4%	45.6%				

Source: RSP & Associates

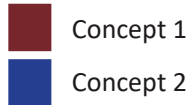
Updated: 11/06/23

Main Takeaway:

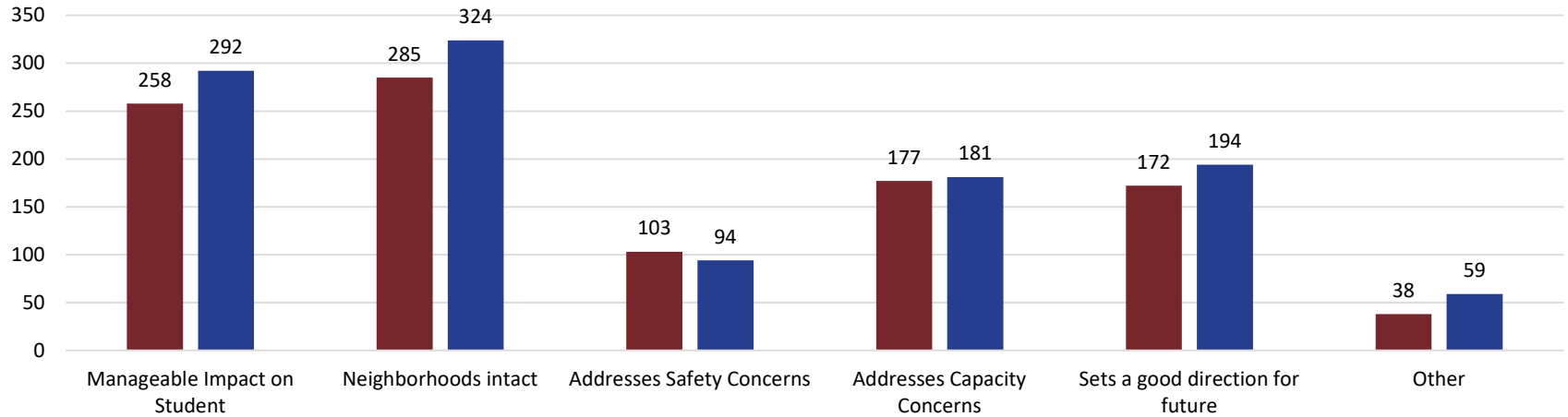
- The alternative high school zones improve the elementary to high school feeder by two more complete schools.

Appendix

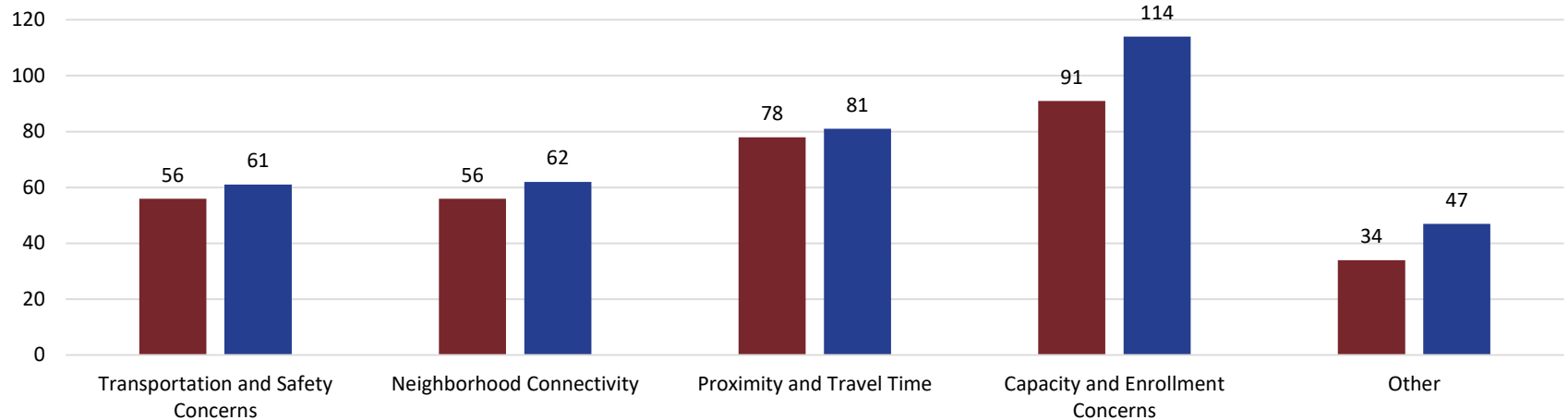
Survey Results: High School (part 2)



What do you like about this concept?
(utilizing the concept selected Question #1)



What concerns do you have about this concept?
(utilizing the concept selected Question #1)



Source: MetroQuest Survey, Sept. 2023.

Feedback Themes: High School

Note: Slide information is not an all-encompassing list of comments. It includes some of the high-level comments and general themes of feedback. A full list of survey comments is available on the district website.

Concept 1

- Positive comments on the area layout in Concept #1 – there seems to be fairness across schools and travel distances.
- Easier for new families moving to the area. Highway 24 is what divides the school boundaries.
- Consider shifting students to Eagleville to free up capacity at Rockvale & Stewarts Creek.
- Concept #2 would cause more overcrowding at Blackman.
- Concept #1 seems to set a good central location for a future new HS to alleviate capacity.
- I am against Concept #2 as it would lead to capacity issues again sooner.

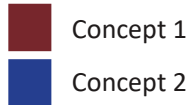
Concept 2

- Concept #2 is a better distribution of low-income areas amongst schools.
- Concept #2 forecast shows fewer schools exceed capacity; budget can focus on that without another rezone
- Creates an unnecessary travel when Blackman is down the road from us.
- Consider removing the Blackman dangle
- Consider a building addition to LaVergne HS
- LaVergne and Smyrna High Schools need more attention, building additions, proper care, etc.
- Siegel HS Zone
 - Concept 1 creates a traffic nightmare for students to the west of NW Broad to get to Siegel High
 - Concept 1 sends to Siegel. -Impossible left turn onto med center from Asbury. HS zone is too big..
 - Nobody SW of Broad should be zoned Siegel. Traffic & trains will be issue.
- Oakland HS zone
 - Traffic concerns of students zoned from Oakland to Riverdale HS.
 - Demographic concerns for Oakland HS in this concept

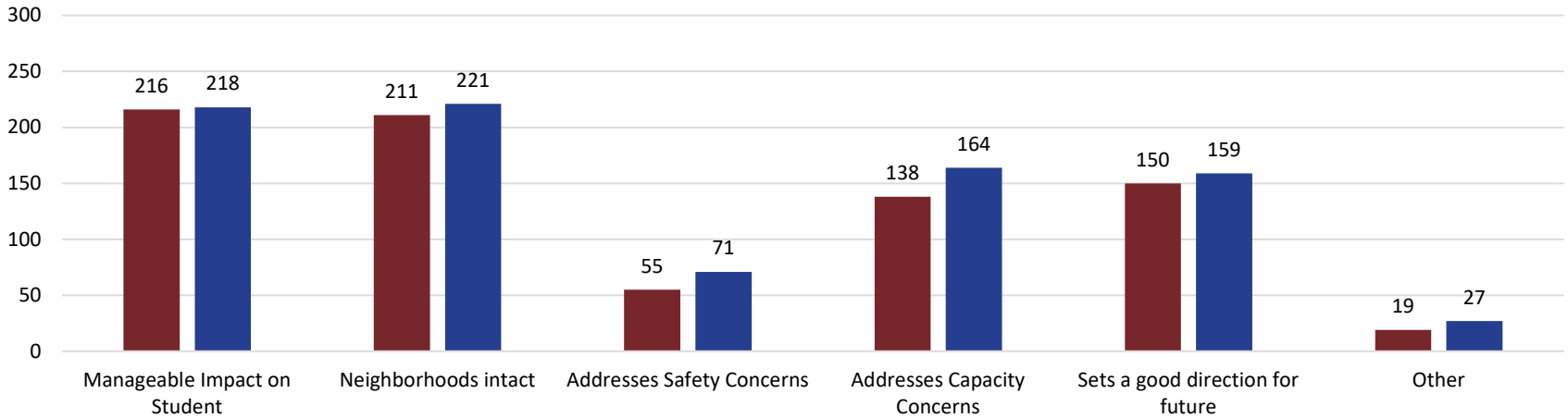
General Comments:

- Continued challenged at LaVergne HS is still overcrowded – These maps do not address the fact that LaVergne high school is already over capacity
- Consider prioritizing socioeconomics:
 - Neither concept map is equitable. All schools should be serving the downtown Murfreesboro students.
 - Downtown area shouldn't all go to one school. There must be an equitable distribution of students.
 - There needs to be fair equitability of free/reduced lunch students in each school zone.
- Concerns for Oakland HS – it is already full and is having to add more to its zone than any other school.
- Support for more portables until high schools or additions are built instead of moving kids around
- Move new students to open seats and let established students stay in their established school
- Consider grandfathering students that are impacted in rezoning, especially students in their final year in a building (5th grades, 8th grade, 12th grade)

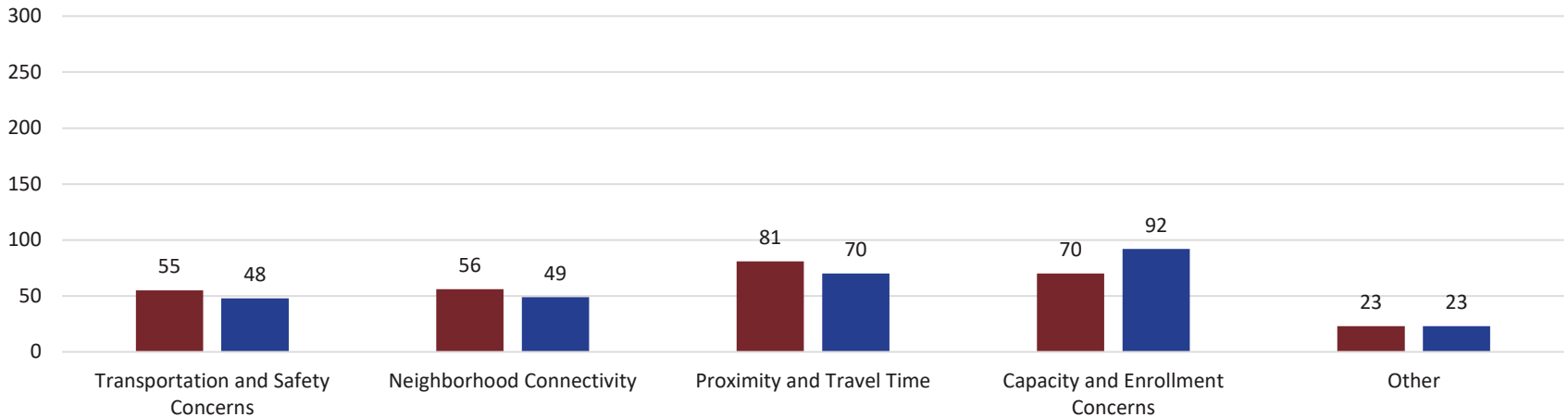
Survey Results: Middle School (part 2)



What do you like about this concept?
(utilizing the concept selected Question #1)



What concerns do you have about this concept?
(utilizing the concept selected Question #1)



Source: MetroQuest Survey, Sept. 2023.

Feedback Themes: Middle School

Note: Slide information is not an all-encompassing list of comments. It includes some of the high-level comments and general themes of feedback. A full list of survey comments is available on the district website.

Concept 1

- Concept #1 seems to have more of a neighborhood approach than Concept #2
- Like the area layout better in #1; fairness across schools and travel distances.
- Stewarts Creek zone
 - Consider not dividing Stonewood neighborhood due to majority in Stewarts Creek zone (Mandarin Court)
 - Consider proximity of Blakeney subdivision to Stewart Creek MS; travel and safety concerns if school zone is changed
 - Keeps Stewarts Creek Farms neighborhood in the same zone as the other side of Burnt Knob Rd (Stewart Springs)
 - Positive feedback on the zone for Concept #1 Stewarts Creek

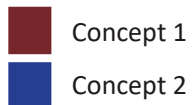
Concept 2

- Concept 2 makes sense geographically at present, but future growth may prove overwhelming.
- Would love for Thistle Downs to stay zoned as Blackman due to close proximity to the schools
- Opening a new school at a lower capacity rate is better than opening one at almost 95% full.
- Support for neighborhood connectivity in Concept #2; Concept #1 splits our neighborhood on each side of Almadale Rd
- Rockvale/Blackman zones
 - We've changed schools every time the zones change. Rockvale schools are twice as far away as Blackman
- Stewarts Creek zone
 - Positive feedback for maintaining Seven Oaks subdivision in Rocky Fork ES, Stewarts Creek MS and Stewarts Creek HS
 - There are too many kids @ Stewarts Creek in Concept #1 – Don't solve overcrowding in one area by crowding another

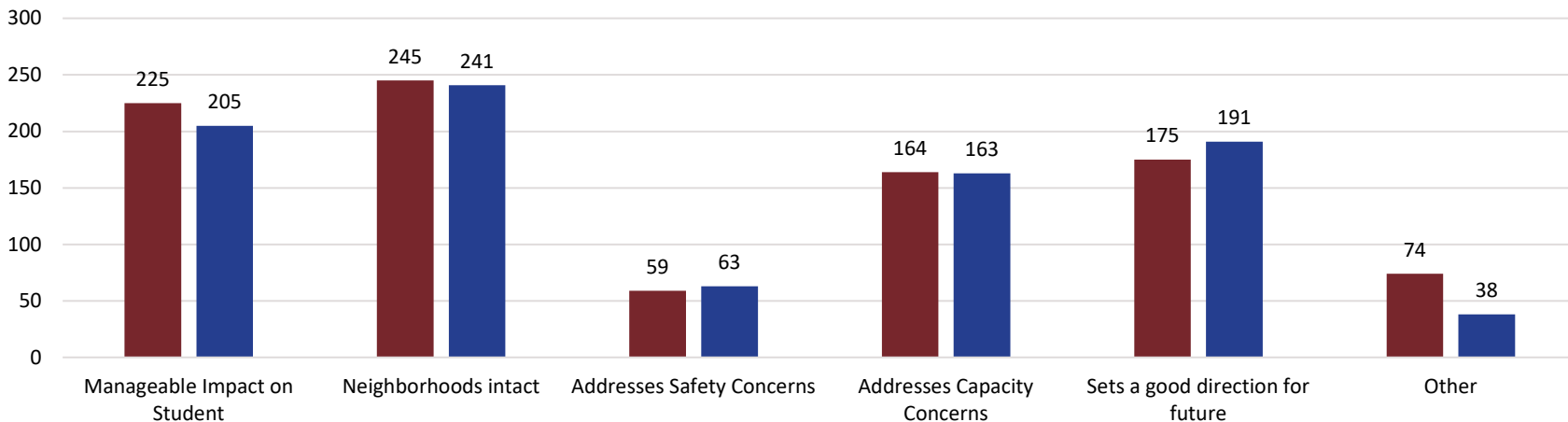
General Comments:

- Neither of these plans addresses the over crowding at LaVergne Middle
- Consider shifting students to Eagleville to free up capacity at Rockvale & Stewarts Creek
- Consider keeping Stewarts Creek Farms in Stewarts Creek Schools
- Concern for the lack of adequate roads to get people to and from any new middle school.
- Concern for the socioeconomics of middle school plan -- Don't put all inner-city students in one school.
- How does either concept address capacity concern for schools on the north end of the county?
- Raise impact taxes, slow the growth of the county by making it cost prohibitive to build here
- Consideration for a "Holloway High" like school for the middle school level
- Consider grandfathering students that are impacted in rezoning, especially students in their final year in a building (5th grades, 8th grade, 12th grade)

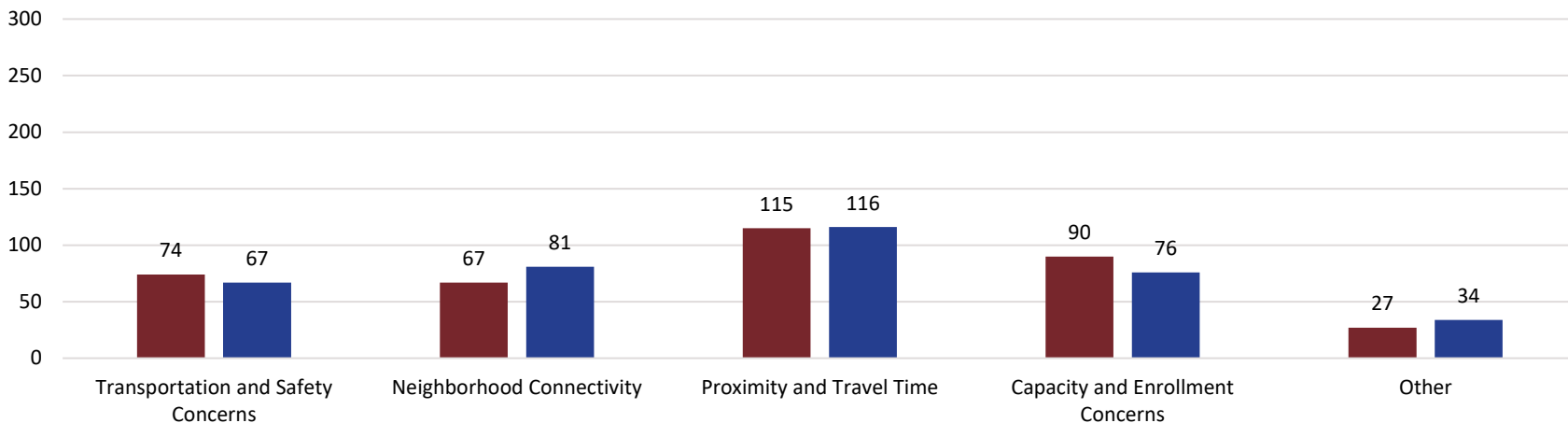
Survey Results: Elementary (part 2)



**What do you like about this concept?
(utilizing the concept selected Question #1)**



**What concerns do you have about this concept?
(utilizing the concept selected Question #1)**



Source: MetroQuest Survey, Sept. 2023.

Feedback Themes: Elementary

Note: Slide information is not an all-encompassing list of comments. It includes some of the high-level comments and general themes of feedback. A full list of survey comments is available on the district website.

Concept #1

- Concept #1 utilizes new ES more
- Challenges will be resolved for 6 schools with Concept #1. Concept #2, only 4 schools are resolved.
- Savannah Ridge and Indian Hills – Consider proximity to Barfield Elementary School (positive feedback for Concept #1)
 - Concept #2 rezones these neighborhoods to a school 8 miles away
- John Coleman shift heavily impacts some LaVergne students
- Proximity of Blakeney subdivision to Stewarts Creek ES – travel concerns if school zone is changed
- Neighborhood connectivity/Transportation Efficiency
 - Do not split subdivisions Woodmont/Woodcrest. It would double the buses in a high traffic area.
 - For Concept #1, I would have to pass a school to take my child to school. Not efficient
 - Concept #1 has less cross over of traffic on major roadways between 2+ school zones, reducing travel times

Concept #2

- Positive feedback for New ES zones in Concept #2 (Peebles Rd)
- Stewarts Creek zone
 - Is there a way to better utilize Stewarts Creek to lessen the load on Brown's Chapel?
 - Consider including Blakeney subdivision in Stewarts Creek zone (1.7 miles)
 - Positive feedback on Concept #2 for Stewarts Springs staying in Stewarts Creek
- Brown's Chapel & Blackman zones
 - Consider changing the SE corner (below Stones River National Battle) of Concept #2's Brown's Chapel area to Blackman
 - Consider maintaining Thistle Downs to stay zoned as Blackman due to close proximity to the schools
 - Move lower part of Brown's Chapel to Blackman for proximity

General Comments:

- Importance of balancing socioeconomic between the schools
- Concerns for impact to the students emotional, mental, and physical health and educational impact.
- Concerns for implications to home values with attendance zones changes
- Concerns for taking out of Stewarts Creek to move into Rock Springs
- Consider utilizing more natural dividing lines – Stewarts Creek Rd instead of Almaville Rd would be better
- Consider maintaining Clear Creek subdivision in Stewarts Creek zone (5 min drive vs Brown's Chapel 10 min drive)
- Consider the east side of Rocky Fork/Almaville – people will drive past Stewarts Creek to get to Brown's Chapel
- Concern for the community aspect in Buchanan in both the concepts
- We still need another Elementary right on the tail of this one.
- No long-term solutions. Bus routes will be VERY long. Will start times push back to accommodate?
- New zone adjustments places economic distress on our family due to our children being car riders.
- Consider grandfathering students that are impacted in rezoning, especially students in their final year in a building (5th grades, 8th grade, 12th grade)

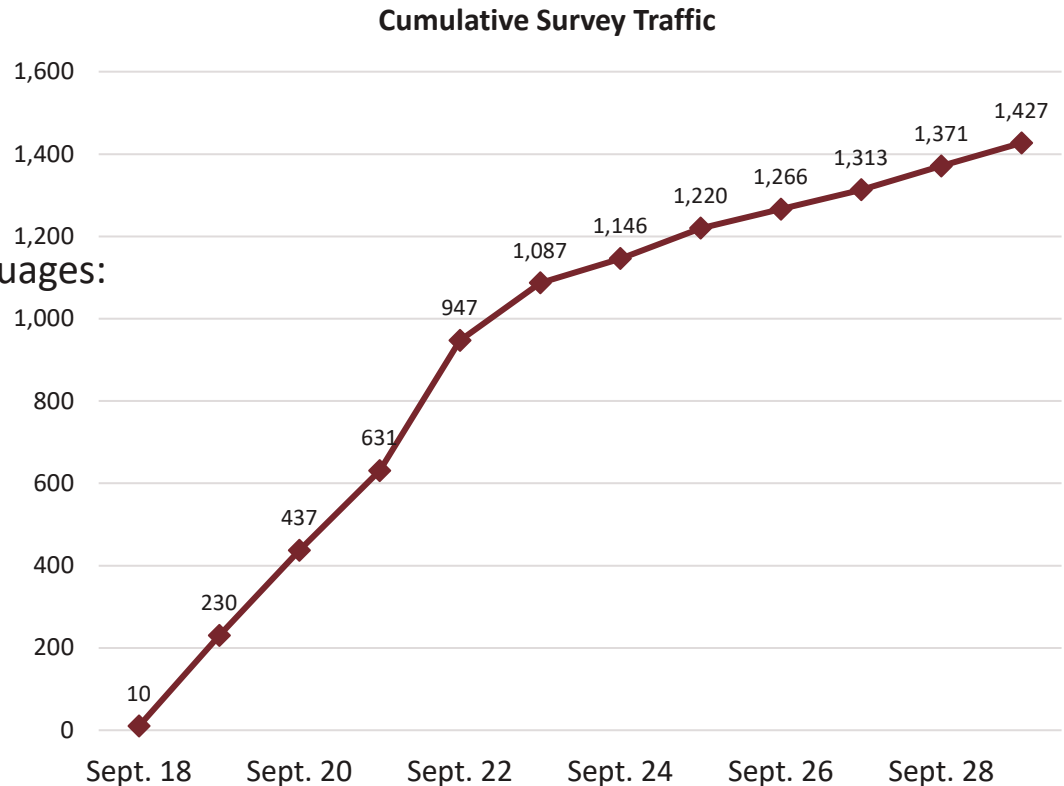
About the Survey

1,427 total participants

- Opened September 18th
- Closed September 29th

Survey was accessible in three languages:

- English (1,416 participants)
- Spanish (8 participants)
- Arabic (3 participants)



Source: MetroQuest Survey, Sept. 2023.

Survey traffic includes participant data. Participants are visitors who submitted data. Traffic data shown in America/Chicago Time Zone (UTC-5).

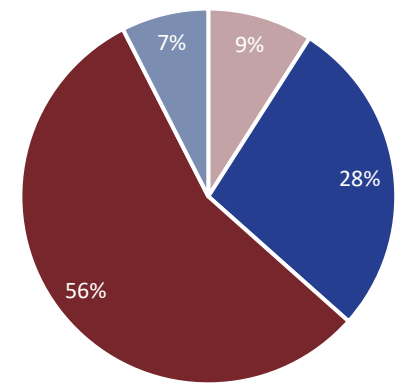
DISCLAIMER: Answering all questions in the survey was not required. Many participants only answered some of the questions in the survey. Participant totals for the results will differ by question throughout the survey.

About the Participants

- Majority of survey participants are parents of current students
- 79% of participants agreed more facilities are needed to have a long-term zoning solution
- Majority of survey participants either selected White as their race or did not answer

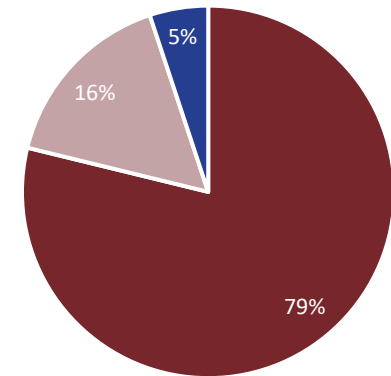
I am a... (select as many as apply)

- RCS Staff
- Community Member
- Parent of Current Student
- Parent of Former Student

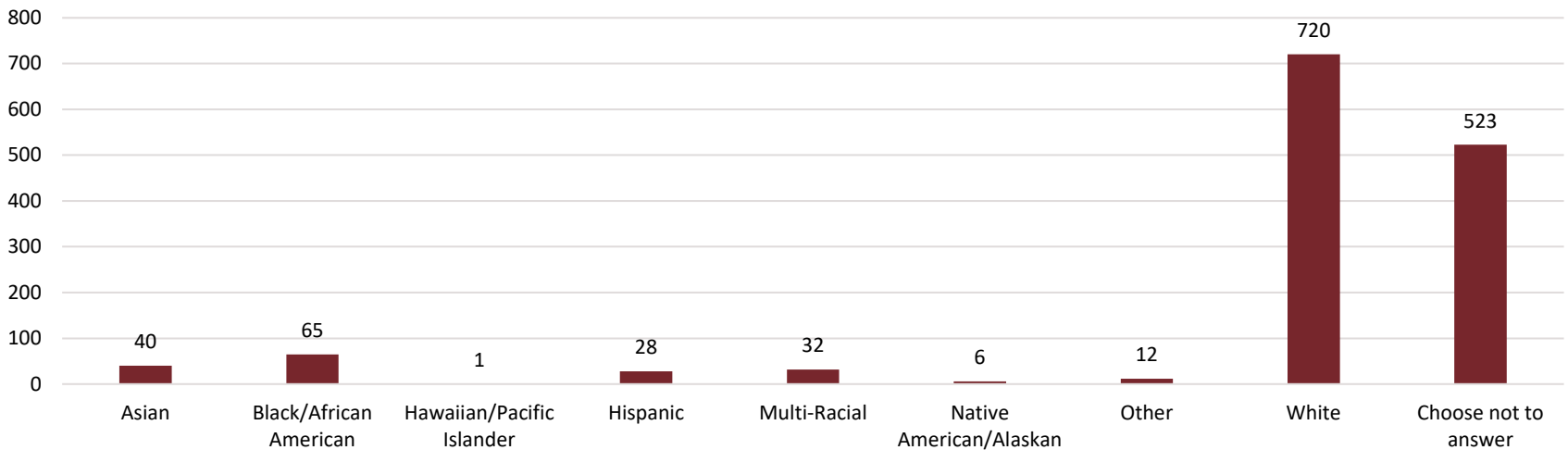


There is not a long-term zoning solution until more facilities are added to the district.

- I agree
- I am not sure
- I disagree

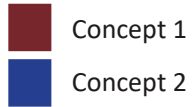


How would you describe your race?

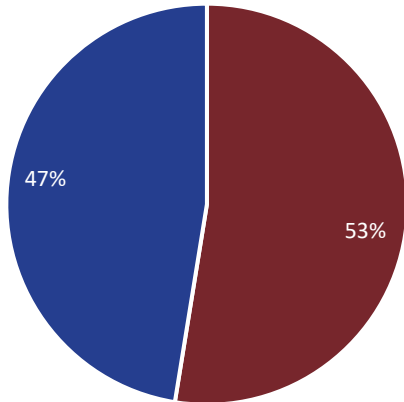


Source: MetroQuest Survey, Sept. 2023.

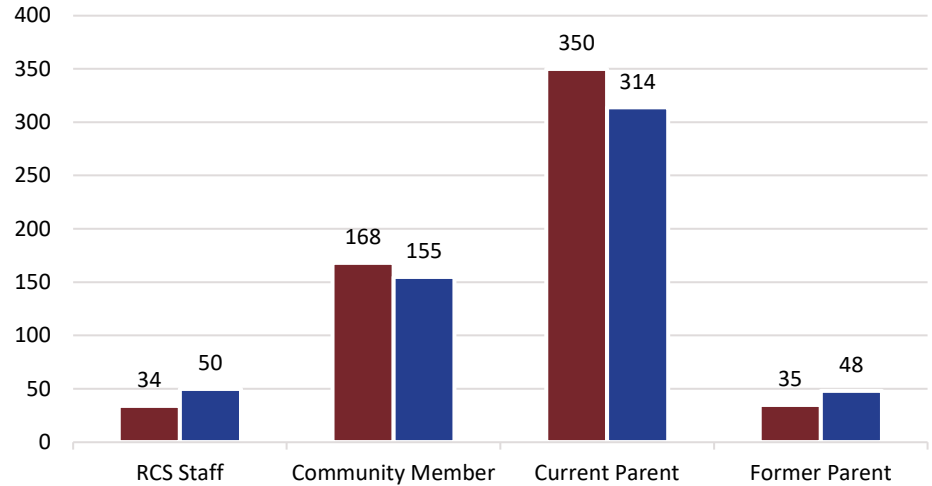
Survey Results: Elementary (part 1)



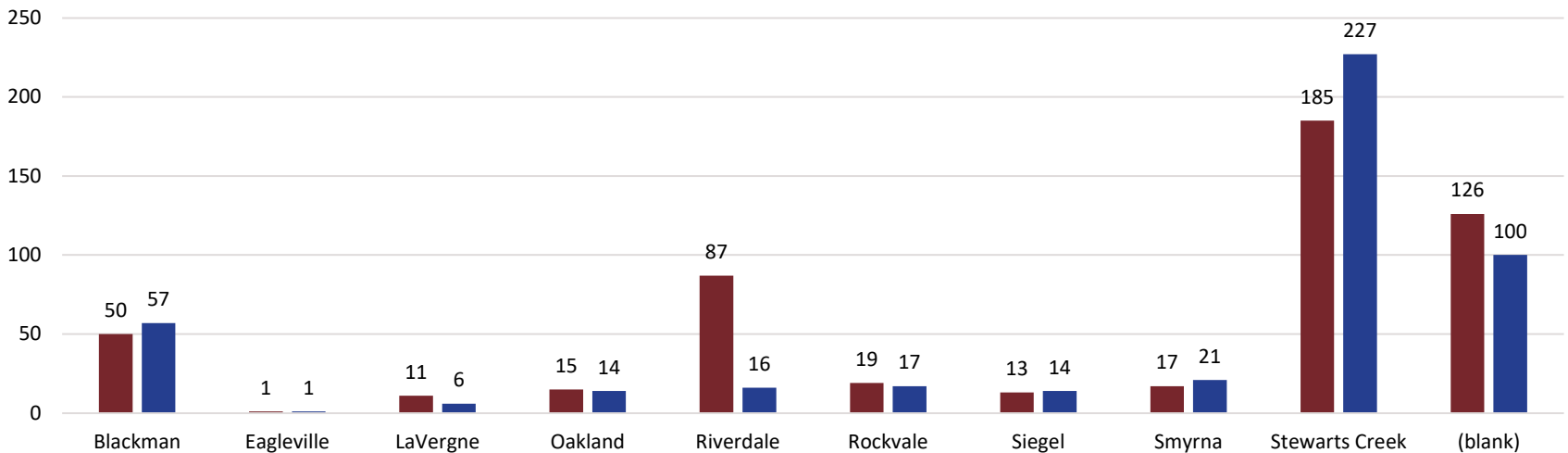
I support the following concept for elementary attendance zones...



Concept preference by role in community:

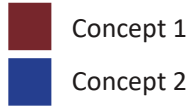


Concept preference by residing High School boundary:

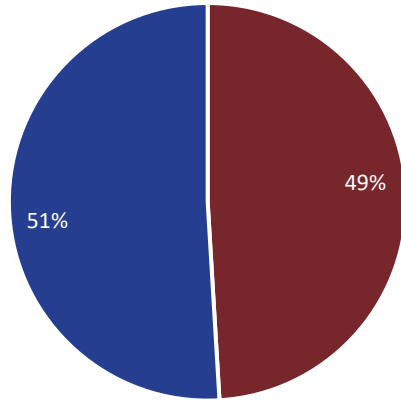


Source: MetroQuest Survey, Sept. 2023.

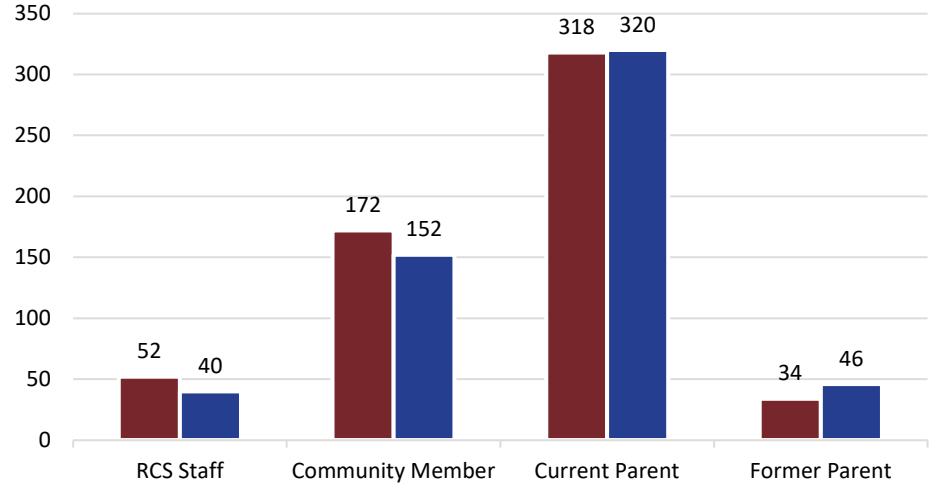
Survey Results: Middle School (part 1)



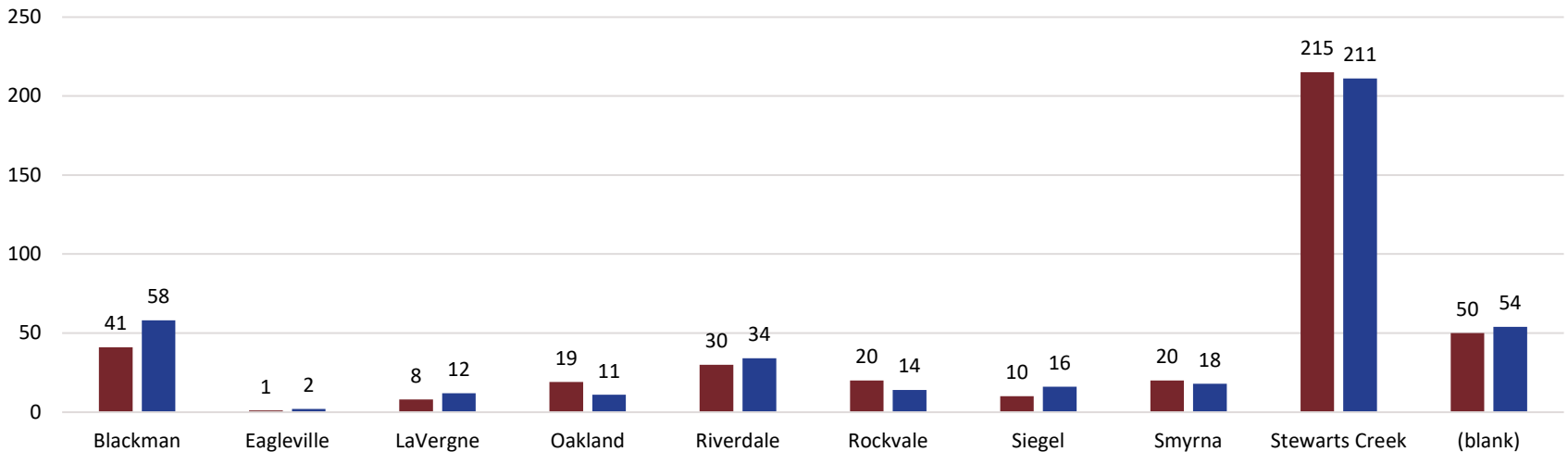
I support the following concept for middle school attendance zones...



Concept preference by role in community:

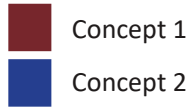


Concept preference by residing High School boundary:

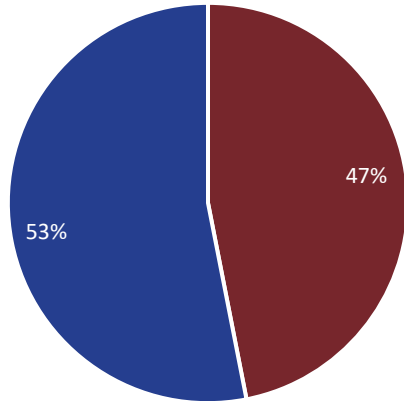


Source: MetroQuest Survey, Sept. 2023.

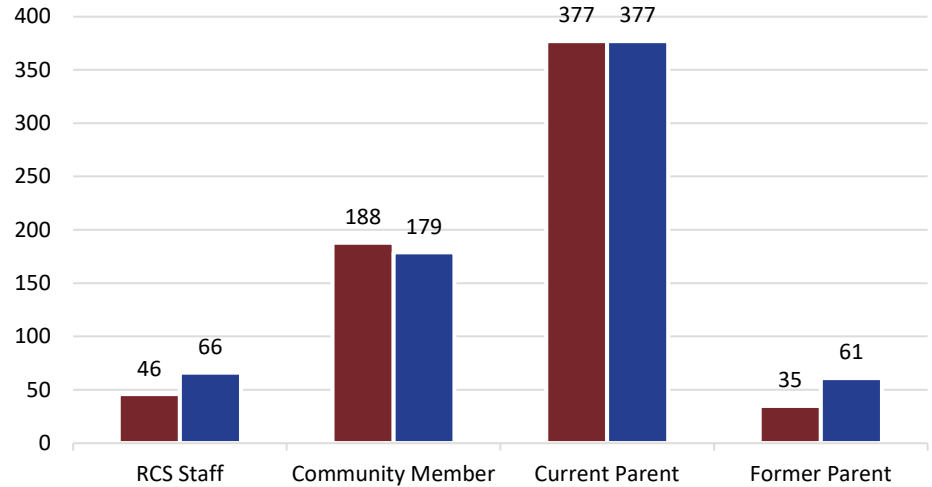
Survey Results: High School (part 1)



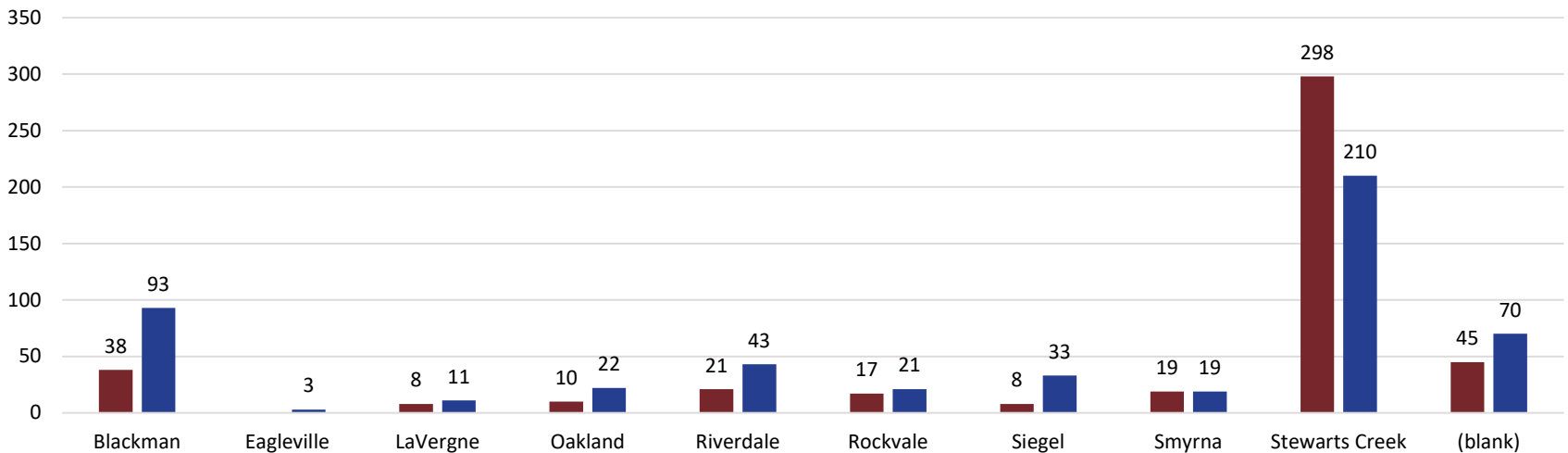
I support the following concept for high school attendance zones...



Concept preference by role in community:



Concept preference by residing High School boundary:



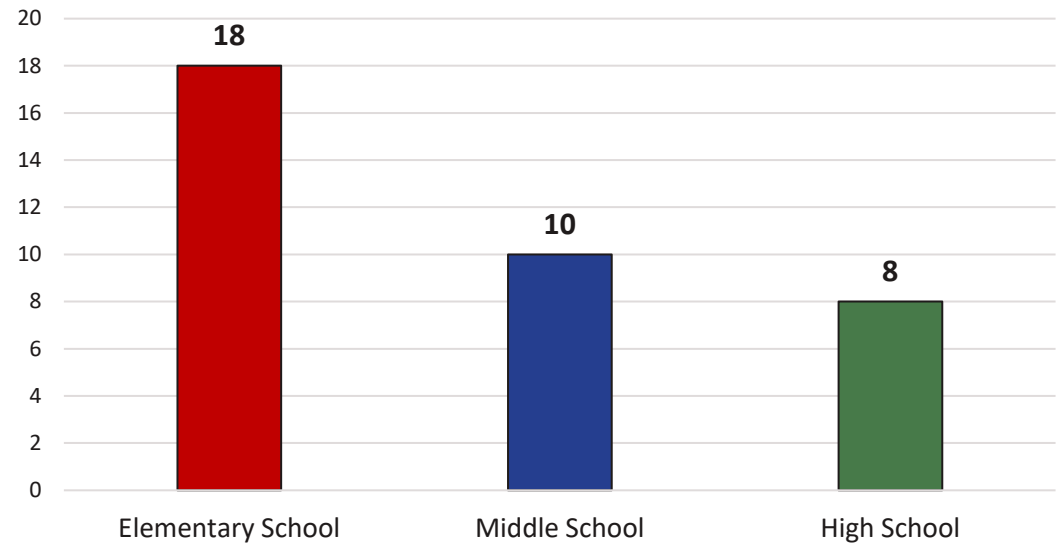
Source: MetroQuest Survey, Sept. 2023.

Survey Participants

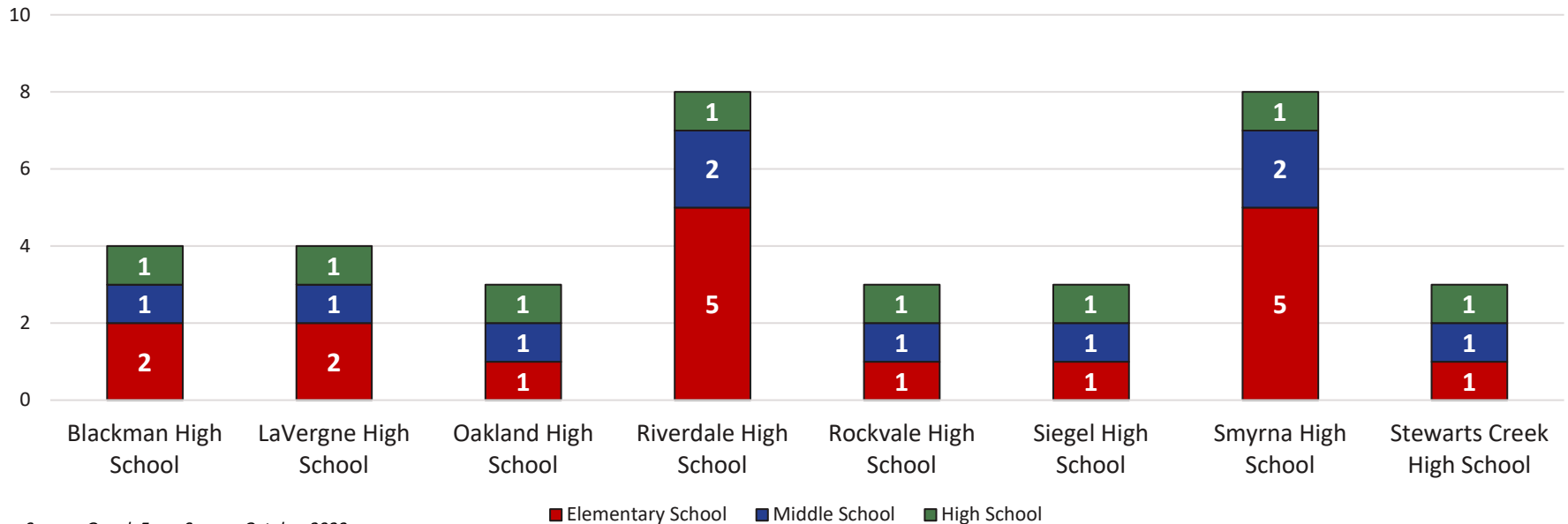
Main Takeaway

- 36 total responses to the staff input survey
- Only Eagleville zone was not represented in the survey results
- Riverdale and Smyrna zones had the most staff input

What school level are you associated with?



What High School zone does your school reside in?



Source: GoogleForm Survey, October 2023

RUTHERFORD COUNTY SCHOOL SYSTEM
2240 Southpark Drive
Murfreesboro, TN 37128

MINUTES OF OCTOBER 26, 2023

Board Members Present

Shelia Bratton, Board Chair
Claire Maxwell, Vice-Chair
Caleb Tidwell
Coy Young
Frances Rosales
Katie Darby
Tammy Sharp
Dr. James Sullivan, Director of Schools

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dr. Andrea Anthony.

3. MOMENT OF SILENCE

A Moment of Silence was observed in support of Ms. Tammy Sharp, and in support of others, as they fight their battle with cancer.

4. APPROVAL OF AGENDA

Motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to move #14. RESOLUTIONS to #9. HUMAN RESOURCES.

Vote: All yes
Motion passes.

Motion made by Mrs. Maxwell and seconded by Mrs. Rosales, to approve the agenda as presented.

Vote: All yes
Motion passes.

5. APPROVAL OF CONSENT AGENDA (TAB 1)

A. Minutes: Oct. 12, 2023, Board Meeting Minutes
B. Community Use of Facilities

FACILITIES USE
10/26/2023

Fees

Christiana Middle	Believers Faith Fellowship, church service, auditorium & cafeteria, 10/15/23, \$415, *retro review
Oakland High	Southern Force, softball practice, sports field, 10/26/23 – 7/31/24, \$18 per hour
Oakland Middle	Top Notch Basketball, practice & games, gyms, 2/21/24 – 5/31/24, \$18 per hour per gym
Roy Waldron	The Villas at Central Park HOA, meeting, library, 11/2/23, \$15 per room
Siegel High	SOZO Dance Academy, dance recital, classrooms & auditorium, 12/8/23 – 12/10/23, \$945
Siegel High	Spotlite Dance Studio, Christmas program, auditorium, 12/16/23, \$285
Siegel High	Spotlite Dance Studio, run-through, auditorium, 11/29/23, \$285
Siegel High	Spotlite Dance Studio, dance run-through, auditorium, 2/10/24, \$285
Siegel High	The Dancers School, performance, classrooms & auditorium, 5/29/24 – 6/1/24, \$360 per day

No Fees

Rock Springs Elementary	Universal Sports League, basketball practices and games, gym, 11/27/23-3/3/24, no fees
Stewarts Creek High	Ethos Youth Ensembles, rehearsals & concert, auditorium and band room, 11/13/23 – 4/29/24, no fees *In-Kind Agreement

Note: Facility use prior to 10/26/23 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. **All approvals are for no more than a 1-year period.**

C. School Salary Supplements and Contract Payments:

Certified-Name	NTE Amount	School	Funded By	Description
Barry Wortman	\$6,000.00	Blackman High	School Funds - Athletics	Facility Supervision
Tyler Eady	\$1,000.00	Oakland High	School Funds - Girls Soccer	Mowing soccer field
Frances Spintzyk	\$23.50 / hour	Oakland Middle	Outside group - Use of Facilities	Site Supervision
Melissa West	\$23.50 / hour	Oakland Middle	Outside group - Use of Facilities	Site Supervision
Ricky Field *3	\$450.00	Riverdale	School Funds - Football	Assistant Football Coach
Austin Sisco	\$1,200.00	Riverdale	School Funds - Football	Head Freshmen Football Coach
Michael Stone	\$1,000.00	Rockvale High	School Funds - Swimming	Lifeguard / Assistant Swimming Coach
Michael Davis	\$2,000.00	Stewarts Creek High	School Funds - Football	Practice Field maintenance
William Hawkins, Jr.	\$2,300.00	Stewarts Creek High	School Funds - Football	Concession Stand Operations
Jeffrey Sobocinski *6	\$2,500.00	Stewarts Creek High	School Funds - Various	Bus Driver

Non-Faculty Name	NTE Amt.	School	Funded By	Description
Michael King	\$1,840.50	Oakland High	Oakland High School Band Boosters	Band Staff
Kaylee Joslyn	\$2,240.00	Oakland High	Oakland High School Band Boosters	Band Staff
Tonya Lawson	\$930.00	Oakland High	Oakland High School Band Boosters	Band Staff
Valanna Lyons	\$3,000.00	Oakland High	Oakland High School Softball Boosters	Assistant Softball Coach
Wilson Sharpe	\$600.00	Oakland High	Oakland High School Band Boosters	Band Staff
Jesse Lowery *3	\$450.00	Riverdale	School Funds - Theatre	Music Directing - teaching music
Andrew Brown	\$1,000.00	Rockvale High	School Funds - Swimming	Lifeguard / Assistant Swimming Coach
Elizabeth Dentino	\$500.00	Rockvale High	School Funds - Cross Country	Assistant Cross Country Coach
Brittini Young	\$1,000.00	Rockvale High	School Funds - Swimming	Assistant Swimming Coach
Reuben Fletcher	\$2,242.70	Rockvale Middle	School Funds - Football	Assistant Football Coach
Derek King	\$2,242.70	Rockvale Middle	School Funds - Football	Assistant Football Coach
Daniel Draper	\$35 / hour	Siegel High	Siegel High School Band Boosters	Private lessons - drumline/tenor drum
Nicholas Newby	\$1,800.00	Siegel High	School Funds - Boys Soccer	Assistant Boys Soccer Coach - Spring 2023

Classified-Name	NTE Amt.	School	Funded By	Description
Brandon Utley *2	Hourly	Oakland High	School Funds - Indoor Facility	Additional custodial work for the 2023 / 2024 school year

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

D. Non-Faculty Volunteer Coaches:

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

The following non-faculty volunteer coaches are for the 2023-24 school year:

NAME	SCHOOL	SPORT
Mastin, Jabahri	Blackman Middle	Boys Basketball
McClellan, Micah	Blackman Middle	Baseball
Yancey, Jonathan	Blackman Middle	Track
Saller, Steve	Christiana Middle	Wrestling
Lyons, Valanna	Oakland High	Softball
McHenry, Joe	Rockvale High	Softball
Vinson, Chad	Rockvale High	Boys Basketball
Judy, Alice	Rocky Fork Middle	Band
Draper, Daniel	Siegel High	Band
Addison, Tyler	Smyrna High	Swim
Wright, Bobby	Stewarts Creek Middle	Girls Basketball
Buchanan, Larenta	Whitworth-Buchanan	Boys Basketball
Krepp, Phillip	Whitworth-Buchanan	Archery

Motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve the consent agenda as presented.

**Vote: All yes
Motion passes.**

6. RUTHERFORD PROUD

RCS Career and Technical Education Coordinator, Tyra Pilgrim has been named one of five finalists for the National Administrator of the Year by the Association of Career and Technical Education. Pilgrim was named the Region II Administrator of the Year earlier this month. Region II consists of Tennessee, Virginia, South Carolina, North Carolina, Georgia, Florida, Alabama, and Kentucky. Pilgrim will attend the national awards ceremony in Phoenix in November to learn whether she has been selected the national winner.

Ms. Pilgrim thanked the Board and explained the application process. She is grateful for the support and the honor to represent RCS.

7. PUBLIC COMMENT*

Sienna Hall – Eighteen-year veteran teacher, parent of former and current students from Rutherford County Schools and past president of Rutherford Education Association. She is speaking on behalf of the MOU that is up for vote.

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

8. GUEST SPEAKERS

- Presented at the Board Work Session: Perry Weather Presentation by Cade Clayton.

Perry Weather is a weather monitoring and alert system that can help with all outdoor weather activities like sports, recess, snow days, school arrival and departure.

- Board Meeting: Chris McIntyre and Kerry Young are available remotely to answer questions regarding CMTA.

The Board has previously voted in favor of proceeding with negotiating with CMTA for materials and services to provide an energy savings program for the school system. The form and structure of an Energy Savings Agreement has been negotiated between CMTA and Board Attorney Jeff Reed.

Mr. McIntyre, Engineering and Construction, Warren County KY Schools and Mr. Young, former Board Member Warren County KY Schools provided valuable insight into their experience with CMTA. A question and answer session was held with the Board.

9. HUMAN RESOURCES (TAB 2)

MEMORANDUM OF UNDERSTANDING WITH PROFESSIONAL EDUCATORS - The Board of Education Management Team and the Professional Educators of Rutherford County, represented by the Rutherford Education Association in the collaborative process has reached agreement as presented in the Memorandum of Understanding.

Motion made by Mrs. Darby and seconded by Ms. Sharp, to postpone the approval of the Memorandum of Understanding between the Rutherford County Board of Education and the Professional Educators of Rutherford County Schools as presented until November 9, 2023.

Roll Call Vote:

Mr. Tidwell – Yes

Mr. Darby – Yes

Mrs. Maxwell – No

Ms. Sharp – Yes

Mrs. Rosales – Yes

Mr. Young – Yes

Mrs. Bratton - No

Vote: Majority

Motion passes.

10. ZONING UPDATE

After the public input meetings and principal meetings, RSP has new recommended concept maps. They are a combination of concept 1 and concept 2 plans. New concept maps will address some of the community concerns and recommendations.

11. ENGINEERING AND CONSTRUCTION (TAB 3)

Mr. Lee stated in follow up to the earlier discussion regarding CMTA, that RCS has been proactive with energy savings, specifically with HVAC and night set back. He reiterated that huge savings can be made by using LED lighting.

Request to change the Plainview Elementary School building signage. Dr. Mark Gonyea is requesting to replace the school logo signage on the front of the building. The cost for this project is estimated to be \$6,080.81 and to be funded from school funds. Engineering and Construction has reviewed the request and recommends approval.

Motion made by Mr. Tidwell and seconded by Ms. Sharp, to approve Plainview Elementary School request to install a new building logo as presented at no cost to the Board.

Vote: All yes

Motion passes.

Possible land acquisition:

The Board recently toured a property in North Rutherford County along Rocky Fork Road. At the October 12th Board meeting, the request was made on next steps regarding this property.

Additionally, the Board has been approached about a property on Stewart Creek Road. Mr. Trey Lee will give an overview of anticipated site and developmental costs for both locations.

New motion made by Mrs. Rosales and seconded by Mr. Tidwell, to approve authorization for Jeff Reed to begin negotiation with the property owners and their designee along Rocky Fork Road in North Rutherford County.

**Vote: All yes
Motion passes.**

New motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to approve authorization for Jeff Reed to begin negotiation with the property owners and their designee along Stewart Creek Road.

**Vote: Majority
Abstain: Mr. Tidwell
Motion passes.**

Transition Academy

Discussed starting a new Transition Academy building at Tuesday's board work session. The Board asked that a motion be added to the Nov. 9 agenda proposing sites be built or acquired at both the North and South ends of the county.

12. FINANCIAL MATTERS (TAB 4)

Fund 141 Budget Amendments

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state funded FY 23-24 Public School Security Grant and the carryover amount of the FY 22-23 Safe Schools Grant. These monies will be used to provide digital threat assessment training for SRO's, active shooter training to school staff, the purchase of radios/repeaters, radio software, weapon detection systems, bullet resistant film, cameras, and portable lighting and generators. Both grants total the amount of \$2,361,940 and have been approved by the State Department of Education. There is not a required local match for either grant.

Motion made by Ms. Sharp and seconded by Mrs. Darby, to amend the FY 23-24 General Purpose School Budget to reflect the Public School Security Grant award and Safe Schools carryover money as presented.

**Vote: All yes
Motion passes.**

This amendment increases budgeted Fund 141 revenue and expenditures to recognize the awarded amount of the state funded FY 23-24 Innovative Schools Model Grant. This grant will be allocated to fund additional CTE positions at RCS High Schools. It also provides other supplies, materials,

equipment, and capital outlay for innovation in CTE Programs of Study at the High School and Middle School levels. The grant is for the amount of \$17,000,000 and has been approved by the State Department of Education. There is no required local match.

Motion made by Mr. Tidwell and seconded by Mrs. Rosales, to amend the FY 23-24 General Purpose School Budget to reflect the Innovative Schools Model Grant award as presented.

**Vote: All yes
Motion passes.**

13. LEGAL

Request for Board direction on 814 S. Church Street design fees: RCS is currently utilizing the RFQ for architect services from 2021. The only architect from this approved RFQ that provided pricing was Goodyn, Mills, and Cawood. Within the last two weeks, RCS has released a new RFQ, as required for architects. A target date for Board approval of the committee's recommended architects from this RFQ is December 7th.

Motion to approve: EITHER.

- **Utilization of Goodwyn, Mills, and Cawood lump sum price of \$95,000 and minimal Civil Design up to \$55,000. Engineering and Construction recommends including an allowance for Civil not to exceed \$35,000 and an allowance for reimbursables at \$20,000 for a total anticipated cost to the Board of \$150,000. The fee structure is based on 100 students maximum using the basement and first floor, the second floor being undetermined an estimated renovation cost of 2,000,000, and minimal Civil Design to address the building structure for the revised flood plain elevations.**

OR

- **Postponement of architect services until after new RFQs have been secured and recommendations established. Note, this will delay the opening of 814 S. Church Street until 2023-2024 SY.**

Motion made by Mr. Tidwell and seconded by Mrs. Maxwell, to approve postponement of architect services until after new RFQs have been secured and recommendations established. Note, this will delay the opening of 814 S. Church Street until 2023-2024 SY.

Roll Call Vote:

**Mrs. Rosales – Yes
Ms. Sharp – Yes
Mr. Young – Yes
Mr. Tidwell – Yes
Mrs. Maxwell – Yes
Mr. Darby – Yes**

Mrs. Bratton - Yes

Vote: All yes

Motion passes.

14. RESOLUTIONS (TAB 5)

The first part of the Resolution was signed and mailed to each of our State Representatives and Senators on Oct. 11, 2023.

Lockdown Training for Substitute Teachers. There is currently no requirement for substitute teachers to have lockdown or school security training. Most of our schools will have some number of substitute teachers on a daily basis. It would enhance school security for substitute teachers to have lockdown and school security training.

Recommended motion made by Mrs. Rosales and seconded by Mrs. Maxwell, to require all substitute teachers in the Rutherford County school system to obtain lockdown and school security training by March 15, 2024, and that all new substitute teachers receive such training within 60 days of start date with the sub vendor.

Vote: All yes

Motion passes.

Students, teachers, and staff are frequently victims of students who make false bomb threats or other threats against a school. Such threats are disruptive to schools and distressing to students and staff. Many of the punishments for such actions are not sufficient deterrents to some students. The revocation of a student's driver's license may be a more effective deterrent for some students. The attached Resolution is proposed for the legislature to consider adopting laws allowing the revocation of driver's licenses for individuals who make threats against schools.

Recommended motion made by Ms. Sharp and seconded by Mrs. Rosales, to approve adopting the proposed Resolution and forward the same to our legislative delegation.

Vote: All yes

Motion passes.

15. CURRICULUM AND INSTRUCTION

Presented at the Board Work Session: Meagan Turnbow, ESL Coordinator, will give the board an update from the first quarter regarding current ESL numbers, staffing, and projected future growth.

TISA Accountability Report - For information only.

As part of TISA, T.C.A. § 49-3-112 requires each school district, starting in the 2023-24 school year, to submit an annual accountability report to the Tennessee Department of Education. This

report must include goals for student achievement and an explanation of how the district's stated goals can be met within the district's budget.

Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1st.

Furthermore, each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to T.C.A. § 49-3-114 to determine whether the school district is taking the proper steps to achieve their stated goal.

16. INSURANCE UPDATE

Dr. Anthony reported that open enrollment closed this week.

17. FINANCIAL REPORT

Nothing new to report.

18. DIRECTOR'S UPDATE

Nothing new to report.

19. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE

Mrs. Rosales will provide an update on November 7, 2023.

20. FEDERAL RELATIONS NETWORK (FRN) UPDATE

Nothing new to report.

21. GENERAL DISCUSSION

Mrs. Maxwell has requested that RCS' talented structured setting students and special education students receive invitations to board meetings and obtain recognition for their amazing achievements.

Ms. Sharp reiterated the purchase of the E-Hall pass technology is to keep children safe and accounted for, especially in the event of an emergency. As a result, with the influence of social media, there has been a lot of bathroom vandalism and extreme damage. Costly modifications are continuously being made to remediate the issue.

Mrs. Rosales requested that Mr. Lee provide an inventory list of available land and his recommendations. Mrs. Darby stated that she has requested and received this information from Mr. Lee in August and shared this with the Board at that time.

Mrs. Bratton asked the Board to wear sports attire to the Board Retreat in support of the Central Office United Way campaign.

22. ADJOURNMENT

Motion made by Mrs. Darby and seconded by Mrs. Maxwell to adjourn the meeting at 7:19 P.M.

Approval of Agenda Minutes

Shelia Bratton, RCS BOE Chairman

Date

Dr. James Sullivan, RCS Director of Schools

Date

Bid #3708 - Apartment Renovation (Central Magnet School)

Bidders	Base Bid (Complete Job)
CanSon Construction	\$75,225.00
Chris Whitaker Construction	\$48,127.00

Mailed to 40 vendors
38 vendors did not respond

Recommend: Motion to approve to Chris Whitaker Construction for overall lowest and best bid.

To be funded from General Funds and/or Capital Projects

**Bid #3710
Kitchen Equipment**

Item #	Item Description	Chef's Depot	Hotel and Restaurant	Strategic
1	Convection Oven, Gas	\$ 24,997.77	\$ 17,385.00	\$ 19,426.91
2	Convection Oven, Gas	\$ 24,997.77	\$ 17,385.00	\$ 19,426.91
3	Convection Oven, Gas	\$ 24,997.77	\$ 17,385.00	\$ 19,426.91
4	Dishwasher, Conveyor Type	\$ 38,870.46	\$ 37,740.00	\$ 37,087.88
5	Work Table Stainless Steel	\$ 834.73	\$ 650.00	\$ 1,220.39
6	Work Table Stainless Steel	\$ 1,059.97	\$ 895.00	\$ 1,504.17
7	Work Table Stainless Steel	\$ 1,134.89	\$ 940.00	\$ 1,549.99
8	Combi Oven, Electric	\$ 51,721.65	\$ 56,736.00	\$ 52,746.22
9	Convection Steamer, Electric	\$ 23,259.73	\$ 25,304.00	\$ 25,056.35
10	Combi Oven, Gas	\$ 52,749.68	\$ 57,468.00	\$ 53,797.16
11	Combi Oven, Gas	\$ 52,749.68	\$ 57,468.00	\$ 53,797.16
12	Dishwasher, Conveyor Type	\$ 38,870.46	\$ 37,740.00	\$ 37,087.88
13	Dishwasher, Conveyor Type	\$ 38,870.46	\$ 37,740.00	\$ 37,087.88
14	Combi Oven, Electric	\$ 50,692.36	\$ 55,736.00	\$ 51,694.80
15	Combi Oven, Gas	\$ 52,749.68	\$ 57,468.00	\$ 53,797.16
16	Combi Oven, Gas	\$ 52,749.68	\$ 57,468.00	\$ 53,797.16
17	Combi Oven, Gas	\$ 27,640.34	\$ 57,468.00	\$ 28,164.08
18	Convection Steamer, Gas	\$ 24,305.92	\$ 24,725.00	\$ 22,337.61

Mailed to 18 vendors
15 vendors did not respond

Recommend: Motion to award to lowest and best bid as shown.

To be funded through School Nutrition Funds.

Request to Purchase:

Riverdale High School Archery would like to purchase a trailer not to exceed \$6,000.00.

To be funded through Riverdale High School

Request to Purchase:

Oakland High School would like to purchase a Kubota Tractor V Series RTV-X1140WL-H from Sourcewell Contract #031121 in the amount of \$21,000.00.

To be funded through Oakland High School

School Salary Supplements + Contract Payments

Consent Agenda

11/7/23

				Not to Exceed		Funded	
	Name			Amount	School	By	Description
1	Brandon Bassham			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Certified	Richard Bolden			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Isaac Haley			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Blake Hill			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Mac Jones			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Chris Lynch			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Emily Marshall			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Michael McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Davy McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Leigh Ann Nichols			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Allan Pepper			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Joey Reed			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Darren Shanks			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jennifer Snell			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Joseph Wilson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Brandon Bassham			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Mac Jones			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Alan Pepper			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Joey Reed			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Darren Shanks			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Bo Tollett			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Todd Williamson			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Joseph Wilson			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
2	TJ Allen			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Non	Grey Barker			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
Faculty	Keydon Bassham			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Koltt Bassham			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Caleb Brown			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Hagen Bugg			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Brady Burns			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	James Buttery			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Shane Chapman			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Cadence Chapman			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

	Camden Cole			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Gabe Cole			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Tim Cole			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Carrington Creasy			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Madison Curtis			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Cate Darnell			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jordan Davenport			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Rhett Deaton			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	David Deaton			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Henry Deaton			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jamie Demonbreum			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Brandon Dickerson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Christian Edmondson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Hayden Edmondson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Mike Edmondson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Benton Fox			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Greg Fox			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Shawn Futtrell			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Holt Gilespe			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	CJ Goers			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Drake Goers			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Justin Granstaff			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Trevor Griffin			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Micah Harris			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Tucker Hicks			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jeff Hoeft			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Ty Hoeft			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Kinslee Inlow			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Deason Jones			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Bryson Kelley			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Max Kirby			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Alex Klarer			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Alex Klarer			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Cason Lamb			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Bobby Leathers			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Josh Letzler			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Greg Logan			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Madi Marsh			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Sarah Marshall			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Noah Marshall			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools

	Eliza McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Elizabeth McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Rylee McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Owen McClaran			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Tim McGehee			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Hayden McMahon			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Karah McMahon			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Bryce Messer			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Noah Miller			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Josh Moates			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Shelbie Mooneyham			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jackson Nichols			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Luke Parish			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Lucy Pedigo			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Cody Pepper			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jeremiah Phillips			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Hunter Poff			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Conner Poff			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jessica Preston			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Robbie Reasonover			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jordan Reed			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Josh Rumley			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Tyler Rumley			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Isabella Sawyer			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Brayden Shockey			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Tanner Shockey			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Brayden Shockey			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jack Smith			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Bobby Snell			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Kevin Snell			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jamison Spann			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Darnell Spann			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Zach Stevens			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Lizzy Thompson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Meah Thompson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Lucas Thompson			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Grace Thrasher			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Riley Warbritton			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Sydney Williams			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Jake Wood			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Cole Yoders			1,200.00	Eagleville	School Funds - Jr Pro Basketball	Officiating for Jr Pro Basketball at various County schools
	Austin Bailey			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Koltt Bassham			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Matthew Boyette			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Ryleigh Cobb			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Hayden Edmondson			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Eric Hawks			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Bobby Leathers			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Rylee McClaran			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Tim McGehee			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Luke Parrish			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Chris Payne			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Cody Pepper			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Robert Smith			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball
	Kevin Snell			1,000.00	Eagleville	School Funds - Basketball	Officiating for JV Basketball

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 10/18/2023 from Robbi Clements, contractor of bus #75, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract #75 from Robbi Clements, effective as soon as possible.

Bus 75

Robbi Clements <bamarama75@hotmail.com>

Wed 10/18/2023 12:06 PM

To:Wanda Barnett <barnettw@rcschools.net>

Cc:Suzanna Lannom <LannomS@rcschools.net>

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

To whom it may concern.

I Robbi Clements would like to turn in the contract for Bus 75 effective as soon as you can find someone to take it over. Sincerely Robbi Clements.

Sent from my iPhone

Sent from my iPhone

Sent from my iPhone

Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 10/12/2023 from Robert Wayne Barrett, contractor of bus #21 requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract #21 from Robert Wayne Barrett, effective as soon as possible.

October 12, 2023

Rutherford County Board of Education:

I, Robert Wayne Barrett, resign my Bus #21 contract with Rutherford County Schools on October 12, 2023. Please waive the 60 day notice.

Sincerely,



Robert Wayne Barrett
Robert

MEMORANDUM OF
UNDERSTANDING 2023-2026

RUTHERFORD COUNTY BOARD OF
EDUCATION

AND

PECCA REPRESENTATIVES
SELECTED BY THE RUTHERFORD
EDUCATION ASSOCIATION

Chapter 1: Acknowledgements

Rutherford County Schools would like to take an opportunity to acknowledge and thank those individuals who participated in the collaborative conferencing on behalf of the Professional Employee Organization (i.e., Rutherford Education Association) and the school district. Those individuals are presented below and distinguished based upon the entity they represented during this process.

(CHAPTER CONCLUDES)

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(CHAPTER CONCLUDES)

CHAPTER 3: BASIC AGREEMENT PROVISIONS

Preamble

This Agreement is made and entered into on this the 3rd of August, by and between the Rutherford County Board of Education, and the representatives of the professional employees of the Rutherford Education Association as provided under Tenn. Code Annotated § 49-5-605.

Definitions

Terms defined in the “Basic Agreement Provisions” chapter have their assigned meanings, and the following terms have the assigned meanings throughout this Agreement:

Administrator. “Administrator” means the management team as defined in Tenn. Code Annotated § 49-5-602 (4).

Agreement. “Agreement” means the Memorandum of Understanding between the Rutherford County Schools Board of Directors and Rutherford Education Association presented herein.

Association. “Association” means the Rutherford Education Association.

Board of Education. “Board of Education” or “Board” means the Rutherford County Schools Board of Education.

Collaborative Conferencing. “Collaborative Conferencing” means the process by which the chair of a Board of Education and the Board’s professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult and discuss and to exchange information, opinions and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.

Day. “Day” means any weekday, Monday through Friday, in which schools are open during the normal school year. For the purposes of a grievance or filing of a complaint, the first day to be counted shall begin at 8:00 AM the following day. When school is not in session, a “day” shall be Monday through Friday, excluding holidays.

District. “District” means Rutherford County Schools.

Employees’ Team. “Employees’ Team” means those representatives who are chosen pursuant to Tenn. Code Annotated § 49-5-605 to represent professional employees in collaborative conferencing with the Board of Education.

Grievance. “Grievance” means any claim by any professional employee or the professional employees’ organization that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation, misinterpretation, or misapplication of any written policy or

practice of the Board of Education.

Grievant. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim pursuant to the grievance procedure found in this Agreement.

Management Personnel. "Management Personnel" means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs or general management and shall specifically include principals, assistant principals, supervisors and others whose primary responsibilities are administration rather than teaching.

Management Team. "Management Team" means those professional employees certified by the Board of Education to represent the Board in the collaborative conferencing process.

Memorandum of Understanding. "Memorandum of Understanding" or "MOU" means the written document that memorializes and records the understanding reached by the Board of Education and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth within the Agreement.

Parties. "Parties" means the Board of Education and respective representatives as well as the Professional Employees' Organization (POE) and respective representatives.

Professional Educators Collaborative Conferencing Act of 2011. "Professional Educators Collaborative Conferencing Act of 2011" or "PECCA" means the process described and authorized pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Professional Employee. "Professional Employee" or "Employee" means any person employed by any local board of education in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Tenn. Code Annotated § 8-36-8.

Professional Employee Organization. "Professional Employee Organization" or "PEO" means any organization with membership open to professional employees, as defined in subdivision (8) of Tenn. Code Annotated § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of students.

Representative. "Representative" means any person, or group of persons, organization or association that is designated and authorized by the professional employees or the Board of Education to act for the professional employees or the Board, respectively, in the collaborative

conferencing process.

School Board Policy. "School Board Policy" means those policies adopted by the Rutherford County Schools Board of Education and posted on the Board's website for public access.

School Board Procedure. "School Board Procedure" means those administrative procedures established by the district and posted on the Board's website for public access.

Supervisor. "Supervisor" means any professional employee of the Board of Education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both. Supervisors who spend a majority of their time engaged in administrative duties, rather than a teaching role, are also included in the definition of "Management Team."

TAC. Principal appointed representative at each RCS school. The purpose is to have clear communication between the Director of Schools and the teachers at the building level. It is an opportunity for the teacher representative to bring suggestions, questions, etc. directly to Central Office staff.

Teacher. "Teacher" means a professional employee as defined in Tenn. Code Annotated § 49-5-602 (8).

Urgent Situation or Emergencies. "Urgent Situation or Emergencies" means an unplanned event which causes significant interference with normal activities requiring immediate attention and remedial action.

Working Conditions. "Working conditions" means those fundamental matters that affect a professional employee financially or the employee's employment relationship with the Board of Education and that are specifically designated as such pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Recitals

This Memorandum of Understanding (MOU) memorializes the understanding reached by the Board and the representatives of the professional employees of the Board as to the terms and conditions of the professional employee's service with the district.

NOW, THEREFORE, the Parties hereby agree as follows:

(CHAPTER CONCLUDES)

Chapter 4: Management Rights

Board Rights

The educator participants in PECCA hereby recognize that all rights which are vested in the Board except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested in and exercised exclusively by the Board without prior notice to the Association or the educator participants in PECCA either as to the taking of action under such rights or with respect to the consequence of such action during the term of this MOU.

Savings

If any article or part of this MOU is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the MOU shall not be affected thereby.

Modification of MOU

This MOU shall not be modified in whole or in part except by an instrument in writing prepared and approved in compliance with the terms of PECCA.

(Chapter Concludes)

Chapter 5: Association Rights

Use of Facilities

The Association will be permitted to use school buildings and facilities for the purpose of conducting professional meetings before or after the educators' normal work assignment.

These meetings shall be arranged in advance with the school principal consistent with that school's facilities use procedures. Permission to use the facilities will not be unreasonably withheld.

Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards approved by the principal in an area designated for educator use, such as educator lounges and workrooms.

The Association shall have the right to use educator mailboxes, including e-mail, for communications purposes.

Visitation

Duly authorized representatives of the Association, as indicated on an approved list provided to the Director of Schools, shall be permitted to transact official Association business at school locations provided this shall not interfere with or interrupt normal school operations.

The Association Representatives shall report their presence to the Principal or acting administrator at the time of their arrival on school premises.

Released Time

The Association shall have the right to use release time, with substitutes to be paid for by the Association, for educators who are officers or agents of the Association in order to conduct Association business.

Members of committees, including but not limited to the PECCA Team, the Calendar Committee, and TAC shall be given release time for any meetings that take place during the school day.

Professional Employees Organization (PEO) Leave

When the need arises, officers, committee chairs and other Association leaders may attend essential local, state and national meetings without loss of pay. This leave shall be in addition to other leave provisions provided by the Board of Education. The President of the Professional Employee Organization (PEO) shall initiate each request for such professional leave and submit the request to the Director of Schools or designee at least one week in advance. The Director of Schools will either approve the request and forward a copy to the professional employee's principal and the President or notify the President that he or she is not approving the leave, giving the reason(s) for non-approval. Whenever any representative of the Professional Employee Organization (PEO) or any professional employee participates in collaborative conferencing, grievance proceedings, conferences or meetings during normal school hours, they shall suffer no loss in pay or other benefits. The Director of Schools may grant the Professional Employee Organization (PEO) Officers, upon request, a special leave of absence upon taking office for the purpose of serving as an officer. All accrued leave and benefits will continue. The Professional Employee Organization (PEO) will reimburse the District for the cost of salary and benefits as outlined in the contract between the Professional Employee Organization (PEO) and Rutherford County Schools. Additionally, Rutherford County Schools agrees to the following:

- A professional employee who has served more than 12 months as the Professional Employee Organization (PEO) Officer on leave shall return to the same or substantially equivalent position held immediately prior to serving as the Officer.

District and Association Meetings

The Director of Schools or designee agrees to meet with the President of the Rutherford County Education Association at least quarterly.

(Chapter Concludes)

Chapter 6: Grievances and Procedures

What is a grievance?

A grievance is a professional employee's claim that there has been a violation, misinterpretation, and/or misapplication of the following:

- Rutherford County Schools Board Policy or Board Procedure,
- Tennessee State Law,
- Federal Law,
- State Board of Education Policy, Procedure, or Guideline, and/or
- Memorandum of Understanding presented herewith.

What is not a grievance?

The following items are not considered a basis for a grievance:

- Disagreement with a supervisor's actions or decisions aligned with law, policy, or administrative procedure.
- Reprimand or any similar corrective action. Note: See "Teacher Rights" for information on appeals of reprimands.
- Placement on a plan of assistance.

Professional Employee Rights

The following professional employee rights are guaranteed by Rutherford County Schools consistent with the Memorandum of Understanding presented herewith:

- Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives.
- An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall, however, have the right, in all such instances to request the presence of a PEO representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable timeframe to allow the representative to attend (See Tenn. Code Ann. § 49-5-603).
- Except in cases of alleged child abuse, workplace violence, misconduct required to be reported to the State Board, investigations involving law enforcement, or other

emergencies, professional employees will be notified of investigatory and disciplinary meetings at least 24 hours in advance.

- Professional employees shall be afforded due process as prescribed by law to ensure that any adverse action shall be for just cause and treated fairly and equitably.
- Any professional employee may appeal a reprimand to the supervisor of their principal/supervisor or to the Director of Schools.
- The opportunity to appeal shall be granted to professional employees who receive a reprimand and in response to the reprimand allege that compliance with a directive from a supervisor would have endangered the teacher's health and/or safety in violation of Rutherford County Schools policies and procedures.
- A professional employee organization (PEO) that is a party to this agreement shall be notified immediately whenever a suspension is recommended to the Director of Schools.
- A tenured professional employee dismissal hearing shall be held before an impartial hearing officer. *Note: Rutherford Schools shall continue to comply with Tennessee Code regarding the appointment of an impartial hearing officer.*
- Any complaints regarding a professional employee's conduct made to an administrator by a parent, a student, or any other person shall be processed according to Board Policy 5.501 and/or the administrative procedures outlined in the Certified Employee Handbook. Complaints related to child abuse or Title IX related incidents will be processed according to applicable federal or state law and RCS policy/procedure.
- When an issue arises, a professional employee is encouraged to contact the professional employee organization (PEO) or the appropriate Human Resource Partner after discussing and unable to resolve the issue with his or her supervisor.

Grievance Procedures

Grievances can be submitted during the informal procedure or one of the three formal procedures presented herein.

Informal Procedure. The parties acknowledge that it is most desirable for professional employees and administrators involved to resolve problems through free and informal communications. No grievance shall be recognized by Rutherford County Schools unless it shall have been presented to the appropriate level via the designated on-line form within thirty-five (35) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, whichever is later, and if not so presented, the grievance shall be considered as waived.

If a professional employee feels that they have a grievance, the professional employee shall first discuss the matter with their principal or immediately involved supervisor in an effort to resolve the problem informally. The parties shall seek to resolve the issue by obtaining advice and counsel from the appropriate division within Rutherford County Schools. If the problem is not resolved informally, then the professional employee may declare that a grievance exists, and the formal procedure invoked. See form, Appendix A. Note: *If the grievance relates to a principal's decision or another employee who reports to the Director of Schools, and if the informal procedure is unsuccessful, as the direct supervisor, the appropriate person to hear a level one grievance is the Director of Schools. In the case the employee appeals the level one decision, level two would be bypassed to level three to avoid redundancy.*

Formal Procedures. Table 1 presents procedures for formal grievances.

Table 1: Procedures for Formal Grievances

<p>Level One</p>	<ul style="list-style-type: none"> • If the professional employee is not satisfied with the outcome of the informal procedure, they may present the alleged grievance formally via the designated online form to human resources. The grievance shall then be passed along to the appropriate principal or supervisor. The grievance form shall contain the following information: <ul style="list-style-type: none"> ○ The name and position of the professional employee, ○ A statement of the grievance and the facts involved, including relevant dates, ○ A reference to the applicable provisions of Rutherford County Schools board policy or procedure, Tennessee state law, Federal law, State Board of Education policy, procedure, or guideline, and/or the Memorandum of Understanding (MOU) presented herewith, ○ The specific redress sought, and ○ Signature of the professional employee. • At the time of filing the level one grievance, the professional employee may also request a conference. The level one conference shall be held prior to the rendering of a decision. If a
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	<p>conference is requested, the act of scheduling the conference shall occur within ten (10) working days of receiving the level one grievance.</p> <ul style="list-style-type: none"> • The principal or supervisor, or other appropriate administrator shall render a written response, including the reasons for the decision, to the professional employee consistent with the following: <ul style="list-style-type: none"> ○ Within five (5) working days after the receipt of the written grievance, or ○ Within five (5) working days after the grievance conference (if requested).
<p>Level Two</p>	<ul style="list-style-type: none"> • If the professional employee wishes to appeal a level one decision, the professional employee may appeal in writing to the Director of Schools within ten (10) working days after the level one decision. • At the time of filing the level two grievance, the professional employee may also request a conference. The level two conference shall be held prior to the rendering of a decision. If a conference is requested, the act of scheduling the conference shall occur within fifteen (15) working days of receiving the level two grievance. • The Director of Schools shall render a written response, including the reasons for the decision, to the professional employee consistent with the following: <ul style="list-style-type: none"> ○ Within ten (10) working days after the receipt of the written grievance, or ○ Within ten (10) working days after the grievance conference (if requested).
<p>Level Three</p>	<ul style="list-style-type: none"> • If the professional employee wishes to appeal a level two decision, the professional employee may appeal in writing to the Board within ten (10) working days after the level two decision. <ul style="list-style-type: none"> ○ The Director of Schools will forward the request within seven (7) days to the Board and shall attach all related documents.

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| <ul style="list-style-type: none">• The Board shall review the grievance and shall schedule a Board hearing within twenty-five (25) days after the receipt of the Board hearing request.• The Board shall render a written response, including the reasons for the decision, to the professional employee consistent with the following:<ul style="list-style-type: none">○ Within five (5) working days after the Board hearing. |
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This decision is final.

Note: In the event a grievance reaches Level Three, the parties to the MOU shall discuss the grievance decision at their next PECCA meeting to determine if change in the terms of the MOU are appropriate.

Grievance Conferences

Generally, grievance conferences will be scheduled for times that do not interfere with the professional employees' assigned duties. Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives. An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall have the right to request the presence of a professional employee organization (PEO) representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable time period to allow the representative to attend.

Additional Grievance Information

Note the following additional information regarding grievances:

- A grievance may be withdrawn at any level without prejudice or record.
- Failure by the aggrieved person or group at any level to appeal a grievance to the next level within the specified time limit herein shall be deemed to be acceptance of the decision rendered at that level on a non-precedent setting basis and withdrawal of the grievance.
- Failure by the designated supervisor at any step of the procedure to communicate the decision on the grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

- Nothing in this agreement denies any employee the opportunity to consult with any supervisory or administrative officer of Rutherford County Schools.
- At any level, time limits in this agreement may be mutually extended. However, the intent of this provision is to expedite the processing of all grievances.
- No reprisals shall be invoked against any professional employee by the Board or the Administration for processing a grievance or participating in any way in the grievance procedure.
- All parties involved in a grievance may have a representative (s) of their choosing present at all steps of the procedure.
- The Board and the Administration shall cooperate in the investigation of any grievance.
- Neither the grievant(s) nor the Board shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.
- When a grievance involves more than one professional employee, the group of employees, with the assistance of the appropriate representative, may submit a collective grievance at the appropriate level.
- Working days are defined as any day in which the district office is open, excluding holidays and inclement weather days.
- If the grievance involves the Director of Schools, the Chairperson of the Board of Education to be the responding party.
- Prior to the first instructional day, the grievance procedure will be posted and shared with professional employees. All professional employees will receive training from the district on the grievance procedure. The grievance procedure and forms will be available on the Human Resources District website. This form is located in Appendix A.
- The filing of a grievance shall in no way interfere with the right of the Board and the Administration to carry out its management responsibilities, subject to the final disposition of the grievance. Any resolution of a grievance shall not be inconsistent with this MOU.

(CHAPTER CONCLUDES)

Chapter 7: Salaries and Wages

Salaries and wages shall be discussed annually following the standard timeline for developing the budget. Professional employee placement on the salary schedule approved by the Board of Education is determined by a combination of education and experience. Experience must be verified by the Board from an approved list of accredited agencies in a manner consistent with Tennessee State Board of Education Rule 0520-01-02-.02. Verification of credit and experience must be received by December 1 of the current school year in order to receive retroactive pay.

Compensation Plan

All salary, differentiated compensation, and salary supplements/stipends shall be paid via the official district payroll system and be reported to the Tennessee Consolidated Retirement System (TCRS) as compensation.

Salary Schedule

The salary of each professional employee covered by the regular salary schedule is set forth on the county website, which is incorporated by reference into the Memorandum of Understanding (MOU).

Placement on the Salary Schedule

Adjustment to Salary Schedule. All professional employees shall be placed on the proper step of the salary schedule as of July 1 of each year in accordance with the years of experience and educational attainment. Any professional employee employed for at least 100 days of the contract year shall be given full credit for one year of service toward the next incremental step for the following year.

Credit for Professional Experience. Each professional employee shall be awarded full credit for allowable teaching experience and educational attainment consistent with Tennessee State Board of Education Rule 0520-01-02-.02.

Frequency and Method of Wage Administration

All professional employees shall be paid on a monthly basis. Such payment received shall be in full for the current pay period. All payments of salaries and wages shall be made by direct deposit to a financial banking institution. All professional employees shall be required to participate in a direct deposit program.

Exception Pay Rate

The exception rate of pay for specified and approved District programs that are not part of the professional employee's regular job duties shall be no less than \$35.00 per hour effective July 1, 2023, and shall apply to professional employees working beyond the regular contracted hours.

Professional Employees Covering Classes for Other Professional Employees (In Lieu of Substitute)

Central office shall track daily the number of teachers covering a class on their planning in lieu of a substitute. This shall be done for one full calendar year, to begin no later than January 2024.

Salary and Wages Reopener

With anticipated changes to the budget in future years, the Association will revisit salary and wages, including the possibility of compensation for stipends for additional duties, etc. Should changes be needed regarding the language of the MOU concerning salary and wages, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 8: Insurance Benefits

Benefits shall be discussed annually following the standard timeline for developing the budget. The Board of Education agrees to the following relative to insurance benefits:

- To pay a minimum of 80% of medical insurance for eligible professional employees on at least one plan. This includes an Employee Assistance Program (EAP).
- To provide a \$35,000 life insurance benefit for all eligible professional employees.
- To pay long-term disability benefits which cover 66.67% of an eligible employee's salary per month.

Insurance Benefits Reopener

Should changes occur to employee benefits (carriers, plans, tiers, or premium costs), the conferencing team shall return to the conferencing table to discuss the impact said changes may have on employee and district benefits cost. Should changes be needed regarding the language of the MOU concerning benefits, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 9: Fringe Benefits

Funding for Teaching Supplies

Funds allocated to professional employees through the Tennessee Investment in Student Achievement (TISA) shall be spent on instructional supplies as provided in Tenn. Code Ann. § 49-3-359(a). A minimum of two hundred dollars shall be designated for every professional employee in kindergarten through grade twelve (K-12).

Tennessee Investment in Student Achievement (TISA) shall be distributed to professional employees no later than October 31. Prior to the first instructional day, financial and auditing policies and procedures for Tennessee Investment in Student Achievement (TISA) purchases will be posted and shared with professional employees by the district.

Professional Employee Attendance at Athletic and Non-Athletic Events

All professional employees shall be admitted without charge to regular season athletic contests at all Rutherford County Schools' events upon presenting district-issued identification. Professional employees shall be admitted without charge to non-athletic events at their assigned school. Additionally, all professional employees shall be admitted without charge to non-athletic events at all Rutherford County Schools upon presenting district-issued identification (space permitting).

(CHAPTER CONCLUDES)

Chapter 10: Working Conditions

Instructional Workday

Contracted Hours: All professional employees shall be present at their respective schools seven and one-half (7 ½) hours each day students are in school. This accounts for the seven-hour instructional day as well as fifteen (15) minutes of arrival and departure based on the student day. Educators are not required to report for any duty, including but not limited to meetings, school activities or events, etc., on a Saturday or Sunday, during designated school breaks, and/or on holidays, with the exception of high-school graduation.

Duty-free Lunch: Included in the seven and one-half (7 ½) hours workday, all educators shall have a duty-free lunch time during the regular school day, equal to the amount given to their students for lunch. This lunch period shall be a minimum of 25 minutes. If educators are expected to walk students to and from the cafeteria, this time will be factored into the school schedule so educators still have a minimum of 25 minutes to eat.

Planning Time for Professional Employees:

Beginning in the 2024-2025 school year, all professional employees shall have daily planning time which shall be free of student responsibilities except for emergencies. Planning time at each school shall be equitable.

However, professional employees must receive at least 150 minutes of individual planning time per week consistent with Tennessee School Board of Education Rule 0520-1-3-.03 (4). The principal shall determine the planning schedule after consultation with the faculty. Individual professional employee schedules shall indicate which days are individual planning and which days are administrative planning when individual professional employee schedules are distributed at the start of each semester. When the normal operational schedule of the school is modified to accommodate school activities (e.g. pep rallies, testing, etc.), principals will ensure professional employees receive at least 150 minutes of individual planning time within the week.

Planning time at each school shall be equitable with each professional employee receiving the minimum 150 minutes of weekly planning. The Director of Schools will approve the daily schedules of schools annually to ensure that planning time at each grade band is equitable and meets the

minimum individual planning requirements outlined in Tennessee School Board of Education Rule 0520-1-3-.03 (4) reporting compliance to the Department of Education.

In lieu of a planning period, a teacher may take on an extra class as an extended contract.

Noninstructional Workday

Contracted Hours: A noninstructional workday is one in which students are not in school, but professional employees report to work (with the exception of parent-teacher conferences).

Noninstructional workdays shall be seven (7) hours in length and include a one (1) hour lunch with an additional thirty (30) minutes of travel time with the option to leave campus.

Inclement Weather

If school is delayed, professional employees will adjust their arrival time based on the number of hours the student schedule is adjusted. For example, if school is delayed for two hours the professional employee report time is two hours later than their normal report time. Professional employees shall not be charged leave when school is closed and not in session. Inclement weather days will be made up based on the school calendar. Professional employees shall not be charged for pre-approved leave on days school has been closed and is not in session.

Other Duties

Uncompensated extra-hour duties will be fairly and equitably distributed. Administrators will limit uncompensated extra-hours duties: IEP, 504, RTI, PLC, bus duty, faculty meetings, sporting events, graduations, proms, parent nights, etc. Parent-Teacher conferences are not included as an extra duty as they are already included in the contracted hours.

Meetings Outside of Working Hours

- Meetings held after the end of the school day shall start within fifteen (15) minutes after the student dismissal time. Meetings held before the school day shall end at least five (5) minutes before the student arrival time.
- Topics of school-wide interest submitted in writing by the Professional Employee Association representative to the principal—at least three (3) school days in advance of a faculty meeting shall be placed on the agenda. This shall not preclude other topics of school-wide interest

submitted by the faculty from being discussed at the principal’s discretion. Personnel issues, grievances, and/or student-specific issues will not be placed on the agenda for discussion.

- Morning meetings shall not be scheduled on Mondays or on any day immediately following a holiday or any other day in which professional employee attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding a holiday or any other day in which professional employee attendance is not required at school. Exceptions may be made with approval of the Director of Schools.
- Whenever possible, information shall be disseminated or collected in lieu of a meeting.
- No professional employee shall be required to attend a vendor presentation without an instructional purpose unless approved by the Director of Schools.

Load

While recognizing that there may be staffing issues or content requirements that make this impossible, administration shall aspire to ensure secondary school educators not have more than three (3) teaching preparations.

Class Size for Grades Kindergarten through Twelve (12).

Grade Level	Average Class Size	Maximum Class Size	Maximum number of classes
K-3	20	25	N/A
4-5	25	30	N/A
6	25	30	6 classes per grading period
7-12	30	35	6 classes per grading period
Career and Technical Education	20	25	6 classes per grading period

- The average class size for a grade level unit (such as the unit K-3) shall not exceed the stated average, although individual classes within that grade level unit may exceed the average.
- No class shall exceed the prescribed maximum size.
- The average class size and the maximum class size shall be based on regular classroom teaching positions, exclusive of principal, assistant principal, counselor, elementary art,

elementary music, elementary physical education, librarian, special education, or other specialized positions.

- D. Class size limits may be exceeded in such areas as typewriting and instrumental and vocal music classes, provided that the effectiveness of the instructional program in these areas is not impaired.
- E. Local school systems shall not establish split-grade classes for the purpose of complying with the provisions of the class size averages and maximums. However, these provisions do not prevent school systems from using multi-aged classes.
- F. Local boards of education must approve the establishment of any split-grade classes for any purpose.
- G. The average class size specified for the grade levels involved in split-grade classes will be the maximum size allowed in such classes.
- H. A remediation, recitation, RTI, voluntarily taught elective classes, or study hall period will not count as a class as applies to maximum number of classes.
- I. A teacher taking on more than the maximum number of classes would receive an extended contract, for a minimum value of \$6,650 for the entire school year. This value can be prorated if it does not last the entire school year.

Teacher Facilities and Access

- The Board shall provide in each school the following facilities:
 - **Storage Space.** Space for each professional employee within each instructional area to store instructional materials and supplies, including those teachers who hold classes in different classrooms.
 - **Staff Area.** A furnished space reserved for the exclusive use of professional employees. Although employees are expected to exercise reasonable care in maintaining the appearance and cleanliness of the staff area, it shall be cleaned and maintained regularly by the custodial services staff.
 - **Communication System.** A communication system, which allows professional employees to communicate with the main building office from their classrooms.
 - **Telephone.** Personnel shall not be left at school in charge of students without access to a telephone in the immediate vicinity.
 - **Secure Space.** Private closet, desk, filing cabinet, or cabinet space with lock and key for each professional employee to store coats, bags, and other personal articles.

- **Furniture.** Teachers shall have available for their exclusive use a serviceable desk and chair.
- **Chalk/Dry Erase/Smart Boards/Projector.** Write-on board space in every classroom.
- Adequate and appropriate space for professional employees who work in more than one school building shall be provided in each school in which they work. Professional employees will be provided an appropriate space and furniture to fulfill the responsibilities of their job.
- All professional employees shall be provided building access to the staff area, work area, and interior hallways from 6:00 AM until 6:00 PM during scheduled workdays. If additional access is needed, the professional employee shall contact the principal of the school building.
- Personnel shall not be required to perform tasks that endanger their health, safety, or well-being. Personnel perceiving hazardous conditions in the workplace shall report concerns to the Principal or Supervisor.

Discrimination (Sexual, Racial, Ethnic, Religious, Gender)

Employees shall be provided a working environment free from sexual, racial, ethnic, gender, and religious discrimination. It shall be a violation of this policy for any employee or any student to discriminate against or harass an employee through disparaging conduct or communication that is sexual, gender, racial, ethnic, or religious in nature. The following guidelines are set forth to protect employees from discrimination.

Employee discrimination will not be tolerated. Discrimination is defined as conduct, advances, gestures, or words either written or spoken of a sexual, gender, racial, ethnic, or religious nature which:

- Unreasonably interfere with the employee's work or educational opportunities; or
- Create an intimidating, hostile or offensive work environment; or
- Imply that submission to such conduct is made an explicit or implicit term of receiving benefit or privilege; or
- Imply that submission to or rejection of such conduct will be used as a basis for determining the employee's employment status, professional opportunities, and/or working conditions.

Alleged victims of the above-referenced offenses should report the incidents to human resources or other responsible government offices.

District Calendar Committee

A calendar committee shall meet for the purpose of submitting recommendation for the school

calendar to the Director of Schools for approval by the Board. The committee shall be composed of a designee of the professional employee's association to serve as a non-voting member, and one faculty member from each school.

Each year prior to the adoption of the school calendar, Rutherford County Schools will consider recommendations from all interested parties, including parents, teachers, and support staff. In order to obtain input from these stakeholders, the Director of Schools shall establish a District Calendar Committee comprised of representatives from these groups. The Committee shall meet and present their recommendations to the Director of School.

Each semester, immediately prior to the first day of school for students shall be designated as a day for teachers to prepare for instruction in their respective rooms. There shall be no meetings called by central office staff, school administrators, or any employee association during the regular school hours on this day.

Rutherford County School District and the Association recognize the importance of having teacher workdays throughout the school year to provide high-level instruction to students. Recognizing this, there is a commitment to continue to include these workdays in the academic calendar.

The calendar will continue to be published by June 1st for the following year in order to allow employees to adequately plan vacations and other personal activities.

Preparation for Transfer or New Assignment After First Instructional Day

New Assignment, Same Building. After the first instructional day, if a transfer or new assignment occurs within a building, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive one entire school (or work) day for transition and preparation.

New Assignment, Different Building. After the first instructional day, if a transfer or new assignment is from one building to another, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive two entire school (or work) days to prepare.

Moving Locations/Buildings. A professional employee shall not be required or directed to move any materials or equipment other than during the school (or work) day.

Equipment, Instructional Materials, and Training. The principal shall requisition all equipment and instructional materials required to teach the content standards within one week of the professional employee's transfer or new assignment. The school or district shall be responsible for the cost of attending any training or professional development that may be required as a result of the transfer or new assignment.

TEAM Evaluation Schedule. If the transfer or new assignment causes a change in grade level or subject area, the principal and the professional employee shall meet and collaborate on an evaluation schedule for the remainder of the semester.

Bullying/Cyber-Bullying/Intimidation

Employees shall be provided a safe working environment. It shall be a violation of this policy for any employee or administrator to bully, intimidate or create a hostile educational environment for another employee. Bullying, Intimidation, and Harassment are defined as an act that substantially interferes with an employee's professional benefits, opportunities, or performance, and the act has the effect of:

- Physically harming an employee or damaging an employee's property;
- Knowingly placing an employee or employees in reasonable fear of physical harm to the employee or damage to the employee's property;
- Causing emotional distress to an employee or employees; or
- Creating a hostile work environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.

Cyber-bullying is defined as a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites or fake profiles.

The policy addresses conduct taking place on school grounds or at any school-sponsored activity.

Alleged victims of the above-referenced offenses shall report these incidents through the grievance process.

The privacy and anonymity of all parties and witnesses to complaints will be respected. However, because an individual's need for confidentiality must be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

A substantiated charge against an employee or administrator shall result in disciplinary action up to and including termination. A substantiated charge against a student may result in corrective disciplinary action up to and including suspension and permanent removal from the employee's classroom following Tenn. Code Ann. § 49-6-2804

There will be no retaliation against any person who reports or participates in an investigation.

However, any employee or administrator who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action.

Any employee or administrator disciplined for violation of this policy may appeal the decision by contacting the Director of Schools. Any employee disciplined for violation of this policy may appeal the decision in accordance with disciplinary policies and procedures.

If the bullying, cyberbullying, harassment, or intimidation is coming from a parent/guardian, the employee is to immediately report the behavior to their supervisor who will be in contact with legal counsel.

Working Conditions Reopener

With anticipated changes to the schedule in future years, the PECCA team will revisit working conditions, including the maximum number of classes. Should changes be needed regarding the language of the MOU concerning working conditions, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

(CHAPTER CONCLUDES)

Chapter 11: Attendance And Leaves Of Absence

Attendance

Regular and reliable attendance is an essential part of providing a quality education for students. Rutherford County Schools acknowledges that absences and emergencies will arise. As a professional responsibility, professional employees are expected to adhere to district procedures regarding attendance.

Sick Leave

Definition. "Sick Leave" shall mean leave of absence from post of duty one-half day or more because of illness of a professional employee and/or immediate family member due to natural causes or accident, or illness. Family is defined to include wife, husband, parents, parents-in-law, children, children-in-law, and any other person living in the home of the teacher.

Rutherford County Schools and the Rutherford Education Association recognize the importance of supporting employee mental health. In this spirit, employees may use sick time to support mental health or to attend medical appointments.

If needed, sick leave can be used to extend bereavement leave. See "Bereavement Leave" section.

Allocation. Sick leave for professional employees shall be granted with full pay at the rate of one (1) day for every twenty (20) days a professional employee is employed and shall be cumulative throughout his/her employment with Rutherford County Schools or as prescribed under law. Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office. *Note: Fully paid personal leave days, which remain unused at the end of the work year, shall be credited to accumulated sick leave. When a professional employee reports for duty, sick leave allowed for a year shall be available immediately except that whatever portion is used shall be charged to his or her annual sick leave.*

Uncompensated Sick Leave. See "Leave Without Pay" section.

Reinstatement of Sick Leave. The Board shall grant to any professional employee, upon the

professional employee's employment or reemployment, the accumulation of leave that the employee lost in compliance with Tenn. Code Ann. § 49-5-710(a)(5).

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

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay and will always be required in support of absences for more than three (3) consecutive days.

Use of Bereavement. See "Bereavement Leave" section.

Use for Maternity. Following Tennessee Senate Bill 276 moving forward, effective July 1, 2023.

Emergency Leave

If emergency leave is needed and all other leave has been exhausted, a professional employee shall contact the principal or immediate supervisor for additional leave options. The principal or immediate supervisor will work with the Human Resources department to determine available options.

Bereavement Leave

Personnel with at least six (6) months of service shall be granted bereavement leave up to three (3) days per event for the death of the employee's spouse, legal/guardians, parents, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-mother, step-father, stepsiblings, stepchildren, step-grandchildren, foster children, or any other person living in the household. Personnel shall be granted bereavement leave up to one (1) day per event for the death of a cousin, aunt, uncle, niece, or nephew. For a person with a significant relationship to the employee, the Director or the Director's Designee will approve the leave up to three (3) days per event. Personnel will be responsible for submitting documentation to support the bereavement leave within five (5) days of returning to work.

Additional days needed for the bereavement period may be taken as sick, personal, or unpaid. If personnel needs to take more than five (5) total days per event, personnel shall submit a form for approval to the District Human resources department by submitting an Extended Leave form within five (5) days of returning to work.

Personal Leave

Personal leave for professional employees shall be granted with full pay at the rate of one (1) day for every one hundred (100) days a professional employee is employed by Rutherford County Schools. Starting the 2023-2024 school year, all certified personnel shall be able to retain up to five (5) earned personal days. Any personal leave days beyond the five (5) will roll into sick leave days.

Subject to the following conditions, personal leave may be taken at the discretion of the professional employee.

- Except in emergency, each employee shall give the principal or supervisor at least one day's notice in writing of intent to take leave:
- The approval of the principal of the school shall be required:
 - If more than ten (10) percent of the teacher in any given school request its use on the same day;
 - If requested during any prior established student examination period;
 - If requested on the day immediately preceding or following a holiday or vacation period;
 - If personal leave is requested for days scheduled for professional development or in service training, according to a school calendar adopted by the local board to education prior to the commencement of the school year; or
 - If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Leave Without Pay

Educational Leave Without Pay. Professional employees shall be entitled to a leave of absence without pay not to exceed two (2) years to further education on a full-time basis, provided such academic work entails a minimum of nine (9) hours per semester. This educational leave can be taken in consecutive or non-consecutive years, but no employees shall be eligible for more than one

(1) educational leave period every seven (7) years of consecutive service with the school district.

This leave is subject to the approval of the Director of Schools. To qualify for this leave:

- Professional employees must have five (5) years or more of service.
- Professional employees must apply yearly in writing to Human Resources no later than May 31 for leave during the next fiscal year (beginning July 1).
- Proof of enrollment, payment, and completion of courses must be provided each semester, and the program of study must be an advanced study in education beyond the employee's current degree attainment.
- Full-time employment is not permissible while on educational leave.
- Professional employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier. Arrangements for direct payment shall be made by the employee in writing to Human Resources.

Educational leave is not automatically granted. Factors to be considered by administrators when granting leave include, but are not limited to, current position, availability of an interim replacement, budgets, school and district needs, and factors which may impact student achievement.

Certified positions vacated by teachers on nonpaid leave shall be filled with a substitute or interim teacher while the teacher is on leave. If the leave does not exceed twelve (12) months the teacher shall be returned to the same or comparable position. If the leave is expected to exceed twelve (12) months, the teacher shall be placed in the same or comparable position upon return.

Other Leave

Professional employees shall be entitled to personal leave without pay for one (1) year for studying or other reasons of value. A professional employee is only entitled to leave under this provision one (1) time in a seven (7) year period of consecutive service with the school district. To qualify for this leave:

- Professional employees must have five (5) years or more of service.
- Professional employees must apply in writing to Human Resources no later than May 31 for leave during the next fiscal year (beginning July 1).
- Professional employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier. Arrangements for direct payment shall be made by the employee in writing to Human Resources.

The application will be forwarded to the Director of Schools for approval if Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the district. This leave shall in no way change a professional employee's status for reduction-in-force procedures.

In the event of a serious family illness documented by medical records occurring after the school year begins, a professional employee with five (5) years or more of service may request unpaid leave. If granted, the leave must be taken for the remainder of the semester. The application for this one (1) semester unit shall be forwarded to the Director of Schools for approval or rejection if Human Resources approves the leave.

Certified positions vacated by teachers on nonpaid leave shall be filled with a substitute or interim teacher while the teacher is on leave. The teacher shall be returned to the same or comparable position.

(CHAPTER CONCLUDES)

Chapter 12: MOU Reopener Provision

The Collaborative Conferencing Team will allow the reopening of the Memorandum of Understanding (MOU) for up to five (5) items from management and five (5) items from professional employees. These items will be in addition to those chapters with reopeners built within (e.g. salary and benefits).

(CHAPTER CONCLUDES)

Chapter 13: Duration

Once approved, this Memorandum of Understanding shall be effective for a period of three (3) years, beginning November 1st, 2023, subject to annual amendments and reopener provisions consistent with Tennessee law.

Chairman, Board of Education

Date

President, Rutherford Education Association

Date

Assistant Superintendent of HR/SS

Date

(CHAPTER CONCLUDES)

Chapter 14: Affirmations

The members of the management team:

Dr. Andrea Anthony

Larry Creasy

Dr. Kay Martin

Dr. Letoni Murry

Dr. Kelly Chastain

Brian Lewis

Suszane Freeze

The members of the association team:

DeAnna Osborne

Dr. Andrea Morris

Dr. Curtisa Nichols

Kartina Butler

Nicholas Narrell

Elena Burgess

Jacob Truax

Sienna Holl (alternate)

Heaven Doh (alternate)

(CHAPTER CONCLUDES)

Appendix A

GRIEVANCE FORM: RUTHERFORD COUNTY BOARD OF EDUCATION

Question 1: What is your name?

Question 2: What is your position and where are you staffed?

Question 3: What is the grievance? Please state all relevant facts and dates.

Question 4: Which part of Rutherford County Schools board policy or procedure, Tennessee state law, Federal law, State Board of Education Policy, procedure, or guideline, and/or the Memorandum of Understanding was violated?

Question 5: What remedy do you seek?

Question 6: Is there anything else you would like to add?

Question 7: Would you like to have a conference to discuss the grievance with the other party and their designated supervisor?

Question 8: Please type your legal name here as an electronic signature.

MEMORANDUM

DATE: November 3, 2023
TO: Dr. James Sullivan, Director of Schools
FROM: Monika B. Ridley, General Counsel
RE: Transfer Student Under Discipline (1)

The Board has been requested to admit a transfer student from another school system under discipline. The student was remanded to alternative school for disruptive behavior.

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: Admit and place into alternative school.

MASTER SERVICES AGREEMENT

between Specialized Education Of Tennessee, Inc.
and Rutherford County Schools
for RSY & ESY of 2023-2024 at High Road School of Nashville

This Master Service Agreement is dated October 25th, 2023 (“Effective Date”), between Specialized Education Of Tennessee, Inc. (“SESI”) that owns and operates High Road School of Nashville, an approved nonpublic, private special education school in Tennessee and Rutherford County Schools, 2240 South Park Drive, Murfreesboro, Tennessee, 37128, United States (referred to herein as “District,” even in instances where the counterparty refers to itself as “Board”) (“Agreement”).

WHEREAS, SESI owns and operates High Road School of Nashville that serves students with a wide range of special education classifications, primarily students with emotional disabilities and students with multiple disabilities (the “School”); and

WHEREAS, the District desires to refer District students to the School whose Individualized Education Plan (“IEP”) have identified the Program as an appropriate placement (each a “Student”); and

WHEREAS, this parties have agreed to enter into a master set of terms and conditions that will govern the Services (defined below) as outlined in each student enrollment form.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. **Services**. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as “Student” or “Students”) as set forth on the Student-specific enrollment form and the Students’ IEP (collectively the “Services”). The enrollment form will set forth the tuition and related services fees for each Student, in accordance with Schedule 1, Fee Schedule, attached to this Agreement (“Enrollment Form”).
2. **Term and Termination**. The term of this Agreement will begin on the October 25th, 2023 and end on the July 31st, 2024 unless otherwise extended in writing by the parties (“Term”). Either party, upon fifteen (15) days written notification to the other party, may terminate this Agreement or a Student Enrollment Form at any time. Upon termination, SESI will charge Tuition up to and including the date of Student withdrawal from the School.
3. **Distance Learning**. When due to government mandated closures or unforeseen circumstances that prevent SESI from conducting in-person classes, SESI may deliver the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
4. **General Supervision of Services**. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to

the Services in accordance with the terms of a Student's IEP. SESI will maintain records of the Services provided to the Students, invoices issued to the District and payments made to SESI during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the Department of Education. SESI shall allow the District or the Tennessee Department of Education to conduct announced and unannounced site visits and to review all documents relating to the provision of special education services to the Students during hours that are least disruptive to the daily operation of the School.

5. Fee. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on each Enrollment Form (hereinafter collectively referred to as "Tuition"). The Student-specific Services listed in each Enrollment Form are pursuant to each Student's IEP. If the referred Student's IEP requirements are changed during the Term, the Services and Tuition, as described in the Enrollment Form, will change and will be automatically incorporated into such Student Enrollment Form upon approval of the revised Student IEP, by the District and Student parent/guardian.
6. Invoicing and Payment. SESI will invoice the District monthly for Tuition by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. The District agrees to pay SESI the Tuition during the Term regardless of the actual attendance of the Student.
7. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services including student privacy laws including the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The School is non-public and maintains licenses and certifications as required by Tennessee law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
8. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by applicable state laws and regulation.
9. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
10. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
11. Indemnification and Limitation of Liability. To the extent permitted under law:
 - a. District agrees to indemnify SESI and its officers, directors and employees ("SESI Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("SESI Losses") to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any

SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees;

b. SESI agrees to indemnify District and its officers, directors and employees (“District Indemnitees”) against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney’s fees), damages, injury or loss (“District Losses”) to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.

c. Claims. If a claim for indemnification (a “Claim”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “Claim Notice”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.

d. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the total amount of fees paid to SESI under this Agreement. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.

12. Disputes and Investigations. In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
13. Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.
14. Notice. Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District:	For SESI
Rutherford County Schools 2240 South Park Drive, Murfreesboro, Tennessee, 37128, United States Attention: Director of Special Education	Specialized Education Of Tennessee, Inc. PO Box 444 Elmsford NY 10523. Attention: Region Vice President With a copy to SESI General Counsel at the address above.

Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

15. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Tennessee.
16. Student Lunch. When the District has an enrolled student in an out-of-District placement, the District remains responsible for ensuring that lunches are available to the student even if the approved special education school does not participate in the National School Lunch Program. The same principle of access to meals applies if a student with disabilities would have been eligible to participate in a school breakfast program at the school the student would have attended if the student had not been placed out-of-District. Documentation related to free or reduced-price meal benefits, including meal benefit applications, must be maintained by the District or approved private special education school claiming meal reimbursement. Approved private special education schools and collaboratives will review the free and reduced lunch student list with the District annually including the availability of meals to students who are publicly funded and placed at their facilities. If a school does not provide access to meals, approved special education school or collaborative leaders must contact the District to discuss arrangements that may be made to meet their mutual responsibility.
17. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker's compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.
18. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement's scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

Rutherford County Schools

Name:
Title:
Date:

Specialized Education Of Tennessee, Inc.

-

Name:
Title:
Date:

SCHEDULE 1

High Road School of Nashville Fee Schedule

Rates are in US Dollars

(10606) High Road School of Nashville - Social Work is included in the daily tuition rate.

2023-2024 Fee Schedule

The High Road School of Nashville will provide the Services at the rates set forth below:

Service	Cost
Tuition	\$240.00 per day enrolled
Direct Occupational/Physical Therapy	\$115.73 per hour
Consultation Occupational/Physical Therapy	\$115.73 per hour
Direct Speech/Language Therapy	\$115.73 per hour
Consultation Speech/Language Therapy	\$115.73 per hour
One-to-One Assistant	\$193.00 per day enrolled

SAMPLE

ENROLLMENT FORM FOR INDIVIDUAL STUDENTS

STUDENT ENROLLMENT DATE: _____

ENROLLMENT TERMINATION DATE: _____

[Regular, Extended or Full] [School Year]- [Student Name]

at [SESI School Name]

This Enrollment Form is pursuant to the Master Services Agreement by and between [District] for the [School Year] and [SESI Entity] (“Agreement”) that owns and operates [SESI School Name] (“School”) and is subject to all the terms and conditions of the Agreement. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. The effective date of this Enrollment Form shall be the Student Enrollment Date stated above.

[School Specific Rate Schedule Inserted Here]

Enrollment Schedule

Enrollment in the School and Services to be provided to Student are set forth below. This Enrollment Form shall be effective from [Enrollment Date] through [Enrollment Termination Date]. If no Enrollment Termination Date is listed above, the Services for Student end on the last day of the Regular School Year or Extended School Year, as applicable. If the referred Student’s IEP changes during the School Year, the Services and frequency listed below will be revised and incorporated herein by reference on the date the School is notified by the District and provided the revised IEP as approved by the District and Student parent/guardian.

Tuition Enrollment Days

Related Service	Session Fee	Number of Sessions

It is the intention and understanding of the parties hereto that this Enrollment Form, upon execution, shall be incorporated into the Agreement. In the event of any conflict or inconsistency between the Agreement and Student Enrollment Form, the terms and provisions of this Student Enrollment Form shall prevail and be given priority. This Enrollment Form is authorized as evidenced by the signatures below.

District Name

SESI Entity

District Signer Signature

Internal Signer Signature

Name: District Signer Name

Name: SESI Signer Name

Title: District Signer Title

Title: SESI Signer Title

Date: District Signer Date

Date: SESI Signer Date

Rutherford County Schools

Class of 2024 Graduation Dates*



SCHOOL	DATE	TIME	PLACE
Eagleville	Friday, May 10	7:00 PM	Eagleville School
Central Magnet School	Monday, May 13	7:00 PM	MTSU Murphy Center
Siegel High School	Tuesday, May 14	7:00 PM	MTSU Murphy Center
Oakland High School	Wednesday, May 15	7:00 PM	MTSU Murphy Center
Rutherford County Virtual School	Wednesday, May 15	6:00 PM	MTSU Tucker Theatre
LaVergne High School	Thursday, May 16	7:00 PM	MTSU Murphy Center
Riverdale High School	Friday, May 17	7:00 PM	MTSU Murphy Center
Holloway High School	Friday, May 17	7:00 PM	TBD
Rockvale High School	Saturday, May 18	10:00 AM	MTSU Murphy Center
Blackman High School	Saturday, May 18	2:30 PM	MTSU Murphy Center
Smyrna High School	Sunday, May 19	2:30 PM	MTSU Murphy Center
Stewarts Creek High School	Sunday, May 19	7:00 PM	MTSU Murphy Center
Rutherford County Adult High School	Friday, July 19	6:00 PM	TBD
Summer Graduates	Friday, July 19	6:00 PM	TBD

*Pending Board Approval

CHARTER AGREEMENT

American Classical Academy Rutherford

This Charter Agreement (this “Agreement”) is entered into this, the _____, by and between Rutherford County Board of Education (hereinafter referred to as “the Authorizer” or “LEA”) and American Classical Education Tennessee, a Tennessee non-profit corporation, (hereinafter referred to as “the Charter School”). The Authorizer and Charter School are collectively referred to as the “Parties” to this Agreement.

This Agreement consists of the following documents:

- This document and any exhibits hereto or documents incorporated herein by reference
- Approved Charter School’s Application (Exhibit 1)
- Current Approved Performance Frameworks – Academic, Organizational, and Financial (Exhibit 2)
- Pre-Opening Checklist (Exhibit 3)
- Approved Waivers (Exhibit 4)

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. General Terms

1.1 Governing Body. The Charter School shall ensure that the Charter School’s activities are conducted in compliance with this Charter Agreement and all applicable law, including specifically T.C.A. § 49-13-111. The Governing Body shall report and be accountable to the Authorizer for the implementation of this Charter Agreement and the achievement of the performance objectives and goals stated in this Charter Agreement.

As required by T.C.A. § 49-13-111(f), the Governing Body shall be subject to the conflict-of-interest provisions contained in T.C.A. § 12-4-101 and T.C.A. § 12-4-102.

The Governing Body shall carry out its roles and responsibilities as detailed in this Charter Agreement, in a professional and responsible manner. The Governing Body will use reasonable, good faith efforts to manage the activities of the Charter School and oversee the operation of the Charter School and the implementation of this Charter Agreement.

1.2 Charter School. Under supervision, governance, and oversight of the Governing Body, the Charter School shall ensure that the faculty, staff, and administration pursue the following mission of the Charter School and successfully implement the terms of this Charter Agreement.

Mission: The mission of American Classical Academy Rutherford (ACAR) is to train the minds and develop character in students through a content-rich Classical Education in the liberal arts and sciences utilizing instruction in the principles of moral practices and civic virtue.

The Charter School shall carry out its roles and responsibilities as detailed in this Charter Agreement in a professional and responsible manner. The Charter School will use reasonable, good faith efforts to educate children and demonstrate progress in achieving the goals and

objectives outlined in this Charter Agreement.

1.3 Chartering Authority. Pursuant to T.C.A. § 49-2-203 in general and T.C.A. § 49-13-143(b) in particular, the Authorizer will establish a performance framework to evaluate the academic and operational performance of the Charter School. The Charter School will adhere to the performance framework attached hereto as Exhibit 2.

From time to time, and upon reasonable notice, the Authorizer will also develop administrative procedures setting forth how it will oversee and assess the Charter School's compliance with the performance framework. The Charter School will cooperate fully with these administrative procedures to facilitate an ongoing assessment of its performance.

In addition to the ongoing performance assessments the Authorizer will provide to the Charter School, pursuant to T.C.A. § 49-13-121(k), the Authorizer will conduct a detailed interim review of the Charter School's operations in the fifth year of this Charter.

The Authorizer shall allocate to the Charter School the state and local funds described in T.C.A. § 49-13-112 in accordance with policies and procedures developed by the Tennessee Department of Education.

1.4 Applicable Law. This Agreement and the Charter School's operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws. Though the Charter School may, pursuant to T.C.A. § 49-13-111, seek waivers from the Authorizer or the Commissioner of Education from Tennessee laws or rules that inhibit the Charter School's mission, the Parties understand that currently, waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-111(p), from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act, hereinafter referred to as the "Act") or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3).

To the extent there is a conflict between the terms of this Agreement and the Charter School's Application, the terms of this Agreement shall govern.

By signing this Agreement, the Authorizer approves any waivers requested in the Charter School's Application, unless such waivers are excluded from Exhibit 4. Approved waivers and any other waivers subsequently requested and approved are attached as **Exhibit 4**.

1.5 Effective Date. This Agreement shall be effective immediately following signature by the Governing Body or its designee and the Authorizer. This Agreement shall expire on June 30 of the tenth (10th) year after the date of opening of the Charter School for instruction, unless earlier terminated or renewed pursuant to the terms of this Agreement or state law. In the event that the Charter School chooses to exercise its statutory authority under T.C.A. § 49-13-110 to delay the opening of the school for one (1) year, all dates listed throughout the Agreement shall move forward one (1) calendar year from the dates in the Agreement.

1.6 Pre-Opening Process. Upon approval by the Authorizer, the pre-opening checklist (the "Pre-Opening Checklist", incorporated into this Agreement as **Exhibit 3**), will be sent to the Charter School outlining specific actions that must be put in place during the planning year and completed prior to the Charter School opening for instruction. If material items in the Pre-Opening

Checklist are incomplete at the time of inspection, the Authorizer has the right by written notice to the Charter School to prohibit the Charter School from opening until the Charter School has completed all pre-opening steps under T.C.A. § 49-13-111, Authorizer policies, and the Pre-Opening Checklist.

If the Charter School is allowed to open despite the failure to complete all items required by the Pre-Opening Checklist, the Charter School must provide proof to the Authorizer that all items on the Pre-Opening Checklist have been completed by a date specified by the Authorizer. The failure of the Charter School to complete all items on the Pre-Opening Checklist by the specified date from the Authorizer shall be a material violation of this Agreement and shall subject the Charter School to corrective actions, including but not limited to revocation of the Charter School's Charter, in accordance with the Authorizer's Intervention policy.

1.7 Charter School Performance. The operation of the Charter School shall be subject to the terms and conditions of this Agreement and the Act. Decisions by the Authorizer regarding amendment, renewal, or revocation of this Agreement shall be based upon applicable laws, rules, policies, this Agreement, and/or the academic, organizational, and financial Performance Frameworks (the "Performance Frameworks") incorporated into this Agreement as **Exhibit 2**, as well as the Authorizer's Intervention Policy. For purposes of this agreement, the term "policy" refers to any statement, document, or guideline prepared or issued by any agency pursuant to its delegated authority that merely defines or explains the meaning of a statute or a rule, as determined by T.C.A. § 4-5-102.

The Authorizer shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee compliance with this Agreement and applicable laws, Authorizer rules, and Authorizer policies. This oversight authority includes, but is not limited to, the right for a committee of the Authorizer or the Director, Assistant Director, or Director's designee to visit, examine, and inspect the Charter School and its records during the pre-opening year, during the annual monitoring visit, and when there is a material complaint after notice of the same is given to the Charter School. For any complaints, information that may identify the complainant may be redacted if deemed necessary by the Authorizer.

By no later than July 1 of each consecutive calendar year during the term of this Agreement, the Authorizer shall provide the Charter School a Master Reporting Calendar in writing which will set out key deadlines for the Charter School to provide certain information and reports. The Authorizer reserves the right to modify the Master Reporting Calendar upon a thirty (30) day written notice to the Charter School. Additionally, at least thirty (30) days prior to any site visit, the Authorizer shall provide the Charter School with a written list of any required documentation and/or specified actions for the site visit. The listed documentation will be available for review during the site visit, and Authorizer can require that copies be provided.

The Parties agree that the most critical performance measures contained in the Performance Frameworks are the academic measures, which may include student achievement, student growth measures (including annual measurable objectives), readiness for successive school levels (middle, high, or post-secondary) and employment, as well as mission-specific academic goals defined in the Performance Frameworks.

For the purposes of accountability, renewal, and/or revocation evaluation, the Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Charter School's

Application and not explicitly incorporated into the Performance Frameworks. However, this shall not prevent the Authorizer from holding the Charter School accountable for any goals contained in the Charter School's Application that do not conflict with Performance Frameworks for purposes of accountability, renewal, and/or revocation evaluation. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Authorizer and shall be binding on the Charter School.

The Authorizer shall, at least annually, monitor and provide a public report on the Charter School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Frameworks, as well as compliance with federal and state laws and regulations, all when required by the Performance Frameworks and such laws and regulations. The Authorizer will conduct an annual scheduled comprehensive site visit each year, which will be used to inform the interim review done at the end of the fifth year. The Charter School will present to the Authorizer an annual update report to accompany the Authorizer's public report.

The Authorizer shall conduct an interim review at the end of the fifth year after the date of opening of the Charter School for instruction, pursuant to T.C.A. § 49-13-121.

Changes to the Performance Frameworks to align with changes to applicable state or federal accountability requirements shall apply to the Charter School. In the event of such changes, the Authorizer will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

After the Charter School has opened for day-to-day operation with students, changes to the Performance Frameworks that are not required by state or federal law or Charter School accountability requirements will not become binding upon the Charter School without the Charter School's consent, except at the time of charter renewal or amendment.

The Charter School mission states that the school will seek to develop character in students through a content rich classical education in the liberal arts and sciences utilizing instruction in the principles or moral practices and civic virtue. The Charter School shall conduct a bi-annual assessment of students that utilizes a standard rubric to allow school personnel to monitor the achievement and growth of each student in the habituation and discipline of living a moral and civically minded life.

1.8 Location. The Charter School location is to be determined and shall be located within the Rutherford County School District. Any change in location that is determined by the Authorizer to be materially different from the Charter School's Application shall require an amendment to this Agreement as set forth in Section 10. If the Charter School is located at a site owned or controlled by the local education agency (LEA) in which the Charter School is located or a site owned or controlled by the local government where the Charter School is located, the use of such site shall be subject to and governed by a Facilities Agreement between the parties.

1.8.1 Inspections. Pursuant to T.C.A. 49-13-111(d), the Authorizer will have access at all reasonable times (during the hours of operation of the Charter School) to any facility owned, leased, or utilized in any way by the Charter School for purposes of ensuring compliance with this Agreement and the requirements of Tennessee Code Annotated Title 49, Chapter 13. The Authorizer will make every reasonable attempt to provide a minimum notice of 24 hours prior to entry of the site.

1.8.2 Impracticability of Use. If use by the Charter School of a facility is rendered impracticable by any cause whatsoever and if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the Charter School shall notify the Authorizer in writing. The Authorizer shall have no obligation to provide an alternative facility for use by the Charter School.

1.9 Employment Status. All teachers and other staff of the Charter School shall be employed by the Charter School, and not the Authorizer. None of the provisions in this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties.

2. Charter School Organizational Responsibilities

2.1 Student Enrollment and Retention. The Charter School shall enroll students according to T.C.A. § 49-13-113. The Charter School shall not discriminate with respect to admissions on the basis of race, color, ethnicity, religion, national origin, English language proficiency, sex, disability, or the need for special education and related services as set forth in the Charter School’s Application and the Act.

The Charter School may enroll students up to a total maximum enrollment of 690. Increases in total enrollment numbers greater than 690 students must be reported to the Authorizer and evaluated to determine if they are material changes to this Agreement. Until the school is serving all authorized grade levels, the Authorizer will annually evaluate the school against the enrollment listed by year in Exhibit 1. If, after completion of the annual enrollment evaluation, the Charter School’s actual enrollment falls below 15% of the projected enrollment, the Authorizer shall have the right to determine if the actual enrollment is a material change to this agreement. Reductions in enrollment in two or more successive years or changes that affect the financial solvency of the Charter School are considered material and shall require an amendment to this Agreement. Any change in enrollment that is deemed by the Authorizer to be material to this Agreement shall not be permitted unless a formal amendment to this Agreement is secured in advance according to the provisions outlined in T.C.A. § 49-13- 110(d) and this Agreement.

The Charter School may enroll students in the grade levels approved in the Charter School’s Application.

Enrollment

Grade Level	Year Approved to Enroll
K-5	2024-25
K-6	2025-26
K-7	2026-27
K-8	2027-28
K-9	2028-2029
K-12	2029-2030

If the number of applications for the Charter School exceeds the capacity of a program, class, grade level, or building, enrollment shall occur according to the preferences in T.C.A. § 49-13-113. If enrollment within a group of preference set out in subdivision (d)(4) exceeds the planned capacity of the Charter School, enrollment within that group shall be determined on the

basis of a lottery that complies with statute. The Charter School shall ensure a random selection process, equitable to all students and publicly verifiable, in accordance with federal, state, and local law. The Charter School shall be required to provide equal access to enrollment for all students regardless of race, sex, ethnicity, or religion.

2.1.1 Student Transfers and Exits. The Charter School will comply with the Tennessee Department of Education's student transfer and exit reporting requirements and shall provide information to the Authorizer upon request. The Charter School shall enact a discipline policy that complies with the State Board of Education's quality authorizing standards as well as federal, state, and local laws.

2.2 Academic Program. The Charter School shall operate the academic program in accordance with this Agreement, the Charter School's Application, and applicable state and federal law, including providing at least the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. § 49-13-111). If the Charter School is performing below standards outlined in the Performance Frameworks, the Authorizer may review the academic program. The Charter School will notify the Authorizer of any changes to the academic program that are a material change from the Charter School's Application, and the Authorizer will evaluate to determine if they are material changes to this Agreement. Any changes to the school structure shall be considered material to this Agreement and shall not be permitted unless a formal amendment to this Agreement is secured in advance according to the provisions outlined in T.C.A. § 49-13-110(d) and this Agreement. For purposes of this Agreement, school structure shall be defined as the academic focus of the Charter School and grade levels served.

2.2.1. Assessments. The Charter School shall administer all state-mandated assessments to the extent such assessments are required by the Tennessee Department of Education, which currently include but are not limited to TCAP or its successor assessment, writing assessments, and English learner (EL) assessments for the required grades and testing windows. The Charter School shall comply with all Department of Education-required assessment administration, security, and reporting requirements. The Charter School may use additional assessments of its own choosing.

2.3 Special Education. Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided by the Charter School in accordance with applicable state and federal law, this Agreement, and Authorizer rules and policies. The Authorizer is the Local Education Agency (LEA) for purposes of compliance with the IDEA, Section 504, and all other federal and state laws and regulations concerning accommodation of and education of students with disabilities.

2.3.1 Responsibility of the Charter School. The Charter School assumes responsibility for the provision of services, development, and implementation of individualized education programs (IEPs), 504 plans, evaluation and re-evaluation, and all other obligations under IDEA and/or Section 504 for students identified as eligible for special education services and/or disability accommodations. The Charter School assumes responsibility for the administration of child find for the purpose of identification of any enrolled student as eligible for special education services and/or disability accommodations. The Charter School shall have a qualified special education coordinator who will be responsible for monitoring individual case management of all

special education students and students with disabilities and for arranging the provision of services required by their IEPs and/or 504 plans. The Charter School shall maintain a file documenting the Charter School's compliance with IDEA and Section 504. No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services or accommodations pursuant to IDEA, Section 504, or the ADA.

The Charter School shall also implement the requirements of Response to Instruction and Intervention ("RTI2"), as set forth by the Tennessee Department of Education.

The Charter School shall be responsible for its own defense of Due Process claims under the IDEA, Section 504, complaints to the Office for Civil Rights, and any other complaints under state and/or federal law. The Charter School shall inform the Authorizer of any and all formal complaints relating to IDEA Due Process for special education and Office of Civil Rights complaints for disability accommodations within ten (10) business days of the Charter School's notification of such occurrences.

The Charter School's shall indemnify Authorizer relating to special education and disability services or demands from students of the Charter School as provided in Section 11.c.

2.3.2 Costs for Special Education. The Charter School is financially responsible for child find including student identification, evaluation, and assessment expenses for enrolled students. All costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for evaluations and reevaluations and the provision of all services consistent with student IEPs and 504 plans.

The Authorizer will pass federal funding to the Charter School based on the allocation received from the Tennessee Department of Education. These funds will be provided to Charter School according to the schedule described in Section 9.2 of this Agreement.

2.4 English Learners. The Charter School shall address the needs of EL students pursuant to applicable federal and state laws and regulations (including Title III of the Every Student Succeeds Act (ESSA) and Title VI of the Civil Rights Act of 1964 (Title VI)). The Charter School agrees to maintain and consistently implement a policy to identify students in need of EL services, to provide services in an equitable manner to ensure meaningful access to the school's educational program (including the provision of appropriate accommodations), and to facilitate obtaining English proficiency and exit from EL services according to individual student capacity. In addition, the Charter School shall ensure that Limited English Proficiency (LEP) parents and guardians have meaningful access to school-related information.

2.5 Student Discipline/Due Process. The Charter School is responsible for administering its discipline policy in a manner consistent with state and federal law and, rules, and the Authorizer's policies that ensures students' due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School's policies and practices shall comply with all policies adopted by the Authorizer with regard to expulsions, and remands to alternative school. No students may be remanded to the Authorizer without giving written notice to the Director.

No student shall be suspended, expelled, or transferred involuntarily from the Charter School except in accordance with T.C.A. § 49-6-3401. The Charter School shall promptly notify the Authorizer in writing if a student is expelled. If the Authorizer determines that the expelled student is eligible for its Alternative School program, the Charter School shall work with the Authorizer to provide an expelled student access to the Authorizer's alternative school programs. If the Charter School receives any funds with respect to the student for a period that includes days when the student is attending the alternative school program, the Charter School shall reimburse the Authorizer a prorated amount thereof based on the days the student is attending its alternative school program.

2.6.1 Student Information Systems. The Charter School will adopt the Student Information System utilized by Authorizer or ensure accurate flow of data between its chosen SIS and that of the Authorizer. The Authorizer shall bear the cost of any needed licenses for the charter school.

2.6.2 Student Information Reporting. To ensure compliance with federal and state law regarding student records, the Charter School shall report to the Authorizer student information enrollment projections for the coming year no later than March 15 each year during the Term. Any errors in data reported to the State by the Charter School shall be the sole responsibility of the Charter School to identify and correct.

3. Staffing

3.1 Teachers and Staff. The Charter School shall ensure that all teachers are licensed and endorsed as required by state statutes, State Board rules, Authorizer policies and rules, and meet applicable federal qualifications including special education certified and ESL certified staff. The Charter School shall also provide any training required by state or federal law.

3.2 Background Checks. All current employees of the Charter School who have or who will have contact with children at the Charter School within the scope of the individuals' employment, and employees of contractors or sub-contractors of the Charter School who have contact with children within the scope of the individuals' employment, shall complete criminal background checks as required by state law using the ORI number of the Charter School.

4. Facilities

The Charter School shall ensure the Charter School's grounds and facilities comply with applicable health and safety laws, including the ADA, state fire marshal codes, and state and local zoning and land use codes.

The Charter School shall not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 3) from the Authorizer unless the Authorizer permits the Charter School to open and provide later certification of completion of all items on the Pre-Opening Checklist.

5. Food Service

If the Charter School offers food services on its own or through a third-party contract, the Charter School may apply directly to, and if approved, operate school nutrition programs with reimbursement from the United States Department of Agriculture, under supervision of the

Tennessee Department of Education.

6. Transportation

In the event that Charter School elects to provide transportation services to its enrolled students, the Authorizer shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in T.C.A. 49-13-114. In order to receive these funds, the Charter School must comply with state laws and Authorizer rules and policies regarding student transportation. Transporting students in violation of these laws and rules (such as transporting students in buses that have not been approved for operation by the department of safety) may be grounds for non-renewal or revocation of this Agreement.

7. Insurance

The Charter School shall maintain the following insurance:

- a. General Liability/Automobile Liability Policy: must be equal to or greater than \$5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Authorizer, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one (1) million dollars must be with a company licensed to do business in the state of Tennessee. The remaining \$4,000,000 can be covered under an excess liability policy (also known as an “umbrella” policy). The policy must name the Authorizer as an additional insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned conducting business on behalf of the Charter School.
- b. Professional Liability Policies: Directors and Officers Policy must be equal to or greater than \$5,000,000. Teachers Professional Liability Policy must be equal to or greater than \$1,000,000.
- c. Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Charter School must comply with state statutes. Employers Liability must be a minimum of \$100,000.
- d. Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase “all risks” property and boiler insurance, if a boiler or equivalent machinery exists. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- e. Sexual Abuse: Must have \$1,000,000 required coverage
- f. Authorizer shall be named as an additional insured on all charter school liability insurance policies and umbrella policies.

Certificates of insurance, in a form satisfactory to the Authorizer, evidencing coverage shall be provided to the Authorizer prior to commencement of performance of this Charter Agreement. Throughout the term of this Charter Agreement, Charter School shall provide updated certificates of insurance upon renewal of the current certificates or upon written request from the Authorizer.

8. Governance

8.1 General Requirements. The Charter School shall notify the Authorizer of any change to its status as a nonprofit federal tax-exempt organization under IRC § 501(c)(3).

The Governing Body and/or Charter School shall include parent participation in governance through membership on the Governing Body or establishment of a school advisory council pursuant to T.C.A. § 49-13-109.

The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including statutory provisions concerning the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year, the Charter School shall provide to the Authorizer the list of names of all board members and a schedule of Governing Body meetings for that school year.

As required by T.C.A. § 49-13-111, the Governing Body shall be subject to the conflict-of-interest provisions contained in T.C.A §§ 12-4-101 and 102.

The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. The Charter School shall not be to any extent under the control or direction of any religious denomination.

The Charter School shall not discriminate against any student, employee, or other person on the basis of race, ethnicity, national origin, sex (except with respect to admission of students by single-sex schools), disability, or any other ground that would be unlawful if done by any other public school. The Charter School shall take all steps necessary to ensure that discrimination does not occur, as required by law.

8.2 Complaints. Except as otherwise provided by this Agreement, the Governing Body shall be the first avenue for formal appeal in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Charter School shall notify the Authorizer in writing of any complaints or grievances alleging violations of the law applicable to the Charter School within seven (7) business days of the Charter School being notified of the same or becoming aware of the same and shall provide Authorizer a copy of the complaint or grievance. The Governing Body will ensure that the Charter School establishes policies and procedures for receiving and addressing complaints or grievances directed toward the Charter School or its employees and will make those policies available to students, parents/guardians, employees, and any other persons who request it. Any complaints or grievances against the Charter School alleging violations of law applicable to the Charter School which are not resolved according to Charter school policies by the Charter School and the Charter School Governing Board may be appealed to the Authorizer, and the Authorizer may require the Charter School to take corrective action in regards to any complaint or grievance.

Complaints regarding alleged violations of law or the Charter Agreement, including any violations that may subject the school to revocation or non-renewal under T.C.A. §§ 49-13-121 or 122 may be investigated by the Authorizer.

The Authorizer shall notify Charter School within seven (7) business days of receipt of any complaint filed against Charter School with the Authorizer and shall provide Charter School with a copy of said complaint. The Authorizer shall also have the right to investigate complaints or grievances alleging violations of law applicable to the Charter School in compliance with the Authorizer's policies and procedures. Complaints or grievances that are not resolved by the Charter School or the Governing Board, or a pattern of complaints or grievances, may be considered in any application for renewal of this Agreement or any action to revoke the charter of the Charter School.

The Charter School shall notify the Authorizer within seven (7) business days if the Charter School has been named a party to a lawsuit that has been filed in court.

Upon reasonable notice, the Authorizer's Director, Assistant Director, or Director's designee may interview Charter School employees, Governing Body Members, students, and families as necessary to resolve complaints and grievances alleging violations of law applicable to the Charter School.

8.2 Reporting of Corporate Status. The Charter School shall report any change to the Charter School's corporate legal status or any change in its standing with the Tennessee Secretary of State's Office to the Authorizer within seven (7) business days of the change. Any change to the Charter School's corporate legal status as a not-for-profit organization shall constitute grounds for immediate revocation unless, during the term of this Agreement, the Act is amended to allow Charter Schools to be operated by organizations other than not-for-profit organizations.

9. Finance

9.1 State and Local Funds. The Authorizer shall allocate one hundred percent (100%) of state and local student-generated funds to the Charter School as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee Department of Education, in accordance with T.C.A. § 49-3-101. The Authorizer shall allocate funds to the Charter School after each of the ten (10) attendance-reporting intervals. The Authorizer shall allocate and distribute one-tenth of state and local funds to the Charter School by the 15th of the month in August, September, October, November, December, January, February, March, April, and June. Each state and local payment from October through April and the final payment in June is contingent on the Charter School's reporting of the Charter School's Average Daily Membership (ADM) in the Tennessee Department of Education's Education Information System (EIS). Each payment starting in October will be reconciled to the reported ADM for the period before being released. The final (tenth) payment will not be released until the year's ADMs have been reconciled.

9.2 Federal Funds.

- a. Eligibility: Each year, the Authorizer shall provide to the Charter School the school's proportionate share of applicable federal ESSA funding (e.g. Title I, Title II, Title III, Title IV, or Title V) and other federal grants received by the Authorizer for which the Charter School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the Authorizer or the Tennessee Department of Education (TDOE).
- b. Fund Collection: The Authorizer shall receive for any charter school it authorizes all appropriate allocations of federal funds that other LEAs receive under federal law or regulations, including, but not limited to, Title I, IDEA, and ESSA funds. All funding allocations and disbursements shall be made in accordance with procedures developed by TDOE. Funding for charter schools authorized by the Authorizer shall be in accordance with T.C.A. §§ 49-13-112. The Authorizer shall reduce the allocation to charter schools by a percentage allowable under federal rules and regulations for administrative, indirect, or any other category of cost or charges.
- c. Fund Distribution & Reporting: Funds shall be distributed on a documented expenditure reimbursement basis with the required documentation. The Charter School shall submit grant reimbursement reports to the Authorizer at least quarterly but no more frequently

than monthly. The Authorizer shall distribute to the Charter School federal reimbursement funds within 30 days approval of expenditure reimbursement requests.

- d. Use of funds. The Charter School shall comply with all regulations tied to such federal funds, including 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, ESSA, IDEA, and any other applicable federal or state laws.

9.3 Fee for Services Agreement. The Charter School may enter into a separate fee for services agreement for the provision of services (including but not limited to school or student support services such as food services and transportation) to be provided to the Charter School by the Authorizer. The agreement will include terms for establishing reasonable fee-based services and will respect Charter School autonomy, and state that an agreement for services is not a condition of charter approval, continuation, or renewal. Fees for services provided to the Charter School by the Authorizer shall be deducted from the student-generated fund payments provided to the Charter School. Failure of the Charter School to enter such an agreement with the Authorizer shall not be grounds for revocation or non-renewal of this Agreement.

Annually, the Charter School shall notify the Authorizer of any fee for services agreement(s) entered into with any other vendor or outside contractor specific to the Charter School providing the following types of operations: transportation, food service, services to special populations, and nursing/health services and shall provide a copy to the Authorizer of any agreement(s) entered into. This shall only apply to those contracts or agreements that have a value of more than \$10,000; however, the Charter School shall provide a copy of any fee for service agreement(s) with a value of \$10,000 or less at the Authorizer’s request.

8.3.1. External Service Provider (ESP) Contracts. The Charter School may contract for the management or operation of the charter school, as provided by T.C.A. § 49-13-124. In such case, the Charter School shall notify the Authorizer of the contract(s) no later than seven (7) business days of signing the contract(s) and shall provide a copy of the contract(s) to the Authorizer upon the Authorizer’s request.

The external service provider (“ESP”) is a vendor of services, specifically a charter management organization and/or education service provider, but the Governing Body remains ultimately responsible for the success or failure of the school. All contract(s) between the ESP and the Charter School are required to state:

- a. The roles and responsibilities of the Charter School and the ESP, including all services to be provided under the contract;
- b. The performance measures, consequences, and mechanisms by which the Charter School will hold the ESP accountable for performance, aligned with the performance measures in this Agreement;
- c. All compensation to be paid to the ESP, including all fees, bonuses, and what such compensation includes or requires;
- d. Terms of any facility agreement that may be part of the relationship;
- e. Financial reporting requirements and provisions for the school’s governing board’s financial oversight;
- f. Require all instructional materials, furnishings, and equipment purchased or developed

with public funds to be the property of the school, not the ESP, in compliance with state law.

- g. All other financial terms of the contract, including disclosure and documentation of all loans or investments by the ESP to the Charter School, and provision for the disposition of assets in accordance with law;
- h. Assurances that the Charter School, at all times, maintains independent fiduciary oversight and authority over the Charter School budget and ultimate responsibility for the Charter School's performance;
- i. Provisions for contract termination; and
- j. Respective responsibilities of the Charter School and ESP in the event of school closure, including transparency in the Charter School's revenues and expenditures as well as those managed by the ESP.

Governing Body members shall not be employed, selected, approved, or compensated by the ESP. Governing Body members are prohibited from serving as members and a ESP. The Charter School shall submit a disclosure and explanation of any existing or potential conflicts of interest between the school governing board and proposed service provider or any affiliated business entities.

To the extent there is a conflict between the terms of this Agreement and an ESP contract, the terms of this Agreement shall govern.

8.4 Tuition. The Charter School shall not charge tuition unless otherwise permitted by Authorizer policy.

8.5 Charter School Debt. The Charter School is solely responsible for all debt the Charter School incurs, and the Authorizer shall not be contractually bound on the Charter School's account to any third party or have any obligation whatsoever in regards to the same. The Authorizer shall not be liable in any instance for the Charter School's unpaid debts if the Charter School does not have sufficient funds to pay all of its debts.

The Charter School shall notify the Authorizer immediately of a default on any obligation owed by the Charter School, which shall include debts for which payments are past due by sixty (60) days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Authorizer may withhold the amount owed from any payments due to Charter School until such debts are satisfied. Any other debts owed to the Authorizer must be satisfied prior to release of the last annual payment due to the Charter School.

8.6 Financial Management. The Charter School shall control and be responsible for financial management and performance of the Charter School including budgeting and expenditures. Before receiving student-generated funds through the Authorizer, the Charter School must demonstrate (if not already demonstrated in the Charter School's Application) the existence of appropriate governance and managerial procedures and financial controls including the following:

- a. Accounting methods complying with T.C.A. § 49-13-111(m);
- b. A checking account;
- c. Adequate payroll procedures;
- d. An organizational chart;
- e. Procedures for the creation and review of monthly and quarterly financial reports,

including identification of the individual responsible for preparing such financial reports in the following fiscal year;

- f. Internal control procedures for cash receipts, disbursements, and purchases; and
- g. Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.

The Authorizer reserves the right to require, consistent with the Act, the submission of financial reports as indicated in Authorizer policies.

The Charter School shall comply with T.C.A. §§ 49-13-111 and 120 regarding completion and submission of annual budgets, financial reports, and audits to the Authorizer and the State. The Charter School shall undergo an independent financial audit conducted in accordance with T.C.A. §§ 49-13-111 and 49-13-127. The audit shall be furnished to the Authorizer, the Commissioner of Education, and the Comptroller of the Treasury as soon as reasonably practical after June 30 of each year in accordance with the Authorizer's reporting calendar. If such audit is not received by the Authorizer on or before December 31 of each year, it shall be considered a material breach of this Agreement, which the Charter School shall have 15 business days, or such other time as the Parties may agree, to cure. The audit should express an unqualified opinion on the financial statements. A qualified audit opinion will result in an automatic review and request for explanation from the Charter School. In addition, any material weaknesses in controls should be disclosed during the audit. A material weakness will result in a potential review and explanation from the Charter School. The Charter School shall also prepare and provide to the Authorizer a copy of its final annual budget for the upcoming fiscal year no later than July 1 of each year. In addition, the Charter School shall submit any other financial and/or operational reports pursuant to T.C.A. § 49-13-111(d).

If the finalized audit report finds that the Charter School has received funds in excess of that to which the Charter School is entitled based on the number enrolled students or otherwise, the Charter School shall refund said amount in excess to the Authorizer within thirty (30) days of the finalized audit report completion.

8.7 Financial Records. All financial records of the Charter School pertaining to the management and operation of the School are subject to inspection and production, as required for fulfillment of the Authorizer's fiduciary responsibilities, upon reasonable notice.

8.8 Authorizer Fee. Pursuant to T.C.A. § 49-13-128(e), the Charter School agrees to the payment of an annual authorizer fee of 3% of the charter school's per pupil state and local funding up to a maximum of \$35,000.00. The Authorizer shall use the authorizer fee to fulfill obligations consistent with the authority of the Authorizer set forth in Title 49, Chapter 13.

10. Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement, initiated by the Charter School, shall follow the timelines established in state law for approval or denial by the Authorizer. An amendment shall not become effective, and the Charter School shall not take action or implement the change requested in the amendment, until the amendment is approved in writing by the Authorizer.

Not all changes to the Charter School's operation constitute material changes to this

Agreement that require an amendment. However, the following changes (as well as any other changes mentioned in other sections of this Agreement as being material and requiring an amendment as well as changes outlined in Commission rules) are considered material and shall require an amendment:

- a. Material changes in the Charter School's mission;
- b. Changes in the Charter School's calendar that reduce the calendar by 5 or more days in the first year of operation or by more than ten (10) days in subsequent years, in the absence of timely notification of parents, ; and
- c. Changes in school location that are materially different from the location of the Charter School as discussed in the Charter School's Application and this Agreement pursuant to Section 1.8.

Educational program matters not specifically identified in this Agreement or the Charter School's Application shall remain within the Charter School's authority and discretion.

The following changes do not require an amendment, however the Charter School shall notify the Authorizer in writing of any of the following within thirty (30) days:

- a. Changes to the June 1st budget submitted to the Authorizer, subject to the requirements of state and federal law;
- b. Changes in the mailing address of the school, phone or fax number, or web address of the Charter School;
- c. Changes in the members and duties of the Governing Body relating to oversight of the school, including names and contact information;
- d. Changes in the school leader or, if applicable, the chief executive of the Charter School or charter management organization including names and contact information;
- e. Changes in any leadership in the Charter School or individuals serving as main contacts with the Authorizer, including names and contact information; and
- f. Changes in school location to a location permitted by Section 1.8.

Any material change initiated by either party must be agreed to in writing by both parties. An amendment shall be effective at the agreed upon date in the amendment or upon approval in writing by the Authorizer. Any material change by the Charter School must be approved by the Authorizer in writing.

11. Renewal, Revocation, Closure, and Dissolution

11.1 Renewal. Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than April 1 of the year prior to the year in which this Agreement expires and in accordance with Authorizer renewal rules and policies. This Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend this Agreement as part of the renewal process.

The Authorizer may elect not to renew this Charter Agreement pursuant to the Authorizer rules, policies, and T.C.A. § 49-13-121. Any changes to this Agreement proposed during the renewal process that are rejected by one of the Parties shall constitute denial of the renewal application. Denial of the renewal application by the Authorizer shall be subject to appeal to the Tennessee Public Charter School Commission within ten (10) calendar days of the Authorizer's

vote.

11.2 Revocation. During the term of this Agreement, in accordance with the Authorizer's policies, the Authorizer will provide notice to the Charter School of non-compliance with applicable laws, rules, or this Agreement and give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-122 and Authorizer rules and policies, unless the Authorizer determines that the violations are so severe that such notice and an opportunity to cure should be waived. Such notice and opportunity to cure shall not be required for grounds upon which this Agreement or state law calls for immediate revocation of the charter.

At any time during the term of this Agreement, the Authorizer may revoke this Agreement for any reason set forth in T.C.A. § 49-13-122, and/or a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Authorizer determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122 and Authorizer policies.

11.3 Closure and Dissolution. In the event that the Charter School is required to cease operation for any reason, including but not limited to closure, non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Authorizer to ensure orderly closure of the Charter School including, but not limited to:

- a. Timely notification of parents and teachers of the closure decision;
- b. Securing student records and transferring them to the Authorizer;
- c. Assisting in placing students in appropriate schools;
- d. Managing all financial records consistent with the Authorizer's school closure requirements and policies; and
- e. Disposal of school assets in accordance with the Act and this Agreement.

The Charter School shall also comply with any closure policies or protocols established by the Authorizer.

Closure of the Charter School following revocation, expiration of this Agreement, dissolution or cessation of operations, or non-renewal shall comply with T.C.A. §§ 49-13-110(e) and 49-13-122. The Charter School shall be responsible for winding down operations, including payment of any and all debts, obligations, or liabilities incurred at any time by the Charter School. Under no circumstances shall the Authorizer be responsible for such obligations. Charter School personnel and the Governing Body shall cooperate fully with any activity related to school closure or phase out. If assets of the Charter School were funded with funds from the Authorizer, other than funds described in Sections 9.1 and 9.2, and such assets remain after paying the Charter School's debts and obligations and not requiring return or transfer to donors or grantors, such assets will become the property of the Authorizer.

12. Indemnification and Hold Harmless

The Authorizer and Charter School each shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.

The Charter School shall indemnify and hold harmless the Authorizer, and its respective Board Members, officers, agents, and employees from the following:

- a. Any claims, causes of action, liabilities, losses, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement or relating to this Charter Agreement;
- b. Any damages, costs, attorney fees, and/or financial penalties imposed on the Authorizer by state and/or federal authorities arising out of actions or omissions of the Charter School relating to special education, Section 504, disability accommodations, and/or other state or federal laws or regulations; and
- c. Any claims, damages, penalties, costs, and attorney fees arising from any failure of the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws.

In the event of any such suit or claim, the Charter School shall provide all assistance required by the Authorizer in the Authorizer's defense. However, nothing contained herein shall be deemed to entitle the Charter School, through the Charter School's attorney(s), the right to represent the Authorizer in any legal matter without the express written approval of the Authorizer.

The Authorizer shall indemnify and hold harmless the Charter School, and its respective Board Members, officers, agents, and employees from the following:

- d. Any claims, causes of action, liabilities, losses, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Authorizer, its officers, employees, and/or agents, including its sub- or independent contractors except if the same arise in relation to actions or inactions of the Charter School in violation of state or federal laws or regulations.
- e. Any claims, damages, penalties, costs, and attorney fees arising from any failure of the Authorizer, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws except if the same arise in relation to actions or inactions of the Charter School in violation of state or federal laws or regulations.

13. Contract Construction

13.1 Waiver. The failure of either of the Parties to this Agreement to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 Non-assignability. The Charter School and Governing Body shall not assign any right or obligation hereunder without the prior written approval of Authorizer. A violation of this provision shall be grounds for immediate termination of this Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the Charter School, this constitutes a material change that requires an amendment to this Agreement and written approval by the Authorizer. The Charter School agrees to submit all

information requested by the Authorizer regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter a management contract without written approval from the Authorizer. Failure to obtain written approval from the Authorizer prior to entering into a contract shall be grounds for immediate revocation of the charter.

13.3 Agreement. The Parties intend this Agreement, including all attachments and exhibits hereto, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings, and discussions are merged herein, and no course of prior dealings between the Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time-to-time hereafter if in writing and signed by all Parties.

13.4 Survival of Representations and Warranties. All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

13.5 Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both Parties. For any term or condition deemed illegal or invalid, the Parties shall, upon the request of either party, negotiate in good faith to adopt any necessary or appropriate replacement provision.

13.6 Authority. The individual officers, agents, and employees of the Parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and lawful authority to execute this Agreement.

13.7 Change of Law. If, due to any change in applicable law, regulation, or interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

13.8 Notice. Any notice required or permitted under this Agreement shall be in writing, and sent by e-mail, subject to verification of service or acknowledgment of receipt, or three (3) days after mailing when sent by certified U.S. Postal mail, postage prepaid. Such noticed shall be sent to:

If to the Authorizer:

Mailed to:
Rutherford County Board of Education
Attn: Charter Schools Coordinator
2240 Southpark Drive
Murfreesboro, TN 37128
and emailed to: charterschools@rcschools.net

With a Copy to:

Rutherford County Director of Schools
2240 Southpark Drive
Murfreesboro, TN 37128

If to the Charter School:

Mailed to:

Joel Schellhammer, Executive Director- American Classical Education
1831 12th Avenue South, Suite 188
Nashville, TN 37203

and emailed to:

operations@americanclassicalschoools.com

Either party may change its address for notices under this Agreement by notice to the other party.

13.9 No Third-Party Beneficiary. This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Agreement.

EXHIBITS

Exhibit 1- Approved Charter Application (“Charter School’s Application”)

Exhibit 2- Current Approved Performance Frameworks

Exhibit 3- Pre-Opening Checklist/ Protocol

Exhibit 4- Approved Waivers

<p>Rutherford County Schools:</p> <p>By: _____</p> <p>Printed Name: Dr. James Sullivan</p> <p>Title: Director of Schools</p> <p>Date: _____</p> <p>By: _____</p> <p>Printed Name: Sheila Bratton</p> <p>Title: Chairman, Rutherford County Board of Education</p> <p>Date of Approval: _____</p>	<p>Charter School:</p> <p>AMERICAN CLASSICAL EDUCATION TENNESSEE</p> <p>By: _____</p> <p>Printed Name: <u>Dolores Gresham</u></p> <p>Title: Board <u>Chair</u></p> <p>Date: _____</p>
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Rutherford County Schools

Application for Campus Construction Project

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

1. School Name [Blackman Middle School](#)
2. Principal [Dr.Jackson](#)
3. Project Name [Remove clay at home plate install rock base Install turf on home plate area](#)
4. Assistant Principal who is overseeing the project [Mr. Smith](#)
5. Does project support recreational sports, athletics or education? [Sports](#)
6. Does this project meet all gender equity criteria? [Yes](#)
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) [Baseball](#)
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. [\\$10,000](#)
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.)List all sources. [Blackman Middle School Baseball Account](#)
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? [N/A](#)
Do construction plans meet criteria for funding?
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan [N/A](#)
12. Do you have a site layout showing where this project will be constructed on campus?
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? [yes, Mr. Faulk has reviewed the site and there are no problems](#)
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? [No, they are not required..](#)
15. Are plans drawn and stamped by Architect/ Engineer? [N/A](#)

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



River City Athletic Fields

Po Box 685
Soddy Daisy Tn 37379
423-580-1431
Alex@rivercityathleticfields.com
423-421`-7830
Mike@rivercityathleticfields.com

Estimate

Estimate No: 18640
Date: 10/20/2023

For: Blackman Middle School
stemd@rcschools.net

Description	Quantity	Rate	Amount
Remove clay at homeplate install rock base Install turf on home plate area	1	\$10,000.00	\$10,000.00

Subtotal \$10,000.00
TAX 0% \$0.00
Total \$10,000.00

Total \$10,000.00

Application for Baseball/ Softball Facility Construction Project

1. Eagleville School
2. Tim Pedigo
3. Finish Baseball/Softball Facility Locker Room
4. Assistant Principal, Jason Brown
5. Athletics supported: Baseball & Softball
6. Yes
7. Baseball/ Softball
8. See Attachment 1:

The quote for the baseball/softball hitting facility has been adjusted to \$8,600.00, we will provide all labor and material. We will install 160 feet of 4 inch sewer line from the building to the main sewer line in the parking lot. We will install 125 feet of 3/4 Pex water line from the existing water line already installed going to the baseball field area. This price is based on the fact that we do not hit any rock during excavation or utilities that cannot be located due to this being private property. Please give me a call if you have any questions or concerns.

Donnie Cameron

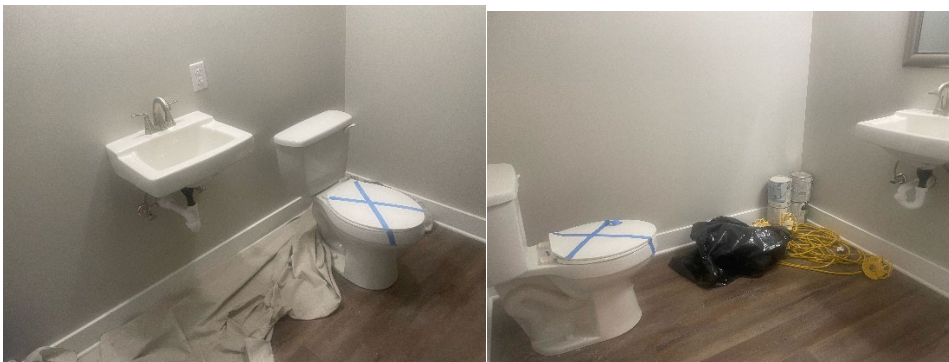
Cameron Construction LLC

Phone: (615)318-4395

cameron.constructionllc@gmail.com

See also Attachment 2: Asphalt repair to the parking lot. Southern Paving Services as agreed to donate the repair work.

9. High School Baseball Account, Yes
10. Not Applicable
11. N/A
- 12.



Proposed site map:



13. Yes
14. Mr. Cameron has confirmed he will contact.
15. N/A
16. no
17. 11/1/2023-2/15/2024
18. See Attached
[SKMBT_C28023101620050.pdf](#)
19. Yes, Cameron Construction, Southern Paving Solutions